

Waterset South Community Development District

Board of Supervisors' Meeting December 14, 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 Chairman

Pete Williams
Deneen Klenke
Lynda McMorrow
John Blakley

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager Ruben Durand 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.

person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered 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 Waterset South Community Development District December 7, 2023

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset South Community Development District will be held on **Thursday**, **December 14**, **2023**, **at 9:00 a.m**, located at the offices of **Rizzetta & Company**, **located at 2700 S. Falkenburg Rd.**, **Suite 2745**, Riverview, FL 33578. The following is the final agenda for this meeting:

BOARD OF SUPERVISORS' MEETING:

1.	CA	LL TO ORDER/ ROLL CALL			
2.	AUDIENCE COMMENTS ON AGENDA ITEMS				
3.	STAFF REPORTS				
	A.	Aquatic ReportTab 1			
	В.	Landscape and Irrigation			
		i. Presentation of Landscape Inspection ReportTab 2			
		ii. Landscape Contractor Update(USC			
		iii.Irrigation Contractor Update Tab 3			
	C.	District Counsel			
	D.	District Engineer			
	E.	District Manager			
4.	BU	SINESS ITEMS OF THE PROPERTY O			
	A.	Ratification of Phase G1 TractsTab 4			
	В.	Consideration of Sitex Proposal for Addition PondsTab 5			
5.	BU	SINESS ADMINISTRATION			
	A.	Consideration of Minutes of the Board of Supervisors'			
		Regular Meeting held on November 9, 2023Tab 6			
	В.				
		Expenditures for October 2023Tab 7			
6.	SU	PERVISOR REQUESTS			
7.	AD	JOURNMENT			

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,

Ruben Durand

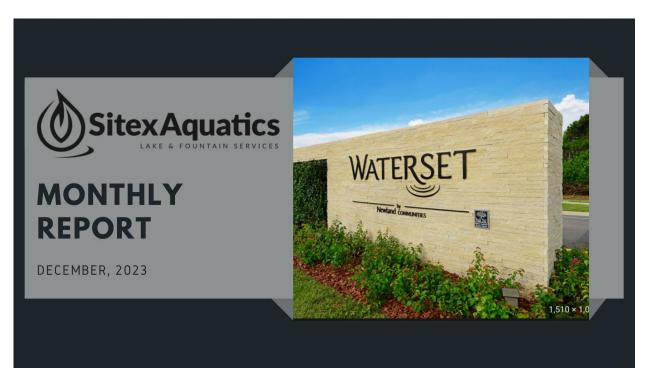
Ruben Durand District Manager

Tab 1

From: Decon Craig
To: Brittney Carpio
Subject: [EXTERNAL]Wa
Date: Monday, Decen
Attachments: C9657984-033

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.





Prepared for: Ruben Durand Prepared By: Devon Craig

SUMMARY:

The new addition ponds were serviced in November.Cooler air temps will definitely slow growth down. Generally speaking water levels are still low. Preventative treatments are still taking place as a result of the lack of summer rainfall. Overall ponds are looking good heading into December. Merry Christmas



Pond #8 Treated for Shoreline Vegetation.



Pond #9 Treated for Shoreline Vegetation.



Pond #10 Treated for Shoreline Vegetation.



Pond #14 Treated for Shoreline Vegetation.



Pond #16 Treated for Shoreline Vegetation.



Pond #17 Treated for Shoreline Vegetation.



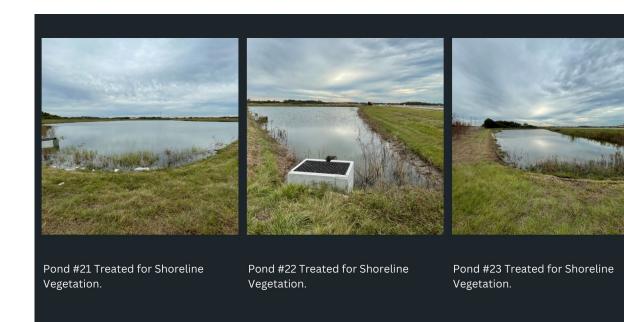
Pond #18 Treated for Shoreline Vegetation.



Pond #19 Treated for Shoreline Vegetation.



Pond #20 Treated for Shoreline Vegetation.



Thanks

Devon Craig Field Operations Manager 941.201.7287 www.sitexaquatics.com

Tab 2

WATERSET SOUTH

LANDSCAPE INSPECTION REPORT



December 5, 2023
Rizzetta & Company
John R. Toborg – Division Manager
Landscape Inspection Services



Updates, Waterset Blvd., Covington Garden Drive, 30th Street

General Updates, Recent & Upcoming Maintenance Events:

The next fertilizer applications are in February.

The following are action items for Sunrise to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Bold, underlined is info. or questions for the BOS. Orange is for STAFF.

 What is the irrigation frequency and duration for the Bougainvillea beds on the perimeter islands surrounding the Waterset Blvd. (WSBlvd.) 30th Street roundabout? Plants are still very thin and yellow. Is there too much water? (Pic 1)



- Inspect turf on the west side of 30th Street between WSBlvd. and Covington Garden Dr. (CGD) for bare spots, spurge and treat all active fire ant mounds. (Pic 2>)
- In the same area where four Pines have already died, I will continue to watch a couple Sabal Palms that are beginning to yellow (NW corner of the WSBlvd./;30th Street intersection. (Pic 3>)
- Turf weeds and turf color continue to be an issue in most of the turf in the Waterset South

 mostly in the newest turnover areas of D2.
 (Pic 4>)

5. As mentioned in Item 4, turf condition and quality remains a large issue of concern along both sides and the median of WSBIvd. between 30th Street and the CGD roundabout. This falls largely on the installing contractor and should be remedied by them through the Developer. (Pic 5>)







Waterset Blvd. South Extension, Golden Nettle, Summer Sunset

6. There is more unhealthy turf on the south ROW of WSBIvd. east of Summer Sunset. There are some areas of turf east and west of Summer Sunset that were adversely affected by a broken water main that occurred. However, this has been rectified now for several weeks. This may be one of those areas. Weeds remain an issue. (Pic 6>)



7. Turf on the north side of WSBIvd. west of the north leg of Summer Sunset also remains extremely rough. (This is on BV) (Pic 7)



8. There are already a lot of lodge poles that are leaning either because they are not attached or have already broken at the ground level. I feel these should be replaced by the installing contractor.

However, Sunrise needs to maintain around the lodge poles or other type of tree staking.



9. I think a Drake Elm needs to be replaced under warranty at the intersection of Golden Nettle and Summer Sunset. (Pic 9)



- Remove water shoots from the Crape Myrtles on Roadstead cul-de-sac.
- 11. Although it appears to have been reworked behind a residence on Golden
 Nettle which disturbed the swale tract
 behind their home, visually it appears that
 the grade is still higher on this lot than the
 adjacent lots which would allow water to
 stand on either side. (Pic 11>)
- 12. The District may want to consider creating a bed of large river rocks to encompass this irrigation filter on the Roadstead culde-sac to help prevent mower damage (Pic 12>)



Bellido, Golden Nettle, Summer Sunset

- 13. Trees also need to be detailed around the pond at Bellido and Golden Nettle.
- 14. Treat weeds in the turf in the Summer Sunset Park on the south side of WSBlvd.
- 15. There are extremely tall weeds on the back side of the sidewalk on the north side of WSBIvd. west of Summer Sunset. These are in the area that was FIRST turned over to Sunrise. Why isn't this being maintained? (Pic 15>)
- 16. In the same vicinity as the pic taken in Item15, there are many weeds on the median.(Pic 16>)









17. There is a dead Sabal Palm on the WSBlvd. median west of Summer Sunset. (Pic 17)



18. BV needs to remove and replace all non-Helen Johnson Bougainvillea from the beds and replace with Helen Johnson.



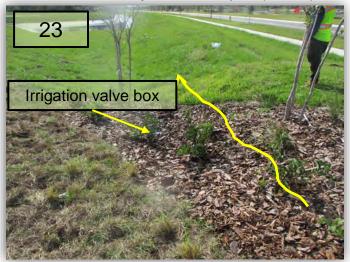
WSBIvd. South Extension, Hidden Branch

- 19. Sunrise was instructed to immediately begin maintenance of the newest turnover area at the conclusion of the turnover inspection. (Although BV still had a punchlist to complete.) It was revealed during this December inspection they had not begun. Why not? I personally informed them myself before we left that day that if a letter of intent was required before an executed contract, then let us know. We received no such direction.
- 20. There are still tall weeds in the turf on the south extension of WSBIvd. They are not yellowing which leads me to believe BV never returned to treat turf weeds as instructed. (Pic 20)



- 21. Has the Developer contacted the vendor to come back and clean up the bridge area that extends through the wetland northeast of the WSBlvd./CGD roundabout? It is still rather overgrown. (Pic 21>)
- 22. There is a serious erosion issue on the back side of a house on 6053 Hidden
 Branch. This needs to be corrected, regraded and re-sodded by the builder.
 (Pic 22>)

23. I'm not confident the re-grading took place on the south side of WSBIvd. behind homes in D2 as directed by the Developer. (Pic 23)









Wolf Creek

- 24. Turf needs to be mowed and treated for turf weeds in both Hidden Branch Pocket Parks.
- 25. I would not accept this turf on the north side of CGD west of Wolf Creek. (Pic 25)



26. <u>There is dead Juniper in the plantings on either side of Wolf Creek.</u>



Tab 3



DATE: December 7, 2023 PROJECT: Waterset South

RE: November Irrigation System Maintenance

Routine maintenance was conducted throughout the month and any alarms were addressed as quickly as possible.

In addition to routine maintenance, the following issues were addressed:

- Activated communication device in controller C and it can be accessed remotely.
- Investigating an issue with the decoder on the flow sensor on the C-controller. This will be reported to the developer for warranty work.
- Continued cutting back irrigation to prevent possible fungus issues in turf.

The ET sensor located on the Hunter ACC controller at 30th Street and Goldcoast recorded 0.87" of ET and 1.23" of rain between November 1st and November 30th. There were two significant rainfall events of 0.25" or more, the greatest occurring on November 14th, when 0.67" was recorded. The site was shut down for 3 days to take advantage of what nature provided.

The drought in the Tampa Bay area continues and conditions are worsening throughout the area. The southern half of Hillsborough County is currently experiencing extreme to severe drought and there is no relief in sight. The Southwest Florida Water Management District has implemented one day a week watering restrictions for Hillsborough County, but since much of Waterset utilizes reclaimed water, there will be no changes other than cutting back for the cooler temperatures and shorter daylight period. Current predictions are for a wetter than normal winter thanks to the return of El Nino, but only time will tell if the area receives sufficient rain to relieve the drought before next spring.

If you have any questions or concerns, please feel free to contact us at your earliest convenience.

Sincerely,

Gail Huff – C.L.I.A., Florida Water Star Certified



Tab 4

Instrument #: 2023490983, Pg 1 of 2, 10/27/2023 8:59:33 AM Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Prepared by and return to:

MAHONEY LAW GROUP, P.A. Jessica Paz Mahoney, Esq. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that SUBURBAN LAND RESERVE, INC., a Utah corporation, the owner and holder of a certain mortgage made and executed by NNP-SOUTHBEND II, LLC, a Delaware limited liability company, to SUBURBAN LAND RESERVE, INC., a Utah corporation, dated December 15, 2006, and recorded in Official Record Book 17285, Page 494, as modified by that certain Modification of Mortgage dated December 15, 2020 and recorded on December 17, 2020 as Instrument # 2020536246, as modified by that certain Modification of Mortgage dated December 15, 2021 and recorded on December 16, 2021 as Instrument #2021652650, as modified by that certain Modification of Mortgage dated and recorded on December 15, 2022 as Instrument #2022587586, all of the Public Records of Hillsborough County, Florida (collectively, the "Mortgage"), in consideration of the sum of ten dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, quit claim, exonerate, and discharge from the lien of the Mortgage, the following described real property situated in Hillsborough County, Florida:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

It being expressly understood and agreed that this release shall in no way and to no extent whatsoever affect the lien of the above mortgage as to the remainder of the property described in and secured by the mortgage.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

SUBURBAN LAND RESERVE, INC., a Utah corporation

David J. Cannon, President

51 South Main Street, Suite 301 Salt Lake City, Utah 84111

NWA

STATE OF <u>UTAH</u>
COUNTY OF <u>SALT LAKE</u>

MARILYN F. NIELSON Notary Public State of Utah My Commission Expires on: August 09, 2025 Comm. Number: 718951

NOTARY PUBLIC
Print: Manifum F, Nielson
My Commission Expires: aug 9,202E

Affix Notary Seal:

#11

Instrument #: 2023490983, Pg 2 of 2

EXHIBIT A
(Released Property)

Tracts "B-11", "B-12", "B-15" and "B-16", Waterset Wolf Creek Phase G1 and 30th Street Phase G1, according to the map or plat thereof as recorded in Plat Book 144, Pages 184 through 201, inclusive, of the Public Records of Hillsborough County, Florida.

Instrument #: 2023490984, Pg 1 of 4, 10/27/2023 8:59:33 AM DOC TAX PD(F.S. 201.02) \$0.70, INT. TAX PD (F.S. 199) \$0.00, DOC TAX PD (F.S. 201.08) \$0.00, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and after recording return to: Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

Folio No.: 054244-0628

SPECIAL WARRANTY DEED

(Waterset Wolf Creek Phase G1)

THIS SPECIAL WARRANTY DEED ("Deed") is made this 23rd day of October, 2023, by NNP-SOUTHBEND II, LLC, a Delaware limited liability company ("Grantor"), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes ("Grantee"), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("Property"):

See Exhibit A attached hereto and incorporate herein by this reference.

TO HAVE AND TO HOLD the Property, together with the tenements hereditaments and appurtenances thereunto appertaining, unto Grantee, its successors and assigns, in fee simple forever, for the purposes set forth on the Plat (as defined on Exhibit A). By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

This conveyance is made subject to: (a) taxes for the year 2023 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including, without limitation, the Plat; and (d) matters set forth on, and rights and interests reserved to Grantor as "Owner" pursuant to, the Plat.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

GRANTOR:

Signed, sealed and delivered NNP-SOUTHBEND II, LLC, in the presence of: a Delaware limited liability company Deneen Klenke Print Name: STATE OF FLORIDA COUNTY OF HILBOTOUGH The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this day of October, 2023, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me. Print or Stamp Name: My Commission Expires: **NOTARY SEAL: DENEEN KLENKE** Notary Public. State of Florida

[Signatures Continued on Following Page]

My Comm Expires Sep. 26, 2026 No. HH 316433

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered in the presence of: Print Name: Stack Sauker	WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes By Amanda King, Chairman of the Board of Supervisors
Print Name: Deneen Klenke	
Time rane.	
STATE OF FLORIDA	
COUNTY OF Hillsborough	
Board of Supervisors of Waterset South Community	before me by means of [X] physical presence or ,2023, by Amanda King, as Chairman of the Development District, a local unit of special purpose 90, Florida Statutes, on behalf of said entity, who is
	C
	Shundena
	NOTARY DUBLIC Print or Stamp Name:
	My Commission Expires:
	NOTARY SEAL:
	DENEEN KLENKE Notary Public, State of Florida My Comm Expires Sep 26, 2026 No HH 316433

Instrument #: 2023490984, Pg 4 of 4

Exhibit A

Property

Tracts "B-11," "B-12," "B-15" and "B-16," according to the plat of WATERSET WOLF CREEK PHASE G1 AND 30TH STREET PHASE G1, as recorded in Plat Book 144, Pages 184 through 201, inclusive, of the Public Records of Hillsborough County, Florida (the "Plat"), together with a non-exclusive easement over all Drainage and Access Easements shown on the Plat, subject to any dedication of such easements to Hillsborough County pursuant to the Plat.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT [WATERSET WOLF CREEK PHASE G1 AND 30TH STREET PHASE G1]

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT ("Agreement") is made this 23rd day of October, 2023 by WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Suite 200 Tampa, Florida 33619 ("District"), and NNP-Southbend II, LLC, a Florida limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 ("Developer," and together with District, the "Parties," and each a "Party").

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns the land described in Exhibit A ("License Area"); and

WHEREAS, the Developer desires to perform further development activity within the License Area ("**Work**"); and

WHEREAS, given that the District has no objections, the Developer desires to effect the Work.

- **NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- 1. <u>Recitals.</u> The foregoing recitals are true and correct and, together with the Exhibit, by this reference are incorporated as a material part of this Agreement.
- **2.** <u>Construction License.</u> The District hereby grants to Developer a license over, upon, under, through, and across the License Area for ingress and egress for the Work ("License"). Developer shall use all due care to protect the License Area and adjoining property from damage resulting from Developer's use of the License Area.
- 3. <u>Damage.</u> In the event that Developer, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the license rights

granted herein, Developer, at Developer's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

- 4. <u>Default.</u> A default by the District or Developer under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.
- **5.** Enforcement of Agreement. In the event that the District or Developer seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 6. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.
- 7. Third Parties. This Agreement is solely for the benefit of the District and Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.
- **8.** <u>Assignment.</u> Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.
- 9. <u>Controlling Law and Venue.</u> This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Hillsborough County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

- 10. <u>Limitation on Liability.</u> Nothing herein shall be construed as a waiver of District's limitations on liability provided in Section 768.28, Florida Statutes.
- 11. <u>Public Records.</u> All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.
- 12. <u>Severability.</u> The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- 13. <u>Binding Effect.</u> This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.
- **14.** Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.
- **15.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Developer.
- **16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.
- 17. <u>Effective Date</u>. The effective date of this Agreement shall be the date first written above. The License shall automatically terminate as it relates to any portion of the License Area upon the conclusion of the Work.
- **18.** Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same agreement. Electronic (such as DocuSign) signatures, .pdf signatures and copies of signatures, shall have the same effect as an original.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, District and Developer caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

DISTRICT:

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By:

Amanda King, Chairman of the Board of Supervisors

DEVELOPER:

NNP-SOUTHBEND II, LLC, a Delaware limited liability company

By:

Len Jaffe

Len Jaffe

Len Jaffe, Vice President

Exhibit A – Legal Description

Tracts "B-11," "B-12," "B-15" and "B-16," according to the plat of WATERSET WOLF CREEK PHASE G1 AND 30TH STREET PHASE G1, as recorded in Plat Book 144, Pages 184 through 201, inclusive, of the Public Records of Hillsborough County, Florida (the "Plat"), and over the non-exclusive Drainage and Access Easements shown on the Plat, subject to any dedication of such easements to Hillsborough County pursuant to the Plat.

Instrument #: 2023490982, Pg 1 of 2, 10/27/2023 8:59:33 AM Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Prepared by and after recording return to:

Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road, Suite 210 Clearwater, FL 33764

When recorded return to:

Morrison & Foerster LLP 707 Wilshire Boulevard Los Angeles, CA 90017-3543 Attention: Joshua R. Isenberg

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the Mortgagee and holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by NNP-SOUTHBEND II, LLC, a Delaware limited liability company, as Mortgagor, and NASH FINANCING, LLC, a Delaware limited liability company, as Mortgagee dated December 30, 2011, and recorded January 4, 2012 in Official Records Book 20888, Page 216, as affected by that certain Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 28, 2017 in Official Records Book 25457, Page 531, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 21, 2020 in Instrument # 2020546423, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 17, 2021 in Instrument # 2021654447, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded February 18, 2022 in Instrument # 2022090764, as further modified in Modification of Mortgage, Assignment of Rents. Security Agreement and Fixture Filing recorded December 16, 2022 in Instrument # 2022589693, as further modified in Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 16, 2022 in Instrument # 2022589693, and that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated and recorded November 7, 2016 in Official Records Book 24509, Page 1645, as affected by that certain Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded December 27, 2017 in Official Records Book 25455, Page 1691, and that UCC Financing Statement recorded December 28, 2017 in Official Records Book 25457, Page 538, all of the Official Records of Hillsborough County, Florida (collectively, the "Mortgage"), encumbering that certain property described therein ("Mortgaged Property"), does hereby discharge and release from the lien of the Mortgage the following described portion of the Mortgaged Property:

Tracts "B-11," "B-12," "B-15" and "B-16," according to the plat of WATERSET WOLF CREEK PHASE G1 AND 30TH STREET PHASE G1, as recorded in Plat Book 144, Pages 184 through 201, inclusive, of the Public Records of Hillsborough County, Florida.

Mortgagee does not hereby deem the underlying indebtedness discharged nor the promissory note evidencing such indebtedness as satisfied, it being expressly the intent of Mortgagee solely to release and discharge only that portion of the Mortgaged Property as specifically described above.

[Signatures on following page.]

[Signature page to Partial Release of Mortgage.]

IN WITNESS WHEREOF, the unders	igned has set its hand and seal this 2000 day of October
2023.	MORTGAGEE:
	NASH FINANCING, LLC, a Delaware limited liability company
	By: hogh low
	Authorized Signatory Masayuci Uemura
	Address: c/o North America Sekisui House, LLC 2001 Jefferson Davis Highway, Suite 701 Arlington, VA 22202
	this certificate verifies only the identity of the individual who sattached, and not the truthfulness, accuracy, or validity of that
State of California } ss. County of San Diego }	
On this <u>20</u> day of <u>October</u> , 2023, Public, personally appeared <u>Masayuki</u> the basis of satisfactory evidence to be the personal acknowledged to me that he/she/they exec	before me, Isvetelina Danielova Tomova, Notary who proved to me or son(s) whose name(s) is/are subscribed to the within instrument atted the same in his/her/their authorized capacity(ies), and that the person(s), or the entity upon behalf of which the person(s)
I certify under PENALTY OF PERJURY unde is true and correct.	er the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	
My commission expires Danielova Tomore Notary Pub My commission expires Danuary 24, 202	TSVETELINA DANIELOVA TOMOVA COMM. # 2435783 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY By Comm. Expires January 24, 2027

Tab 5



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, FI 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:

Eight (8) Ponds (21 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 01/01/24 thru 01/01/25 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$1,118.00
Total 1st year Maintenance Cost: \$13,416.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

		Joseph 1. Craig	12/05/2023
Accepted By	Date	President, Sitex Aquatics IIc.	Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two present (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested be the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

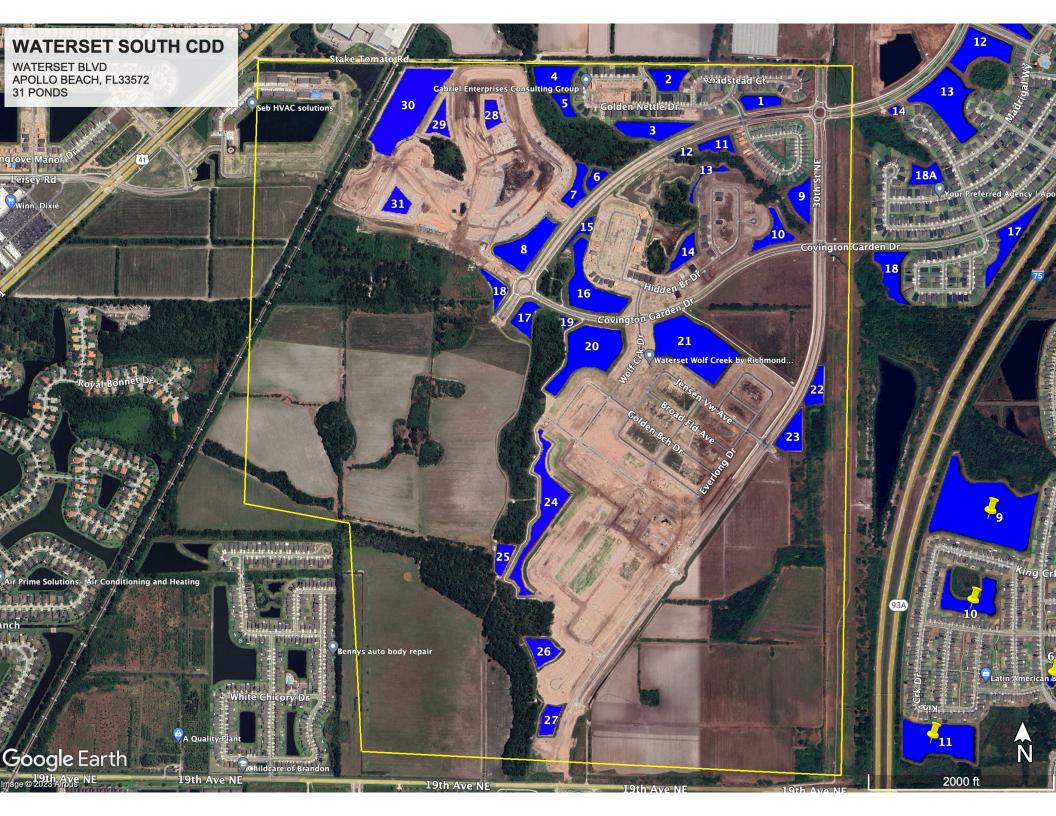
Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (MondayFriday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability:
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.



Tab 6

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 the Waterset South Community Development District was held on Thursday, November 9, 2023, at 9:05 AM at the offices of Rizzetta & Company, 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.

Present and constituting a quorum:

Amanda King
Pete Williams
Board Supervisor, Chairman
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary
Daneen Klenke
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present were:

Ruben Durand
Alyssa Willson
Cate John
District Counsel, Kutak Rock LLP (via conf. call)
Field Services, Rizzetta
Daniel Simoes
Deff Cane
Representative, Sunrise Landscape
Brad Davis
Representative, Sunrise Landscape
Representative, Sunrise Landscape

Jessy Milch Representative, Sunrise Landscape
Bert Smith Representative, Sitex Aquatics
Paul Valna Representative, Ballenger Irrigation

Audience Not Present

FIRST ORDER OF BUSINESS Call to Order

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

SECOND ORDER OF BUSINESS Audience Comments

No audience / No comments

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics

1. Presentation of Waterway Inspection Report

Mr. Smith presented report.

B. Landscape & Irrigation

1. Presentation of Landscape Inspection Report

Mr. Toborg presented report.

2. Landscape Contractor Update

Mr. Cane provided updates.

3. Irrigation Contractor Update

Mr. Valna provided updates.

C. District Counsel

Ms. Willson provided updates.

D. District Engineer

Not present / No report

E. District Manager

Mr. Durand advised the Board that the next meeting will be held on December 14, 2023, at 9:00 a.m., at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.

1. Presentation of 3rd Quarter Website Audit

Mr. Durand presented the 3rd Quarter Website Audit to the Board.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Amended Budget

On a motion by Mr. Williams, seconded by Ms. King, with all in favor, the Board adopted Resolution 2024-01, Amended Budget, for the Waterset South Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Board of Supervisors Regular Meeting Minutes for October 12, 2023

On a motion by Ms. King, seconded by Mr. Williams, with all in favor, the Board approved the Regular Meeting Minutes for October 12, 2023, for the Waterset South Community Development District.

SIXTH ORDER OF BUUSINESS

Consideration of Operation & Maintenance Expenditures for September 2023

September 2023 - \$41,256.73

On a motion by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board approved the Operations & Maintenance Expenditures for September 2023 (\$41,256.73), for the Waterset South Community Development District.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Klenke requested that a calendar invite be sent out to the Board for the full fiscal year.

EIGHTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Williams, seconded by Mr. Blakley, the Board adjourned the meeting
at 10:03 a.m., for the Waterset South Community Development District.

Assistant Secretary	Chair / Vice Chair

Tab 7

Waterset South Community Development District

<u>District Office · Riverview, Florida · (813)-533-2950</u>

<u>Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614</u>

<u>www.watersetsouthcdd.org</u>

Operations and Maintenance Expenditures October 2023 For Board Approval

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

Approval of Expenditures:
Chairperson
Vice Chairperson
Assistant Secretary

The total items being presented: \$56,449.99

Waterset South Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Heidt Design, LLC	100073	49000	Engineering Services 09/23	\$	1,653.75
Hillsborough County BOCC	ACH	2643318705 09/23	5568 Waterset Blvd. 09/23	\$	1,478.84
Innersync Studio, Ltd	100074	21679	CDD Website ADA Compliance Services FY23-24	\$	1,537.50
Kutak Rock, LLP	100075	3283038	General Counsel - Legal Services 08/23	\$	2,544.50
Rizzetta & Company, Inc.	100071	INV0000084108	District Management Fees 10/23	\$	4,300.00
Rizzetta & Company, Inc.	100072	INV0000084012	Assessment Roll Preparation FY 23/24	\$	5,250.00
Sitex Aquatics, LLC	100076	7798B	Monthly Lake Maintenance 10/23	\$	1,960.00
Sunrise Landscape	100077	13705	Monthly Landscape Maintenance 10/23	\$	9,818.92
Sunrise Landscape	100077	13997	Fertilization Application 10/23	\$	3,521.00
Sunrise Landscape	100078	13405	Monthly Landscape Maintenance 09/23	\$	9,818.92
Sunrise Landscape	100078	13467	Pest Control Services 09/23	\$	780.00
Sunrise Landscape	100080	13466	Fertilization Application 09/23	\$	2,497.00
TECO	ACH	221008801724 09/23	Lighting Services 09/23	\$	10,570.11
TECO	ACH	221009083702 09/23	Lighting Services 09/23	\$	29.75
TECO	ACH	221009083710 09/23	Lighting Services 09/23	\$	25.70
Times Publishing Company	100079	0000307926 09/24/23	Legal Advertising Account #324589 09/24/23	\$	664.00
Report Total				\$	56,449.99



Invoice

www.heidtdesign.com

Attention: Invoice Number: 49000

Waterset CDD South Invoice Date: September 30, 2023
District Office Month Ending: September 30, 2023
2700 S Falkenburg Project Manager: FRANCIS, ERIC N.
Suite 2745 Project Number: CDD WS 1002

Riverview, FL 33578

Project Name: Waterset CDD South On-Going O&M Services

		Hours	Rate	Amount
Land Planner	CDD maintenance map updates	2.25	135.00	\$303.75
Land Planner	maintenance map m-color	7.75	135.00	\$1,046.25
Land Planner	maintenance map revisions	.75	135.00	\$101.25
Land Planner	putting maintenance map layout together	1.50	135.00	\$202.50
Total Professional Services	-	12.25	_	\$1,653.75
Previously Billed				\$0.00
Maximum Allowable				\$5,000.00
Net Professional Services			_	\$1,653.75

Invoice Total \$1,653.75



Payment prior to the 15th of the month following the date of this invoice will qualify for a 2% discount.

Payment is due no later than the 25th of the month following the date of this invoice. Failure to pay the amount due within the time frame set forth herein shall result in an interest charge accruing in accordance with our contract. Please contact RikkiLee Glass if you should have a question concerning this invoice.



CUSTOMER NAME ACCOUNT NUMBER BILL DATE DUE DATE

WATERSET SOUTH CDD

2643318705

10/16/2023

11/06/2023



S-Page 1 of 4

Summary of Account Charges

Previous Balance \$548.56

Net Payments - Thank You \$-548.56

Total Account Charges \$1,478.84

AMOUNT DUE \$1,478.84

Important Message

BOCC approved rate increases are effective Oct. 1, 2023. Residential customers using 6,000 gallons of water monthly will have an average bill increase of approximately \$5.00 per month. Visit HCFLGov.net/Water, Water Rates & Fees tab for details.



This is your summary of charges. Detailed charges by premise are listed on the following page(s)



Make checks payable to: BOCC

ACCOUNT NUMBER: 2643318705



ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526 Internet Payments: <u>HCFLGov.net/WaterBill</u> Additional Information: <u>HCFLGov.net/Water</u>



THANK YOU!

<u>ՎիգիդիորՍՍԻՈւգիՈւգիսիորՍԻՈւգիդիՍիկի</u>

WATERSET SOUTH CDD 3434 COLWELL AVENUE TAMPA FL 33614-8390 1.821 8

DUE DATE	11/06/2023
AMOUNT DUE	\$1,478.84
AMOUNT PAID	



CUSTOMER NAME

ACCOUNT NUMBER 2643318705

BILL DATE

DUE DATE

WATERSET SOUTH CDD

10/16/2023

11/06/2023

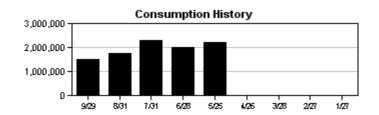
Service Address: 5568 WATERSET BLVD - COMM RCLM IRRIG

S-Page 2 of 4

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION	
702082010	08/31/2023	8232689	09/29/2023	9750050	1517361 GAL	ACTUAL	RECLAIM	

Service Address Charges

Reclaimed Water Charge \$341.44 \$341.44 **Total Service Address Charges**





CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	10/16/2023	11/06/2023

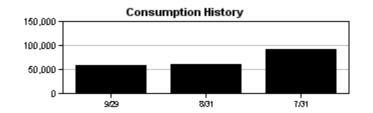
Service Address: 5675 BELLIDO LN - COMM RCLM IRRIG

S-Page 2 of 4

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702866268	08/31/2023	153262	09/29/2023	211407	58148 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$30.63 **Total Service Address Charges** \$30.63





CUSTOMER NAME

ACCOUNT NUMBER 2643318705

BILL DATE

DUE DATE

10/16/2023

11/06/2023

Hillsborough County Florida

WATERSET SOUTH CDD

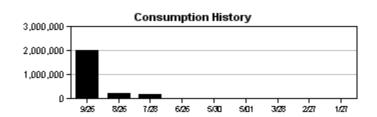
Service Address: 5448 WATERSET BLVD - COMM RCLM IRRIG

S-Page 3 of 4

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
NOMBER	DATE	NEAD	DATE	NEAD		IIFE	DESCRIPTION
702670712	08/26/2023	3862876	09/26/2023	5857621	1994745 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$1,065.24 **Total Service Address Charges** \$1,065.24





CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	10/16/2023	11/06/2023

Service Address: 5421 SUMMER SUNSET DR - COMM RCLM IRRIG

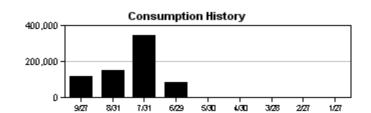
S-Page 3 of 4

County Florida

METER	PREVIOUS	PREVIOUS	PRESENT	PRESENT	CONSUMPTION	READ	METER
NUMBER	DATE	READ	DATE	READ		TYPE	DESCRIPTION
702138184	08/31/2023	576215	09/27/2023	694909	118695 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$26.59 **Total Service Address Charges** \$26.59







WATERSET SOUTH CDD 2643318705 10/16/2023

11/06/2023

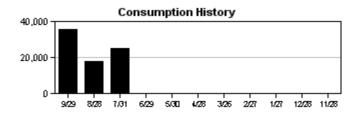
Service Address: 6021 GOLDEN NETTLE DR - COMM RCLM IRRIG

S-Page 4 of 4

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702045274	08/28/2023	42539	09/29/2023	77938	35399 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$14.94 **Total Service Address Charges** \$14.94







INVOICE

BILL TO

Waterset South CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614 INVOICE # 21679DATE 10/01/2023DUE DATE 10/16/2023TERMS Net 15

Annual service - Oct 1st to Sept 30th	BALANCE DUE	\$1,537.50
CDD Ongoing PDF Accessibility Compliance	Set vice	937.50
CDD Website Services - Hosting, support and	· ·	600.00
DESCRIPTION		AMOUNT



KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 29, 2023

Check Remit To:

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3283038 Client Matter No. 28623-1

Notification Email: eftgroup@kutakrock.com

Mr. Jerry Whited Waterset South CDD c/o Rizzetta & Company, Inc. Suite 200 3434 Colwell Avenue Tampa, FL 33614

Invoice No. 3283038 28623-1

Re	Ganaral	Counsel
	Cicheran	Comme

For Professional Legal Services Rendered

08/01/23	A. Willson	0.30	88.50	Confer with Toborg and Durand regarding landscape proposal
08/04/23	A. Willson	0.20	59.00	Confer with McCormick and Mai regarding interlocal agreement
08/07/23	J. Gillis	0.40	64.00	Review and revise tri-party agreement regarding amenities with Waterset North and Waterset Central
08/07/23	A. Willson	0.20	59.00	Confer with Mai regarding interlocal agreement
08/08/23	J. Gillis	0.10	16.00	Review and revise tri-party agreement regarding amenities with Waterset North and Waterset Central
08/08/23	K. John	0.90	225.00	Review agenda; prepare board meeting materials
08/08/23	A. Willson	0.10	29.50	Confer with Mai regarding interlocal agreement
08/09/23	J. Gillis	0.80	128.00	Review and revise landscape and irrigation maintenance agreements with SR Landscaping and Ballenger; draft budget funding agreement

KUTAK ROCK LLP

Waterset South CDD September 29, 2023 Client Matter No. 28623-1 Invoice No. 3283038 Page 2

TOTAL FOR SERVICES RENDERED

TOTAL CURRENT AMOUNT DUE

08/09/23	K. John	1.20	300.00	Review agenda; prepare board meeting materials
08/09/23	A. Willson	2.60	767.00	Confer with Huber and Durand regarding budget; review and revise developer funding agreement and proposed irrigation and landscape maintenance agreements; confer with Huber regarding meeting agenda
08/10/23	J. Gillis	0.20	32.00	Follow up from Board meeting
08/10/23	K. John	0.60	150.00	Follow up from board meeting
08/10/23	A. Willson	1.10	324.50	Attend board meeting; post meeting follow up; confer with Mahoney and King regarding funding agreement and direct collect agreement; confer with McCormick and Mai regarding interlocal agreement
08/11/23	K. John	0.50	125.00	Review acquisition items against maintenance agreement
08/11/23	A. Willson	0.20	59.00	Confer with King regarding budget and funding
08/23/23	A. Willson	0.20	59.00	Confer with Mai and Huber regarding interlocal agreement
08/31/23	A. Willson	0.20	59.00	Review and revise meeting agenda; confer with King and Huber regarding same
TOTAL HO	URS	9.80		



\$2,544.50

\$2,544.50

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

ın	VC)((20
	V	JΙ	,6

Date	Invoice #		
10/1/2023	INV000084108		

Bill To:

Waterset South CDD 3434 Colwell Ave Suite 200 Tampa FL 33614

		_			
	Services for the month of October	Term Upon R	S		ient Number
	October				0184
Description		Qty	Rate	0.00	Amount
Accounting Services		1.00	\$1,68	0.00	\$1,680.00
Administrative Services		1.00		7.50	\$367.50
Financial & Revenue Collections		1.00		5.00	\$315.00
Management Services		1.00	\$1,83		\$1,837.50
Website Compliance & Management		1.00	\$10	0.00	\$100.00
		Subtotal			\$4,300.00



Subtotal	ψ 1,000.00
Total	\$4,300.00

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Invoice

Date	Invoice #		
10/1/2023	INV0000084012		

Bill To:

Waterset South CDD 3434 Colwell Ave Suite 200 Tampa FL 33614

	Services for the month of	Term	ıs	CI	ient Number
	October	Upon R	Receipt	0	0184
Description		Qty	Rate	9	Amount
Assessment Roll (Annual)		1.00	\$5,25	50.00	\$5,250.00
1		Subtota	l		\$5,250.00

Total

\$5,250.00

Sitex Aquatics, LLC

PO Box 917 Parrish, FL 34219 US +1 8135642322 office@sitexaquatics.com Invoice

BILL TO

Waterset South CDD 9428 Camden Field Pkwy Riverview, FL 33578

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
7798B	10/01/2023	\$1,960.00	10/31/2023	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Lake Maintenance	Monthly Lake Maintenance 18 Ponds	1	1,960.00	1,960.00
	SUBTOTAL			1,960.00
	TAX	0.00		
	TOTAL			1,960.00
	BALANCE D	UE		\$1.960.00



Bill To
Waterset South
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Invoice 13705

PO#	Date	
	10/05/2023	
Sales Rep	Terms	
Clay Sones	Net 30	

Property Address
Waterset South
30th St NE
Apollo Beach, FL 33572

Description Amount

#7625 - Landscape Maintenance Agreement - Phase A & D1 October 2023

\$9,818.92



Total \$9,818.92
Credits/Payments (\$0.00)

Balance Due \$9,818.92



Bill To

Rizzetta & Company 3434 Colwell Ave. Suite 200 Tampa, FL 33614

Invoice 13997

PO#	Date	
	10/06/2023	
Sales Rep	Terms	
Alex Gonzalez	Net 30	

Property Address
Waterset South
30th St NE
Apollo Beach, FL 33572

Description Amount

#7629 - Landscape Maintenance Agreement - Fertilization October 2023

\$3,521.00



Total \$3,521.00

Credits/Payments (\$0.00)

Balance Due \$3,521.00



Bill To
Waterset South
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Invoice 13405

PO#	Date	
	09/27/2023	
Sales Rep	Terms	
Clay Sones	Net 30	

Property Address
Waterset South
30th St NE
Apollo Beach, FL 33572

Description Amount

#7625 - Landscape Maintenance Agreement - Phase A & D1 September 2023

\$9,818.92



Total \$9,818.92
Credits/Payments (\$0.00)

Balance Due \$9,818.92



Bill To	
Waterset South	
3434 Colwell Ave. Suite 200	
Tampa, FL 33614	

Invoice 13467

PO#	Date	
	09/29/2023	
Sales Rep	Terms	
Clay Sones	Net 30	

Property Address
Waterset South
30th St NE
Apollo Beach, FL 33572

Description Amount

#7636 - Landscape Maintenance Agreement - Pest Control September 2023

\$780.00



Total \$780.00

Credits/Payments (\$0.00)

Balance Due \$780.00



Bill To
Waterset South
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Invoice 13466

PO#	Date
	09/29/2023
Sales Rep	Terms
Alex Gonzalez	Net 30

Property Address
Waterset South
30th St NE
Apollo Beach, FL 33572

Description Amount

#7629 - Landscape Maintenance Agreement - Fertilization September 2023

RECEIVED

\$2,497.00

Total \$2,497.00
Credits/Payments (\$0.00)

Balance Due \$2,497.00



WATERSET SOUTH CDD

C/O WOLF CREEK PH A, D1 5586 SUMMER SUNSET DR APOLLO BEACH, FL 33572-2246 Statement Date: October 04, 2023

Amount Due: \$10,570.11

Due Date: October 25, 2023 **Account #:** 221008801724

Account Summary

Amount Due by October 25, 2023	\$10.570.11				
Current Month's Charges	\$10,570.11				
Payment(s) Received Since Last Statement	-\$6,067.63				
Previous Amount Due	\$6,067.63				
Current Service Period: August 30, 2023 - September 28, 2023					

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view your account online.



Ask for identification

Please remember, if someone visits your home or business and claims to be an employee of Tampa Electric, ask to see his or her company badge.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221008801724 **Due Date:** October 25, 2023

AN EMERA COMPANY

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

WATERSET SOUTH CDD C/O WOLF CREEK PH A, D1 3434 COLWELL AVE, STE 200 TAMPA, FL 33614-8390 Amount Due: \$10,570.11

Payment Amount: \$______

610643381343

Mail payment to: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

5586 SUMMER SUNSET DR APOLLO BEACH, FL 33572-2246 Account #: 221008801724 Statement Date: October 04, 2023 Charges Due: October 25, 2023

Important Messages

Don't get "tricked" by scammers. October is National Cybersecurity Awareness Month. Scammers never

stop and are always looking for new

ways to take advantage of those who let their quard down. A common tactic is requesting payment through mobile applications. Visit TampaElectric.com/ Scam to report a scam and learn more.

Service Period: Aug 30, 2023 - Sep 28, 2023

Rate Schedule: Lighting Service

Charge Details



Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Charges		\$10,570.11
Florida Gross Receipt Tax		\$11.72
Storm Surcharge	4351 kWh @ \$0.00326/kWh	\$14.18
Clean Energy Transition Mechanism	4351 kWh @ \$0.00036/kWh	\$1.57
Storm Protection Charge	4351 kWh @ \$0.01466/kWh	\$63.79
Lighting Fuel Charge	4351 kWh @ \$0.05169/kWh	\$224.90
Lighting Pole / Wire	229 Poles	\$6363.91
Fixture & Maintenance Charge	229 Fixtures	\$3737.28
Lighting Energy Charge	4351 kWh @ \$0.03511/kWh	\$152.76
Lighting Service Items LS 1 (Dright	Choices) for 30 days	

Total Current Month's Charges

\$10,570.11

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments: TECO

P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope.



at TECOaccount.com. Convenience fee will be charged.

using KUBRA EZ-Pay



Phone Toll Free: 866-689-6469

All Other Correspondences:

Tampa Electric P.O. Box 111 Tampa, FL 33601-0111

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care:

866-832-6249

Residential Customer Care: 813-223-0800 (Hillsborough)

863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



WATERSET SOUTH CDD

5448 WATERSET BLVD, IRRG APOLLO BEACH, FL 33572

Statement Date: October 04, 2023

Amount Due: \$29.75

Due Date: October 25, 2023

Account #: 221009083702

Account Summary

Amount Due by October 25, 2023	\$20.75				
Current Month's Charges	\$29.75				
Payment(s) Received Since Last Statement	-\$325.71				
Previous Amount Due	\$325.71				
Current Service Period: August 30, 2023 - September 28, 2023					

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight



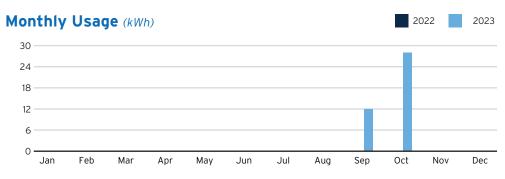
Your average daily kWh used was 0% higher than it was in your previous period.



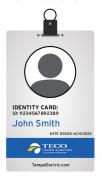
Scan here to view your account online.

FETY TIP:

Ask for identification



Please remember. if someone visits vour home or business and claims to be an employee of Tampa Electric, ask to see his or her company badge.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

TAMPA ELECTRIC

To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009083702 Due Date: October 25, 2023

\$29.75

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

660025919300

Amount Due:

Payment Amount: \$_

WATERSET SOUTH CDD 3434 COLWELL AVE, STE 200 TAMPA, FL 33614-8390

Mail payment to: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

5448 WATERSET BLVD IRRG, APOLLO BEACH, FL 33572 Account #: 221009083702 Statement Date: October 04, 2023 Charges Due: October 25, 2023

Meter Read

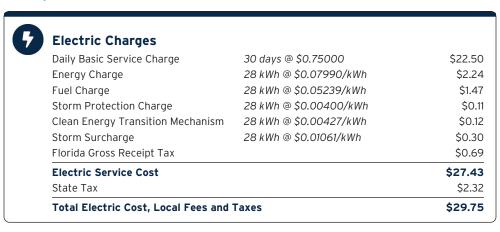
Meter Location: IRRG

Service Period: Aug 30, 2023 - Sep 28, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	-	Total Used	Multiplier	Billing Period
1000886209	09/28/2023	40	12		28 kWh	1	30 Days

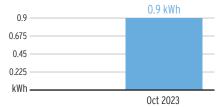
Charge Details



Total Current Month's Charges

\$29.75

Avg kWh Used Per Day



Important Messages

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Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments: TECO

P.O. Box 31318 Tampa, FL 33631-3318 Mail your payment in the enclosed envelope.

All Other

P.O. Box 111 Tampa, FL 33601-0111

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care:

866-832-6249

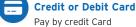
Residential Customer Care: 813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909



be charged.

using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will

Pay by credit Card



Phone Toll Free: 866-689-6469

Correspondences: Tampa Electric

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WATERSET SOUTH CDD

C/O WOLF CREEK PH A, D1 5421 SUMMER SUNSET DR, IRRIGATION APOLLO BEACH, FL 33572-2242

Statement Date: October 04, 2023

Amount Due: \$25.70

> Due Date: October 25, 2023 Account #: 221009083710

Account Summary

Current Month's Charges	\$25.70
Previous Amount Due Payment(s) Received Since Last Statement	\$324.02 -\$324.02
Current Service Period: August 30, 2023 - September 28, 2023	

Amount Due by October 25, 2023

\$25.70

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight



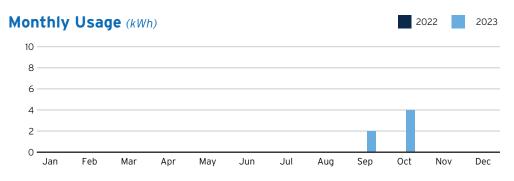
Your average daily kWh used was 0% higher than it was in your previous period.



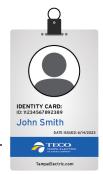
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AFETY TIP:

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TAMPA ELECTRIC

To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009083710 Due Date: October 25, 2023

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$25.70 Payment Amount: \$__

660025919301

WATERSET SOUTH CDD C/O WOLF CREEK PH A, D1 3434 COLWELL AVE, STE 200 TAMPA, FL 33614-8390

Mail payment to: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318



Service For:

5421 SUMMER SUNSET DR IRRIGATION, APOLLO BEACH, FL 33572-2242 Account #: 221009083710 Statement Date: October 04, 2023 Charges Due: October 25, 2023

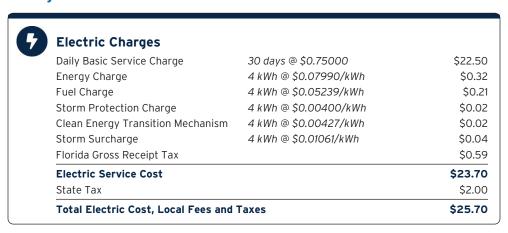
Meter Read

Service Period: Aug 30, 2023 - Sep 28, 2023

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000886162	09/28/2023	6	2	4 kWh	1	30 Days

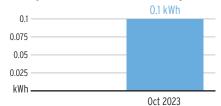
Charge Details



Total Current Month's Charges

\$25.70

Avg kWh Used Per Day



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Phone:

Commercial Customer Care: 866-832-6249

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813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties) Hearing Impaired/TTY:

7-1-1

Power Outage: 877-588-1010

Energy-Saving Programs:

813-275-3909



be charged.

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will



Phone Toll Free: 866-689-6469

Tampa Bay Times

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

Advertising Run Dates		ame	
09/24/23	WATERSET SOUT	H CDD	« Zn2-
Billing Date	Sales Re	р	Customer Account
09/24/2023	09/24/2023 Deirdre Bonett		
Total Amount D	ue	Ad	l Number
\$664.00		000	0307926

ADVERTISING INVOICE

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/24/23	09/24/23	0000307926	Times	Legals CLS	Meeting Schedule	1	2x61 L	\$660.00
09/24/23	09/24/23	0000307926	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x61 L	\$0.00 \$4.00
		:						
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	I							

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

 Advertising Run Dates
 Advertiser Name

 09/24/23
 WATERSET SOUTH CDD

 Billing Date
 Sales Rep
 Customer Account

 09/24/2023
 Deirdre Bonett
 324589

 Total Amount Due
 Ad Number

 \$664.00
 0000307926

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

WATERSET SOUTH CDD C/O RIZETTA 3434 COLWELL AVENUE SUITE 200 TAMPA, FL 33614

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE**: **Meeting Schedule** was published in said newspaper by print in the issues of:

9/24/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

7	3	
Signature Affiant	-	
Sworn to and subscribed	before me this .09/24/2	023
James	u D	
Signature of Votary Pul	blic	
Personally known	X	or produced identification
Type of identification pro	duced	



NOTICE OF PUBLIC MEETING DATES WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Waterset South Community Development District (the "District") will hold their regular meetings for Fiscal Year 20233/2024 at 9:00 a.m. at the Offices of Rizzetta and Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578 on the following dates:

October 12, 2023 November 9, 2023 December 14, 2023 January 11, 2024 February 8, 2024 March 14, 2024 April 11, 2024 May 9, 2023 June 13, 2024 July 11, 2024 August 8, 2024 September 12, 2024

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued in progress without additional notice to a date, time and location to be stated on the record

A copy of the agenda may be obtained at the offices of the District Manager, Rizzetta & Company Inc., located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578, (813) 533-2950, during normal business hours

There may be occasions when one or more Supervisors will participate by telephone.

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

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

Ruben Durand District Manager September 24, 2023

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0000307926



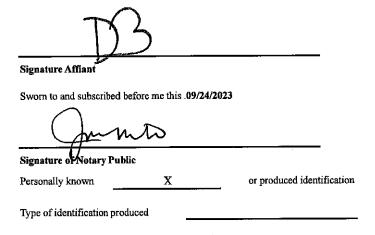
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