

**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, April 11, 2017 at 3:15 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>
Pam Parisi	<b>Board Supervisor, Assistant Secretary</b>
Derek Bush	<b>Board Supervisor, Assistant Secretary</b>
Jeff Carter	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Joseph Roethke	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Erin McCormick	<b>District Counsel, Erin McCormick Law</b>
Shannon Nasekos	<b>Community Manager</b>
Michele Jackson	<b>Café Manager</b>
Amanda Miller	<b>Aquatic Systems</b>
Peter Simoes	<b>Aquatic Systems</b>
Audience	

**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**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Proposal for Private  
Swim Lessons**

Mr. Roethke presented a proposal for private swim lessons to the Board. Erin Hurst discussed the details of this proposal with the Board.

Mr. Bush updated the Board on the status of the proposal from the YMCA that was discussed

at the previous meeting. The YMCA agreed to only Monday/Wednesday/Friday classes which will end prior to 11:30 a.m. The YMCA is still discussing the costs associated to the CDD for this program. A discussion ensued.

On a Motion by Ms. King, seconded by Mr. Carter, with all in favor, the Board approved the proposal from Erin Hurst for private swim lessons from 9-11 am and 5-7 pm on Tuesdays and Thursdays, pending approval of a vendor agreement for the Waterset North Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Regular Meeting held on March 14, 2017**

On a Motion by Mr. Bush, seconded by Ms. King, with all in favor, the Board approved the Minutes of the Regular Meeting held on March 14, 2017 for the Waterset North Community Development District.

**FIFTH ORDER OF BUSINESS**

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

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2017 (\$78,845.04) for the Waterset North Community Development District.

**SIXTH ORDER OF BUSINESS**

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

On a Motion by Mr. Carter, seconded by Ms. Parisi, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2017 (\$19,732.94) for the Café' for the Waterset North Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Series 2014 Construction Requisitions, #228**

REQUISITION #	PAYEE	AMOUNT
CUS 228	RIPA	\$37,924.85

On a Motion by Ms. King, seconded by Mr. Carter, with all in favor, the Board ratified the Series 2014 Construction Requisitions (228) for the Waterset North Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Change Orders**

There were no change orders.

**NINTH ORDER OF BUSINESS**

**Presentation of Monthly Inspection Reports**

Mr. Roethke presented the monthly pond and landscape maintenance inspection reports to the Board. Ms. Miller and Mr. Simoes reviewed the details of the monthly pond report with the Board. Ms. Miller discussed recommendations for proposals that may be presented at a future meeting, including lake assessments and littoral shelf maintenance.

A discussion ensued regarding several maintenance issues on the landscape report, including dead shrubs and dog park erosion.

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

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

**TENTH ORDER OF BUSINESS**

**Consideration of Proposal for Aquatic Plantings**

Mr. Roethke presented a proposal for aquatic plantings to the Board. Ms. Miller reviewed the details of this proposal with the Board.

On a Motion by Ms. King, seconded by Mr. South, with all in favor, the Board approved proposal from Aquatic Systems for aquatic plantings on ponds #25 and #27 at a total cost of (\$1,077) for the Waterset North Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposal for Midge Fly Treatment**

Mr. Roethke presented a proposal for midge fly treatment to the Board. Ms. Miller reviewed the details of this proposal with the Board.

On a Motion by Ms. King, seconded by Mr. Bush, with all in favor, the Board approved proposal from Aquatic Systems for midge fly treatments on pond #4 at a total cost of (\$419) for the Waterset North Community Development District.

*(Both Ms. Miller and Mr. Simoes left while the meeting was in progress at 4:24 pm)*

**TWELFTH ORDER OF BUSINESS**

**Consideration of Proposals for Landscape Enhancements**

Mr. Roethke presented proposals for landscape enhancements 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 and installations at a total cost of (\$2,365.50) for the Waterset North Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Vendor Agreement Template**

Mr. Roethke presented a vendor agreement template to the Board. Mr. Bush provided a revised template vendor agreement to the rest of the Board. A discussion ensued.

On a Motion by Mr. South, seconded by Ms. Parisi, with all in favor, the Board approved revised vendor agreement template pending review by District Counsel, including an exhibit to be provided by Ms. King for the Waterset North Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Proposals for Lakeside Restroom Access Control**

Mr. Roethke presented several proposals for lakeside restroom access control to the Board. Ms. Nasekos reviewed the details of these proposals with the Board. A discussion ensued.

On a Motion by Ms. King, seconded by Ms. Parisi, with all in favor, the Board approved proposal from Accurate Electronics for Lakeside restroom access at a cost of (\$2,879.18) for the Waterset North Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of TECO Street Lights Transfer**

Mr. Roethke presented a TECO street lights transfer request to the Board. Ms. King informed the Board that there were a number of street lights that were mistakenly included in the Street Lighting District. These need to be transferred back to the CDD since they are only in CDD-owned parking lots in the Landing and Lakeside amenity areas.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Recommendation of Audit Review Committee**

Mr. Roethke asked the Board to approve the Audit Committee's recommendation for audit services. The Board approved the Audit Committee's recommendation for audit services, with Berger, Toombs, Elam, Gaines, & Frank being named as the auditor for Fiscal Year 2017.

On a Motion by Mr. South seconded by Ms. King, with all in favor, the Board approved the Audit Committee's recommendation for audit services, with Berger, Toombs, Elam, Gaines, & Frank being named as the auditor for Fiscal Year 2017 for the Waterset North Community Development District.

**SEVENTEENTH 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.

**B. Café Sales Report**

Ms. Jackson presented a café sales report to the Board. A discussion ensued regarding the details of this report and Ms. Jackson entertained various questions from the Board, including food options and ideas for additional advertising.

Ms. King requested that the Board is notified if there are any significant staffing changes.

Ms. Jackson will continue to attend meetings on a quarterly basis.

**C. District Counsel**

Ms. McCormick updated the Board on the status of the Boundary Amendment, and this petition has been filed with the County last week.

**D. District Engineer**

Not present.

**E. District Manager**

Mr. Roethke stated that the next regular meeting will take place on Tuesday, May 9, 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.

**EIGHTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Carter asked about additional lighting at Lantern View Park.

Mr. Bush discussed the YMCA swim agreement.

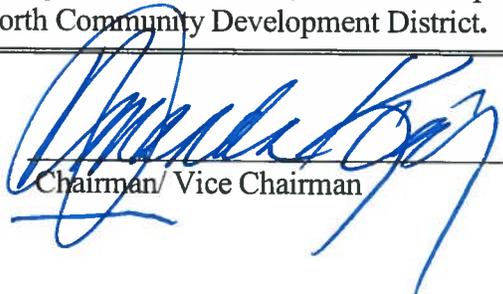
On a Motion by Ms. King, seconded by Ms. Parisi, with all in favor, the Board approved agreement with YMCA pending counsel review for the Waterset North Community Development District.

**NINETEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Carter, seconded by Ms. King, with all in favor, Board of Supervisors adjourned the meeting at 5:51 p.m. for Waterset North Community Development District.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

**Waterset North CDD**

**EXHIBIT TO 4-11-17 MINUTES:**

Vendor Agreement Template

# Independent Contractor Agreement

**WITNESSETH:**

WHEREAS, Waterset North CDD (hereinafter "the CDD") has entered into an agreement with \_\_\_\_\_, Independent Contractor (hereinafter "Contractor"), for the performance of certain Services, the parties agree to the terms as follows:

**SERVICES**

The Services to be provided by Contractor to its participants, customers, or patrons, are as follows: \_\_\_\_\_

---

---

---

---

---

**INDEPENDENT CONTRACTOR RESPONSIBILITIES**

Contractor warrants and agrees to ensure that all individuals who are utilized by Independent Contractor in the scope of performance of the Services referenced herein are duly qualified, experienced, and appropriate for such activities. Contractor warrants that it/they have conducted appropriate and reasonable inquiry into the background of any individuals who Contractor will utilize in performance of the Services referenced herein. Contractor will comply will all applicable laws and statutes with reference to its employment of contracted or volunteer workers, and assumes the responsibility of ensuring any such workers are fit for such activities.

Contractor is responsible for the conduct of any participants, customers, employees, or patrons of their services, and is expected to ensure compliance with District rules regarding use of District property, including prohibitions against the use of profanity or disruptive behavior. The services to be performed under this contract will be performed entirely at Contractor's risk and Contractor assumes all responsibility for their activities in the performance of the services referenced herein, including returning all CDD property and premises to its original condition.

### **TERM OF AGREEMENT**

This agreement is not automatically renewable. This contract is valid only from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **COMPENSATION**

The CDD agrees that the Contractor shall receive 90% of income derived from the Services described herein, with 10% being remitted to the CDD in lieu of a facility use fee. Contractor will collect all fees or costs from those participating in the Services offered, and is responsible for turning in proper documentation and payment (10% of total revenue) to the CDD the 1st of the following month. Late payments made after the 5th of the following month will be charged a late fee of \$25.00, and late payments may constitute a basis for termination of this agreement by the CDD.

### **TERMINATION**

Either party to this agreement may terminate this agreement without liability, fee or penalty, at any time and without cause, by giving seven (7) days prior written notice. Additionally, if Contractor defaults in the performance of or breaches any of its covenants, agreements or obligations under this Agreement, the CDD may terminate this agreement without any prior written notice, without penalty.

### **INDEPENDENT CONTRACTOR**

Nothing continued in this Agreement or in the relationship of the Contractor and the CDD shall be deemed to constitute a partnership, joint venture, or any other relationship except for the independent contractor relationship described in this Agreement. Contractor's authority and right to be on CDD property is limited solely to performing the Services set forth herein in accordance with the terms of this agreement.

### **INSURANCE REQUIREMENTS**

Contractor shall provide the CDD with a copy of their valid and current insurance policy, which must remain in effect for the entirety of the term of this agreement. The policy must carry a minimum of One Million Dollars (\$1,000,000) in General Liability Insurance. The liability insurance must further include the CDD as an additional insured on the policy for the term of this Agreement.

**INDEMNIFICATION**

Contractor shall indemnify, defend, save and hold the CDD and its officers, directors, employees, agents, servants, successors, and authorized agents (hereinafter “indemnified parties”) harmless from any and all suits, actions, legal or administrative proceedings, claims and demands made/asserted/threatened by any third party and all related losses, expenses, damages, costs, actions, property loss, personal injury or death, fines, penalties and liabilities, including reasonable attorneys’ fees and expenses incurred by or asserted against the Indemnified Parties in investigation or defense, which arise out of or that are related to or connected with the services being provided by the Contractor which are the subject of this agreement.

It is expressly understood that the Contractor shall assume the defense and all liability for or related to any claims or lawsuits which are related whatsoever to the services which are the subject of this agreement, whether there is any additional allegation of negligence or independent acts on the part of the CDD or its agents/employees. Further, Contractor shall be solely liable and responsible to its participants, customers, patrons or employees for the resolution of any complaint or claim made against Contractor for failure to perform Services in accordance with the terms of any service agreement between Contractor and any third party.

**NO ASSIGNMENT BY CONTRACTOR**

This agreement, nor any of the provisions therein, may be assigned by the Contractor to any third party. None of the obligations of, or privileges granted by, the CDD are transferrable, for any reason or purpose, without the express written consent of the CDD.

**MISCELLANEOUS**

---

---

---

---

---

---

---

**ENTIRETY OF AGREEMENT**

There are no provisions to the independent contractor agreement between the parties other than the terms which are laid out herein. The Contractor is not relying upon any material representations of any individuals, representatives, or agents other than those terms contained within this agreement.