

**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 NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterset North Community Development District was held on **Tuesday, March 14 2017 at 3:00 p.m.** at the offices of Rizzetta & Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

Present and constituting a quorum:

Amanda King	<b>Board Supervisor, Chairman</b>
Doug South	<b>Board Supervisor, Vice-Chairman</b>
Derek Bush	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Joseph Roethke	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Shannon Nasekos	<b>Community Manager</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Roethke called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No audience present.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Special Meeting held on February 1, 2017 and 1<sup>st</sup> Audit Committee and Regular Meetings held on February 14, 2017**

On a Motion by Mr. Bush, seconded by Mr. South, with all in favor, the Board approved the Minutes of the Special Meeting held on February 1, 2017 and 1<sup>st</sup> Audit Committee and Regular Meetings held on February 14, 2017 for the Waterset North Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Operation and Maintenance Expenditures for January 2017**

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board ratified the Operation and Maintenance Expenditures for January 2017 (\$96,090.23) for the Waterset North Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for January 2017 for Café'**

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board ratified the Operation and Maintenance Expenditures for January 2017 (\$15,238.32) for the Café' for the Waterset North Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Series 2014 Construction Requisitions, #221-227**

REQUISITION #	PAYEE	AMOUNT
CUS 221	Erin McCormick, PA	\$1,332.50
CUS 222	Florida Natives Nursery, Inc.	\$2,400.00
CUS 223	HD Supply Waterworks	\$15,761.99
CUS 224	Onsight Signage	\$545.00
CUS 225	Onsight Signage	\$4,588.37
CUS 226	Onsight Signage	\$3,043.35
CUS 227	Onsight Signage	\$141.00

On a Motion by Mr. South, seconded by Ms. King, with all in favor, the Board ratified the Series 2014 Construction Requisitions (221-227) for the Waterset North Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Change Orders, #4**

CHANGE ORDER #	CONTRACTOR	DESCRIPTION	AMOUNT	CONTRACT #
4	RIPA	See Change Order for Details	7,145.60	11740-20139

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board ratified the Change Order (#4) for the Waterset North Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Presentation of Monthly Inspection Reports**

Mr. Roethke presented the monthly pond and landscape maintenance inspection reports to the Board. A discussion ensued regarding several maintenance issues.

The Board would like to request a proposal for aquatic plantings on ponds 25 and 27. Ms. King would like to attend the next landscape inspection with the vendor.

**1. Field Ops Report with Landscaper's Response for January 2017**

Mr. Roethke presented last month's inspection report which includes the landscaper's response to each item.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposals for Landscape Enhancements**

Mr. Roethke presented several landscape enhancement proposals to the Board. A discussion ensued.

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board approved proposal from Sunrise Landcare for plant replacements at a total cost of (\$5,842) contingent upon planting in June for the Waterset North Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion Regarding District's Liquor License**

Mr. Roethke informed the Board that a new liquor license application does not need to be submitted at this time.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of YMCA Swim Lessons**

Mr. Roethke presented a proposal from the YMCA for swim lessons. Ms. King reviewed the history of the YMCA usage at Waterset. A discussion ensued regarding the details of this proposal. The Board would like the YMCA to update their proposal to change several items: 8 am-11 am class times, no weekends, and discounts for residents. Ms. Nasekos will follow up with the YMCA on these items.

On a Motion by Ms. King, seconded by Mr. South, with all in favor, the Board approved Mr. Bush as liaison for this project with the YMCA agreement for the Waterset North Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-14,  
Boundary Amendment**

Mr. Roethke presented Resolution 2017-14 to the Board, which will authorize another boundary amendment and related funding agreement. Mr. South reviewed the details of this resolution, boundary amendment details, and funding agreement with the Board. A discussion ensued and Mr. South entertained various questions.

On a Motion by Mr. Bush, seconded by Ms. King, with all in favor, the Board adopted Resolution 2017-14 for the Waterset North Community Development District.

Mr. Roethke presented a proposal from Rizzetta & Company for services related to this boundary amendment.

On a Motion by Mr. South, seconded by Ms. King, with all in favor, the Board approved proposal from Rizzetta & Company for boundary amendment related services at a cost of (\$5,000) for the Waterset North Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Discussion Regarding Vendor Agreements**

Mr. Roethke discussed the use of vendor agreements going forward for any outside vendor performing a service (classes, markets, etc.) on CDD property. Ms. King discussed the background of this item with the Board and urged for the need of agreements for each of these vendors. Mr. Roethke will bring this template to the next meeting for Board approval.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Clubhouse Manager**

Ms. Nasekos presented the Clubhouse Manager's Report to the Board. A discussion ensued regarding several maintenance items, including access hours for amenities.

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board of Supervisors agreed to open the Lakeside Amenity Splash Pad at 8:00 am and close at dusk, with access to the overall Lakeside Amenity Area from dawn to one hour after dusk for the Waterset North Community Development District.

On a Motion by Mr. Bush, seconded by Mr. South, with all in favor, the Board of Supervisors approved a not-to-exceed amount of (\$3,000) for maglock system at Lakeside bathrooms for the Waterset North Community Development District.

**B. Café Sales Report**

Mr. Roethke presented a café sales report to the Board. Mr. Roethke informed the Board that this is just a preliminary report and a more concise and focused report will be presented at the next meeting. The Board recommended that the café manager attend a future meeting to review these reports.

The Board discussed other café-related items, including potential specials and promotions.

**C. District Counsel**

Not present.

**D. District Engineer**

Not present.

**E. District Manager**

Mr. Roethke stated that the next regular meeting will take place on Tuesday, April 11, 2017 at 3:00 p.m. at Rizzetta & Company's Riverview Office located at 9428 Camden Field Parkway, Riverview, Florida 33578.

**1. Action Item List**

Mr. Roethke presented an action item list to the Board.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Bush asked about appointing residents to a potential open Board Supervisor seat.

Ms. King requested a message board to be installed at the Lakeside Amenity.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, Board of Supervisors adjourned the meeting at 5:15 p.m. for Waterset North Community Development District.
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Secretary/Assistant Secretary

  
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Chairman/ Vice Chairman

**Waterset North CDD**

**EXHIBIT TO 3-14-17 MINUTES:**

Agreement for District Services to do Boundary Amendment Work

## **CONTRACT FOR DISTRICT SERVICES**

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**DATE:** March 14, 2017

**BETWEEN:** **RIZZETTA & COMPANY INCORPORATED**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "Consultant");

**AND:** **WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT**  
9428 Camden Field Parkway  
Tampa, Florida 33578

(Hereinafter referred to as "Client").

### **PURPOSE AND SCOPE OF SERVICES:**

The purpose of this engagement is for the Consultant to provide services to amend the boundary of the Waterset North Community Development District (the "District") in Hillsborough County, as follows:

#### **DISTRICT SERVICES:**

- 1) Preparation of the Statement of Estimated Regulatory Costs in accordance with Chapters 190 and 120, Florida Statutes for inclusion in the petition.
- 2) Attendance at all meetings, workshops and public hearings required to determine the feasibility and structure of the District and obtain governmental approval.
- 3) All administrative duties required for establishment of the District, including legal publications and notices.
- 4) Presentations to Client staff and property owners regarding the District.
- 5) Any additional services, such as financial modeling or cashflow analysis will be performed on an as requested basis when authorized by the Client.

All services will be completed on a timely basis in conjunction with the timeframes set forth by the Client and the District finance team.

**FEE SCHEDULE:**

**DISTRICT SERVICES** items 1-4, as described above, will be billed on a lump sum basis of \$5,000.00. This amount will be invoiced and will be payable at the time the Statement of Estimated Regulatory Costs is completed and submitted for filing with the petition to the appropriate authority. The payment of this fee is not contingent upon the successful adoption of an ordinance/rule to establish the District.

**DISTRICT SERVICES** item 5, as described above, will be billed on an hourly basis at our standard rate of \$225/hour. Fees for these services will be invoiced on a monthly basis and will be due and payable when invoiced.

In addition to the professional fees outlined above, project-related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation/parking, lodging, meals, reproduction, long distance telephone, facsimile transmission, postage, clerical support, computer charges and express mail. These expenses will be invoiced along with fees and will be due and payable when invoiced.

**AN INITIAL RETAINER** normally required for Consultant to begin the activities outlined in this contract will be waived.

**CLIENT RESPONSIBILITIES:**

The Client shall furnish all appropriate maps, data and information relative to the project necessary for the Consultant to perform the duties of this Contract. In addition, Client shall provide timely services of its staff deemed necessary as the project progresses. Expenses incurred in providing this support shall be the sole responsibility of the Client.

**NON-CONTINGENCY:**

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**GENERAL TERMS AND CONDITIONS:**

- 1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70. F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.



- 2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs. Including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- 3) Abandonment or suspension of the project shall not relieve the Client of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated hourly rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed the services as outlined herein.
- 4) Ownership of all file copies of data, calculations, computer files and texts of reports, as instruments of service, under all circumstances is that of the Consultant.
- 5) The Client assumes full responsibility for damages awarded to third parties due to misuse by Client of the reports, in addition to any damages arising to the Consultant from said misuse by Client. Consultant shall have no responsibility for misuse of reports by third parties.
- 6) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 7) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- 8) The rights and obligations of the Client as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Client. There shall be no assignment of this contract by the Consultant.
- 9) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.

This Contract shall represent the entire agreement between the Consultant and the Client. Both Consultant and Client understand and agree with the terms and conditions as set forth herein.

**ACCEPTED BY:**

**RIZZETTA & COMPANY INCORPORATED**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

**WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_