



Rizzetta & Company

Waterset South Community Development District

Board of Supervisors' Meeting October 12, 2023

**District Office:
2700 S Falkenburg Rd.
Suite 2745
Riverview, FL 33578**

www.watersetsouthcdd.org

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578

District Board of Supervisors	Amanda King Pete Williams Deneen Klenke Lynda McMorrow John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Kutak Rock LLP
District Engineer	Tim Plate	Heidt Design LLC

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**Board of Supervisors
Wataset South Community
Development District**

October 11, 2023

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wataset South Community Development District will be held on **Thursday, October 12, 2023, at 9:00 a.m.**, at the offices of **Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745**, Riverview, FL 33578. The following is the revised final agenda for this meeting:

BOARD OF SUPERVISORS' MEETING:

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. Aquatic Report Tab 1
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 - i. Presentation of First Addendum – Contract for Professional District Services Tab 2
- 4. BUSINESS ITEMS**
 - A. Presentation of Tri-Party Agreement for Recreational Facilities Tab 3
 - B. Ratification of Landscape and Maintenance Agreement Tab 4
 - C. Presentation of Wataset South CDD Series 2022 – Arbitrage Tab 5
 - D. Consideration of Sitex Work Authorization Tab 6
 - E. Consideration of Resolution, Amending and Restarting the 2023/2024 Appropriation Resolution Reflecting the Debt Service Fund Tab 7
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on August 10, 2023 Tab 8
 - B. Consideration of Operation & Maintenance Expenditures for July & August 2023 Tab 9**
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 813-933-5571.

Sincerely,

Matthew Huber

Matthew Huber
Regional District Manager

Tab 1



MONTHLY REPORT

SEPTEMBER 1, 2023



WATERSET SOUTH CDD

Inspection Date:

August 29, 2023

Prepared For:

Matt Huber

Prepared By:

Devon Craig

Field operations Manager

P: 941.201.7287

E: dcraig@sitexaquatics.com

SUMMARY:

All ponds have been treated this month. Removal will be complete this month and normal services will continue. Hopefully we will be getting some rain to bring these water levels up. Until water levels rise reoccurring algae blooms will continue and we will continue preventative treatments to keep these ponds looking good during the summer. We are headed into storm season. If we have a major storm we will do drive through post storm to check for possible conjestions as well as any storm related problems related to the ponds.

WATERSET SOUTH CDD

WATERSET BLVD
APOLLO BEACH, FL 33572
18 PONDS



Google Earth

Image © 2023 Airbus
Image © 2023 Maxar Technologies



800 ft

1.



2.



3.



6.



7.



11.



15.



17.



POND TREATMENTS

- 1: Shoreline vegetation has been treated.
- 2: Shoreline vegetation and Algae has been treated.
- 3: Shoreline vegetation has been treated.
- 4: Shoreline vegetation has been treated.
- 5: Shoreline vegetation and Algae has been treated.
- 6: Shoreline vegetation has been treated.
- 7: Shoreline vegetation has been treated.
- 8: Shoreline vegetation has been treated.
- 9: Shoreline vegetation and Algae has been treated.
- 10: Shoreline vegetation and Algae has been treated.
- 11: Shoreline vegetation has been treated.
- 12: Shoreline vegetation has been treated.
- 13: Shoreline vegetation has been treated.

POND TREATMENTS

14: Shoreline vegetation and Algae has been treated.

15: Shoreline vegetation has been treated.

16: Shoreline vegetation has been treated.

17: Shoreline vegetation has been treated.

18: Shoreline vegetation has been treated.

Tab 2

**FIRST ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL DISTRICT SERVICES**

This First Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Waterset South Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated August 9, 2022 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,837.50	\$22,050
Administrative:	\$367.50	\$4,410
Accounting:	\$1,680.00	\$20,160
Financial & Revenue Collections:	\$315.00	\$3,780
Assessment Roll ⁽¹⁾		\$5,250
Total Standard On-Going Services:	\$4,200.00	\$55,650

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 3

Interlocal Agreement for Recreational Facilities

This Interlocal Agreement for Recreational Facilities (“**Agreement**”) is made and entered into by and between Waterset North Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset North**”) Waterset Central Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset Central**”), and Waterset South Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset South**”) (Waterset North, Waterset Central and Waterset South are collectively referred to as the “**Parties**” and are individually referred to as a “**Party**”).

The Boards of Supervisors of Waterset North and Waterset Central, respectively, hereby each agree that this Agreement amends, restates, and supersedes the prior Interlocal Agreement for Recreational Facilities, approved by the Board of Supervisors of Waterset North on February 13, 2018, and approved by the Board of Supervisors of Waterset Central on February 8, 2018 (the “**Prior Interlocal Agreement**”). The terms of this Agreement shall replace all terms of the Prior Interlocal Agreement, and the Prior Interlocal Agreement shall have no further force and effect.

RECITALS

WHEREAS, the real property located within the boundaries of Waterset North, the real property located within the boundaries of Waterset Central, and the real property located within the boundaries of Waterset South is being developed as a single, cohesive community known as Waterset (the “**Waterset Community**”); and

WHEREAS, Waterset North was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 07-3, as amended, for purposes including the financing, construction, operation and maintenance of community infrastructure which includes, but is not limited to, a range of recreational facilities, including two (2) community amenities, known as The Landing, and The Lakeside, as well as parks and trails (the “**Waterset North Facilities**”); and

WHEREAS, Waterset Central was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 17-25, for purposes including the financing, construction, operation and maintenance of community infrastructure which includes, but is not limited to, a range of recreational facilities, including an amenity building and sports campus known as The Waterset Club, a wide path along Waterset Boulevard, known as The Esplanade, parks and trails, and a second amenity center (the Phase 5B Amenity) anticipated to open in Spring 2023 (the “**Waterset Central Facilities**”); and

WHEREAS, Waterset South was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 22-19, for purposes including the financing, construction, operation and maintenance of community infrastructure which includes, but is not

limited to, a range of recreational facilities, including a planned amenity center anticipated to include a pool, sports courts and clubhouse, and parks and trails (the “**Waterset South Facilities**”); and

WHEREAS, Waterset North and Waterset Central have each respectively planned, designed and constructed the Waterset North Facilities and the Waterset Central Facilities, with a vision and intent that the combined, and collective provision and use of these facilities will provide the broadest range and benefit to all of the current and future landowners and residents of the Waterset Community, specifically all of the landowners and residents of Waterset North, all of the landowners and residents of Waterset Central, and all of the landowners and residents of Waterset South; and

WHEREAS, Waterset South is respectively planning, designing and constructing the Waterset South Facilities, with a vision and intent that the combined, and collective provision and use of these facilities will provide the broadest range and benefit to all of the current and future landowners and residents of the Waterset Community, specifically all of the landowners and residents of Waterset North, all of the landowners and residents of Waterset Central, and all of the landowners and residents of Waterset South except as stated herein; and

WHEREAS, Waterset South has an age-qualified unit type (the “Age Qualified Unit”) that will only have access to the Waterset South Facilities through payment of a user fee (the “User Fee”) set by the Waterset South Board; and

WHEREAS, Waterset South shall, pursuant to Chapters 190 and 120, Florida Statutes, set the annual User Fee for such Age Qualified Unit based on the average differential in annual debt service and operation and maintenance assessments between the Age Qualified Units and Conventional Units (as such term is defined in the Waterset South Community Development District Master Special Assessment Allocation Report dated August 9, 2022) within Waterset South as such amounts may be levied annually; and

WHEREAS, Waterset North, Waterset Central, and Waterset South each desire to effectively structure this Agreement so that each Party, for the benefit of all of the residents and landowners of Waterset North, Waterset Central, and Waterset South may benefit from the equal opportunity to use the Waterset North Facilities, the Waterset Central Facilities, and the Waterset South Facilities; and

WHEREAS, each landowner will be responsible of a fair and reasonable allocation of the costs of operating and maintaining the Facilities; and

WHEREAS, each of the Parties have estimated the anticipated ongoing maintenance and operating costs for their respective Facilities, and have determined that adequate provisions exist for fair and equitable payment of such costs from the respective anticipated budgets of each Party to this Agreement, and therefore at this time no financial contribution between the Parties hereto is justified or required; and

WHEREAS, the Parties have anticipated that the residents of Waterset South may utilize all of the Waterset North Facilities, including but not limited to the Waterset North community amenities (the “**Waterset North Amenity**”), and all of the Waterset Central Facilities, including but not limited to the Waterset Central amenity building and anticipated second amenity center (the “**Waterset Central Amenity**”) prior to all of the Waterset South Facilities, including but not limited to the planned amenity center anticipated to include a pool, sports courts and clubhouse (the “**Waterset South Amenity**”) being open for use; and

WHEREAS, to ensure that the operating and maintenance costs for all of the Facilities (the “**Facilities O&M Costs**”) are reasonably and fairly allocated to each Party and each Party’s landowners at all times, the Parties have determined that, prior to the Waterset South Amenity being open for use, all User Fees collected from Age Qualified Unit residents and landowners in Waterset South shall be allocated equally to Waterset North and Waterset Central, and upon commencement of the Waterset South Amenity being open for use, all User Fees collected from Age Qualified Unit residents and landowners in Waterset South shall be allocated to all Parties equally; and

WHEREAS, beginning in Fiscal Year 2026 (October 1, 2025 – September 30, 2026), the Parties will annually review and determine whether the allocation of the Facilities O&M Costs remains fair and reasonable based on the benefits received by each Party and each Party’s landowners, or whether an annual adjustment, or true-up of Facilities O&M Costs, resulting in a payment from one District to the other is necessary to ensure that the costs are reasonably and fairly allocated to each Party and its landowners, based on the special benefits received by the landowners in each District; and

WHEREAS, governmental entities, including the Parties, are authorized by the Florida Interlocal Cooperation Act of 1969, and specifically by Section 163.01(5), *Florida Statutes*, to enter into a joint exercise of power and enter into contracts for the provision and shared use of facilities and services, for the payment of public funds and the method or formula for equitably providing for and allocating operating and maintenance costs, providing for the adjudication of disputes and conflicts, and any other necessary and proper matters agreed upon by the Parties; and

WHEREAS, it is the purpose and intent of the Parties to enter into this Agreement, and thereby make the most efficient and beneficial use of their respective powers, resources and capabilities, by providing for the shared use of the Waterset North Facilities, the Waterset Central Facilities, and the Waterset South Facilities, by all of the landowners and residents of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Waterset North, Waterset Central, and Waterset South agree as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct, and form a material part of this Agreement.

SECTION 2. Authority. This Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and Laws of the State of Florida, including expressly, but not limited to, the authority of Section 163.01, *Florida Statutes* and Chapter 190, *Florida Statutes*.

SECTION 3. Shared Use of Waterset North Facilities, Waterset Central Facilities, and Waterset South Facilities. Waterset North grants to the residents and landowners of Waterset Central and Conventional Unit residents and landowners of Waterset South, the non-exclusive right to use all of the Waterset North Facilities on the same terms as the residents and landowners of Waterset North, and in accordance with the then-effective policies and rules of Waterset North. The Board of Supervisors of Waterset North shall take no action which modifies or adversely affects the rights of the residents and landowners of Waterset Central and Conventional Unit residents and landowners of Waterset South to use the Waterset North Facilities subject to the same terms and conditions such facilities are used by the residents and landowners of Waterset North.

Waterset Central grants to the landowners and residents of Waterset North and Conventional Unit residents and landowners of Waterset South, the non-exclusive right to use all of the Waterset Central Facilities on the same terms as the residents and landowners of Waterset Central, and in accordance with the then-effective policies and rules of Waterset Central. The Board of Supervisors of Waterset Central shall take no action which modifies or adversely affects the rights of the residents and landowners of Waterset North and Conventional Unit residents and landowners of Waterset South to use the Waterset Central Facilities, subject to the same terms and conditions such facilities are used by the residents and landowners of Waterset Central.

Waterset South grants to the landowners and residents of Waterset North and Waterset Central, respectively, the non-exclusive right to use all of the Waterset South Facilities on the same terms as the Conventional Unit residents and landowners of Waterset South, and in accordance with the then-effective policies and rules of Waterset South. The Board of Supervisors of Waterset South shall take no action which modifies or adversely affects the rights of the residents and landowners of Waterset North and Waterset Central to use the Waterset South Facilities, subject to the same terms and conditions such facilities are used by the Conventional Unit residents and landowners of Waterset South.

Additionally, Waterset Central and Waterset North shall extend such rights granted herein to the Waterset South Conventional Unit residents and landowners to any Age Qualified unit residents and landowners that have paid a User Fee for the current fiscal year.

SECTION 4. Fair and Reasonable Allocation of Facilities O&M Costs Based on Special Benefit.

The Boards of each District have determined that beginning on the Effective Date of this Agreement, and continuing through September 30, 2025, it is fair and equitable, based on the

special benefit to each Party and its landowners, for each Party to pay the respective operations and maintenance costs for the Facilities located solely within that respective Party's geographic boundaries.

In anticipation of the Budget preparation and approval process for Fiscal Year 2026, and annually thereafter, the Board of each District shall review the Facilities O&M Costs and shall determine if the allocation of Facilities O&M Costs requires an annual adjustment, or true-up of such costs, resulting in a payment from one or more Districts to any of the others, in order to ensure that the Facilities O&M Costs are reasonably and fairly allocated to each Party and its landowners, based on the special benefits received by the landowners in each District. For purposes of such review done in accordance with this Section 4, Waterset South's reasonable and fair allocation shall be based on the assessed Conventional Units only and shall not include the Age Qualified Units. Furthermore, prior to the Waterset South Amenity being open for use, Waterset South shall annually provide one-half of all User Fees collected from Age Qualified Unit residents and landowners to each Waterset Central and Waterset North. Upon commencement of the opening of the Waterset South Amenity for use, Waterset South shall annually provide one-third of all User Fees collected from Age Qualified Unit residents and landowners to each Waterset Central and Waterset North. In the event that both Parties or one Party deem an adjustment or true-up of costs to be fair and equitable, then the Parties shall use their best efforts to mutually agree upon the allocation adjustment, which is necessary and appropriate, and shall ensure that the adjustment or true-up payment is incorporated into the Fiscal Year Budget for each District.

If the Parties cannot mutually agree, then a Joint Committee of the Parties shall be established, comprised of one (1) designee appointed by the Boards of each Party, and one (1) designee who is mutually agreed upon by all three (3) Parties. The Parties shall agree upon the members of the Joint Committee no later than November 1st. The Joint Committee shall review all of the relevant facts and issues related to determining a fair and equitable allocation of the Facilities O&M Costs, and shall make a Final Recommendation to the Boards of each Party as to any necessary and appropriate adjustment no later than December 1st. In the event that one or more of the Boards does not accept the recommendation of the Joint Committee prior to February 1st, then any Party may seek a judicial determination regarding the fair and reasonable allocation of costs based on special benefit received by the Parties and the landowners of each Party, and such determination shall govern the future allocation of Facilities O&M Costs.

SECTION 5. Term and Renewal.

This Interlocal Agreement shall take effect as of the dates set forth above and shall remain in effect until September 30, 2028. The term of this Agreement will be automatically extended for additional two (2) year terms unless any party notifies the other parties, in writing, by certified mail, prior to the expiration of the then current term, of its intention not to renew to Agreement. Until terminated, the Agreement shall continue in full force and effect during the initial term and during any extensions of the initial term.

SECTION 6. Amendment, Waiver and Consent.

This Agreement may be amended only by mutual agreement evidenced by written instrument, approved for Waterset North by its Board of Supervisors, approved for Waterset Central by its Board of Supervisors, and approved for Waterset South by its Board of Supervisors. Neither this Agreement, nor any portion of it, may be modified or waived orally. Any party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations or conditions. However, any such waiver shall be valid only if approved and expressly granted in writing by the Board of Supervisors of such party.

SECTION 7. Validity. After the opportunity for consultation with legal counsel, the Boards of Supervisors for Waterset North, Waterset Central, and Waterset South each respectively represents and warrants to the other parties its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on a claim of illegality, invalidity or unenforceability of any nature. The Boards of Supervisors for Waterset North, Waterset Central, and Waterset South each respectively represents, warrants and covenants to and with the other parties (i) that this Agreement has been validly approved at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective Party in accordance with the terms of this Agreement (assuming the due authorization, execution and delivery of this Agreement by the other Parties hereto).

SECTION 8. Indemnification. To the extent permitted by law, and from legally available funds, each of the Parties hereto (in the context of this Section, an “**Indemnifying Party**”) shall defend, indemnify and save harmless the other Parties, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys’ fees, arising out of or resulting from the negligent or wrongful acts or omissions of such Indemnifying Party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to this Agreement. The Parties agree that nothing in this Agreement shall serve as or be construed as a waiver by any Party of that Party’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this Agreement will survive the expiration or termination of this Agreement.

SECTION 9. Force Majeure. No Party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause affecting the Party obliged to perform.

SECTION 10. Enforcement and Remedies. The Parties hereto shall be entitled to all remedies at law or in equity, including expressly, but not limited to, injunctive relief and specific performance to enforce this Agreement.

SECTION 11. Binding Effect; Third-Party Beneficiary. This Agreement is binding upon and enforceable only by the Parties hereto. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the Parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement.

SECTION 12. No Assignment. Except as otherwise set forth herein, the rights and obligations under this Agreement shall not be assigned directly or indirectly to any other person or entity.

SECTION 13. Termination. A Party shall provide a minimum of twelve (12) months written notice of its intent to terminate the Agreement to the other Parties hereto.

SECTION 14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Hillsborough County, Florida.

SECTION 15. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their content, nor are they to affect the construction of, or to be taken into consideration in interpreting this Agreement.

SECTION 16. Ambiguities and Construction. The Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the opportunity to consult with legal counsel prior to each Party's execution, such that all language herein shall be construed equally against the Parties, and no language shall be construed strictly against its drafter.

SECTION 17. Full Agreement; Filing with Clerk of the Circuit Court. This Agreement contains the entire agreement of the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null and void and of no effect. In accord with Subsection 163.01(11), Florida Statutes, this Agreement and all amendments hereto shall be filed with the Clerk of the Circuit Court for Hillsborough County, Florida.

SECTION 18. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: (i) three (3) business days after being deposited in the United States mail, postage prepaid certified or registered mail, or (ii) the next business day after being deposited with a recognized overnight mail or courier delivery service; or (iii) when personally delivered; and addressed as follows (or

to such other person or at such other address, of which any Party to this Agreement shall give written notice as provided herein):

If to Waterset North: District Manager, Waterset North Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

With a copy to: Andrew Mai, District Counsel
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789-1834

If to Waterset Central: District Manager, Waterset Central Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

With a copy to: Erin McCormick, District Counsel
Erin McCormick Law, PA
3314 Henderson Boulevard, Suite 103
Tampa, Florida 33609

If to Waterset South: District Manager, Waterset South Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

With a copy to: Alyssa Willson, District Counsel
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

In all cases, notices shall be deemed delivered to a Party only upon delivery of copies to the persons indicated above in the same manner as for the Party being notified.

WHEREFORE, Waterset North, Waterset Central, and Waterset South have executed this Interlocal Agreement as of the date and year first written above.

ATTEST:

**WATERSET NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

As: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ as _____ of Waterset North Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is () personally known to me, or () has produced _____ as identification.

SWORN to and subscribed before me this _____ day of _____, 2023.

Signature of Notary Public

Printed name of Notary Public

ATTEST:

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

As: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ of Waterset Central Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is () personally known to me, or () has produced _____ as identification.

SWORN to and subscribed before me this ____ day of _____, 2023.

Signature of Notary Public

Printed name of Notary Public

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

As: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ of Waterset South Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is () personally known to me, or () has produced _____ as identification.

SWORN to and subscribed before me this ____ day of _____, 2023.

Signature of Notary Public

Printed name of Notary Public

Tab 4



Amendment

PROPOSAL SUBMITTED TO:

DATE: 08/29/2023

**Waterset South CDD
Apollo Beach, FL**

General Landscape Maintenance Amendment will include:

- **Additional Wall Clearing. 12x per year, 2 passes on the outside of the wall. Per occurrence costs \$572.00**

Current Annual Contract:	\$110,963.00
<u>New Amenity Area:</u>	<u>\$6,864.00</u>
Total Contract Cost:	\$117,827.00

You are hereby authorized to furnish all materials and labor required to complete the services mentioned in the above agreement, for which I/we agree to pay the amount mentioned in said agreement and according to the terms thereof.

Start services as of: 09/1/2023

CUSTOMER

ACCEPTED By:

Signature of authorized representative Title

----- Date -----

Print or type name

SUNRISE LANDSCAPE

Jay Grimaldi ----- Date 8.29.2023

Jay Grimaldi
General Manager

Tab 5



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

August 31, 2023

Waterset South Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Waterset South Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$11,350,000 Waterset South Community Development District Special Assessment Revenue Bonds, Series 2022

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending December 12, 2023, December 12, 2024, and December 12, 2025, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Waterset South Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 6

WORK AUTHORIZATION

October 12, 2023

Waterset South Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Subject: **Work Authorization Number 2 (“Work Authorization”)
Waterset South Community Development District**

Dear Board of Supervisors:

Sitex Aquatics, LLC (“Contractor”) is pleased to submit this work authorization to provide aquatic maintenance and related services for the Waterset South Community Development District (“District”). We will provide these services pursuant to our current Agreement Between the Waterset South Community Development District and Sitex Aquatics, LLC for Aquatic Maintenance and Related Services dated July 1, 2023 (“Agreement”) as follows:

I. Scope of Work

The District hereby engages the services of Contractor to perform the work described in **Attachment A**, attached hereto, and incorporated herein only to the extent that it clarifies the scope of Services that Contractor must provide to the District and any warranties provided to the District from the Contractor.

II. Fees

The District will compensate Contractor in accordance with the terms of the Agreement and this Work Authorization.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Contractor with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign below where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule the approved services.

Sincerely,

Authorized Representative of
Sitex Aquatics, LLC

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Waterset South Community Development District

Date: _____

Attachment A



P.O. Box
Parrish, FL 34219

813.564.2322
www.sitexaquatics.com

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Waterset South CDD hereafter called "customer"

Customer: Waterset south CDD
C/O: Rizzetta & Company
Contact: Mr. Rueben Durand
Address: 3434 Colewell Ave Suite 200 Tampa, Fl 33614
Email: RDurand@rizzetta.com
Phone: 813.793.8814

Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Six (6) Ponds (18.5 Acres) at the Waterset South Community located in Apollo Beach, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--------------------------------------------------------|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-Construction trash removal | Included |

Service shall consist of Twelve (12) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 10/01/23 thru 10/01/24 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$752.00
Total 1st year Maintenance Cost: \$9,024.00

WATERSET SOUTH CDD
WATERSET BLVD
APOLLO BEACH, FL 33572
24 PONDS



Tab 7

RESOLUTION 2023-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2023-18 THE ANNUAL APPROPRIATION RESOLUTION OF THE DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 10, 2023, the Board of Supervisors of Waterset South Community Development District ("**Board**"), adopted Resolution 2023-18 which adopted the District's budget ("**Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, the District's Budget attached as **Exhibit A** to Resolution 2023-18 contemplated for the appropriations out of the revenues of the District's Debt Service Fund (Series 2022) and the District's General Fund; and

WHEREAS, Section 2 of Resolution 2023-18 provided for the appropriations out of the revenues for the District for the Fiscal Year 2023/2024 out of the District's General Fund only; and

WHEREAS, the Board hereby determines that it is in the best interests of the District, and necessary for the conduct of District business, to amend and restate Resolution 2023-18 in its entirety as set forth below; and

WHEREAS, the District Manager has submitted to the Board of Supervisors ("**Board**") of the Waterset South Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes*, (“**Adopted Budget**”) and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. That the Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Waterset South Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The final Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the Fiscal Year 2023/2024, the sum of \$ _____ to be raised by the levy of assessments and/or

otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUND – SERIES 2022	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Budget Amendments

Pursuant to Section 189.016, *Florida Statutes*, the District may, at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of Fiscal Year 2023/2024, amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation; or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish that any amendments to the budget under paragraph c. above are posted to the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Introduced, considered favorably, and adopted this 12th day of October 2023.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Budget Fiscal Year 2023/2024

Tab 8

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Waterset South Community Development District was held on **Thursday, August 10, 2023, at 10:05 am** at the Offices of Rizzetta & Company, located at 2700 S Falkenburg Ave #2745, Riverview, FL 33578.

Present and constituting a quorum:

Amanda King	Board Supervisor, Chairman
Deneen Klenke	Board Supervisor, Assistant Secretary
Lynda McMorrow	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager; Rizzetta & Co., Inc.
Alyssa Willson	District Counsel; Kutak Rock LLP, via conf. call
Kate John	District Counsel; Kutak Rock LLP, via conf. call

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience present.

On a motion by Mr. William, seconded by Ms. King, the Board of Supervisors appointed John Blakley as a new Board Supervisor, for the Waterset South Community Development District.

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48 **THIRD ORDER OF BUSINESS** **Consideration of Board of Supervisors**
49 **Regular Meeting Minutes for**
50 **July 13, 2023.**
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On a motion by Ms King, seconded by Mr. Williams, the Board of Supervisors approved as amended, the minutes of the regular meeting held on July 13, 2023, for the Waterset South Community Development District.

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54 **FOURTH ORDER OF BUSINESS** **Consideration of Operation &**
55 **Maintenance Expenditures for June**
56 **2023**
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On a motion by Ms. King, seconded by Mr. Williams, the Board of Supervisors approved the Operation & Maintenance Expenditures for June 2023 (**\$29,962.41**), for the Waterset South Community Development District.

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60 **FIFTH ORDER OF BUSINESS** **Public Hearing of the FY 2023/2024**
61 **Final Budget**
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63 Mr. Huber provided the Board with changes in the collection of the assessments to
64 Include: Tax Rol, Off Roll and Developer Contributions.
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On a motion by Mr. Williams seconded by Ms. King, the Board approved the opening of the Public Hearing for the FY 2023/2024 Final Budget, for the Waterset South Community Development District.

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On a motion by Mr. Williams seconded by Ms. King, the Board approved the closing of the Public Hearing for the FY 2023/2024 Final Budget, for the Waterset South Community Development District.

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67 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2023-18;**
68 **Approving FY 2023-2024 Final Budget**
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On a motion by Mr. Williams seconded by Ms. King, the Board adopted the Resolution 2023-18; Approving FY 2023-2024 Final Budget, for the Waterset South Community Development District.

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
August 10, 2023 - Minutes of Meeting
Page 3

SEVENTH ORDER OF BUSINESS **Public Hearing of the FY 2023-2024;
Imposing Special Assessments**

On a motion by Mr. Williams seconded by Ms. King, the Board approved the opening of the Public Hearing for the FY 2023-2024; Imposing Special Assessments, for the Waterset South Community Development District.

On a motion by Mr. Williams seconded by Ms. King, the Board approved the closing of the Public Hearing for the FY 2023-2024; Imposing Special Assessments, for the Waterset South Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2023-19;
Approving FY 2023-2024 Imposing
Special Assessments**

On a motion by Mr. Williams seconded by Ms. King, the Board adopted Resolution 2023-19; Approving FY 2023-2024 Imposing Special Assessments, for the Waterset South Community Development District.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2023-20,
Adopting the Funding Agreement for
Fiscal Year 2023-2024**

Mr. Huber reviewed the Resolution 2023-20 for the Board, mentioning some additional comments and changes to this agreement were forth coming and asked that the Board approve in substantial form.

On a motion by Mr. Williams seconded by Ms. King, the Board approved in substantial form, Resolution 2023-20, Adopting the Funding Agreement for Fiscal Year 2023-04, for the Waterset South Community Development District.

TENTH ORDER OF BUSINESS **Consideration of Direct Collection
Agreement**

Mr. Huber reviewed the Direct Collection Agreement for the Board, mentioning some additional comments and changes to this agreement were forth coming and asked that the Board approve in substantial form.

On a motion by Mr. Williams seconded by Ms. King, the Board approved in substantial form, the Direct Collection Agreement, for the Waterset South Community Development District.

Tab 9

Waterset South Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetsouthcdd.org

Operations and Maintenance Expenditures July 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,572.01**

Approval of Expenditures:

____ Chairperson

____ Vice Chairperson

____ Assistant Secretary

Waterset South Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
F Peter Williams	100055	PW071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
Heidt Design, LLC	100053	48167 6/23	Engineering Services 06/23	\$ 240.00
Hillsborough County BOCC	ACH	2643318705 06/23 ACH	5568 Waterset Blvd. 06/23	\$ 701.76
Kutak Rock, LLP	100051	3239922 5/23	General Counsel - Legal Services 05/23	\$ 2,624.00
Rizzetta & Company, Inc.	100052	INV0000081326	District Management Fees 07/23	\$ 4,100.00
Rizzetta & Company, Inc.	100054	INV0000081545 07/23	Mass Mailing - Budget Notice 07/23	\$ 302.92
Sitex Aquatics, LLC	100056	7549 07/23	Monthly Lake Maintenance 07/23	\$ 1,960.00
TECO	ACH	221008801724 06/23 ACH	Lighting Services 06/23	\$ 11,460.16
Times Publishing Company	100057	000293658 06/23	Legal Advertising Account #324589 06/23	\$ 318.50
Times Publishing Company	100058	0000295137 07/23	Legal Advertising Account #324589 07/23	\$ 1,664.67
Report Total				<u>\$ 23,572.01</u>

Waterset South Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetsouthcdd.org

Operations and Maintenance Expenditures August 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,713.63**

Approval of Expenditures:

____ Chairperson

____ Vice Chairperson

____ Assistant Secretary

Waterset South Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
F Peter Williams	100062	PW081023 - 184	Board of Supervisors Meeting 08/10/23	\$ 200.00
Heidt Design, LLC	100064	48449	Engineering Services 07/23	\$ 970.00
John C. Blakley	100063	JB081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
Kutak Rock, LLP	100060	3253664 06/23	General Counsel - Legal Services 06/23	\$ 3,671.50
Rizzetta & Company, Inc.	100059	INV0000082189	District Management Fees 08/232	\$ 4,100.00
Sitex Aquatics, LLC	100065	7778B	Monthly Lake Maintenance 08/23	\$ 1,960.00
TECO	ACH	221008801724 07/23 ACH	Lighting Services 07/23	\$ 11,290.80
Times Publishing Company	100061	0000295137 07/19/23	Legal Advertising Account #324589 07/19/23	\$ 1,660.67
Times Publishing Company	100061	0000295137-2 07/26/23	Legal Advertising Account #324589 07/26/23	<u>\$ 1,660.66</u>
Report Total				<u>\$ 25,713.63</u>

Waterset South Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetsouthcdd.org

Operations and Maintenance Expenditures August 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,713.63**

Approval of Expenditures:

____ Chairperson

____ Vice Chairperson

____ Assistant Secretary

Waterset South Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
F Peter Williams	100062	PW081023 - 184	Board of Supervisors Meeting 08/10/23	\$ 200.00
Heidt Design, LLC	100064	48449	Engineering Services 07/23	\$ 970.00
John C. Blakley	100063	JB081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
Kutak Rock, LLP	100060	3253664 06/23	General Counsel - Legal Services 06/23	\$ 3,671.50
Rizzetta & Company, Inc.	100059	INV0000082189	District Management Fees 08/232	\$ 4,100.00
Sitex Aquatics, LLC	100065	7778B	Monthly Lake Maintenance 08/23	\$ 1,960.00
TECO	ACH	221008801724 07/23 ACH	Lighting Services 07/23	\$ 11,290.80
Times Publishing Company	100061	0000295137 07/19/23	Legal Advertising Account #324589 07/19/23	\$ 1,660.67
Times Publishing Company	100061	0000295137-2 07/26/23	Legal Advertising Account #324589 07/26/23	<u>\$ 1,660.66</u>
Report Total				<u>\$ 25,713.63</u>