



Rizzetta & Company

# **Waters Edge Community Development District**

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**Board of Supervisors' Meeting  
May 27, 2021**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
813.994.1001**

[www.watersedgeccd.org](http://www.watersedgeccd.org)

# **WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At the Waters Edge Clubhouse, located at:  
9019 Creedmoor Lane, New Port Richey, FL 34654

<b>Board of Supervisors</b>	Teri Geney George Anastasopoulos Michaela Ballou Timothy Haslett Jason Peterson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Greg Woodcock	Cardno TBE

**All cellular phones must be placed on mute 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) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.watersedgecdd.org](http://www.watersedgecdd.org)

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**Board of Supervisors  
Waters Edge Community  
Development District**

May 19, 2021

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waters Edge Community Development District will be held on **Thursday, May 27, 2021 at 5:00 p.m. at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654**. The following is the tentative agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Engineer**
    1. Presentation of Community Wall Clearing Report and Proposals.....Tab 1
    2. Presentation of Phase 1, 5, and 6 Pond O&M Report and Proposals.....Tab 2
  - B. Aquatics Manager**
    1. Presentation of the Monthly Aquatics Report.....Tab 3
  - C. PSA Inspection Reports.....Tab 4**
  - D. District Counsel**
  - E. District Manager**
    1. Presentation of Action Item List (under separate cover)
- 4. BUSINESS ITEMS**
  - A. Update on Moon Lake Road Bike Path**
  - B. Consideration of ASI Landscape Proposals.....Tab 5**
  - C. Discussion Regarding Transplanting Windmill Palms**
  - D. Presentation of Fiscal Year 2021/2022 Proposed Budget (under separate cover)**
    1. Consideration of Resolution 2021-02, Approving Fiscal Year 2021/2022 Proposed Budget and Setting the Public Hearing on the Final Budget.....Tab 6
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on April 22, 2021.....Tab 7**
  - B. Consideration of Operation and Maintenance Expenditures for April 2021.....Tab 8**
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

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

Sincerely,

*Matthew Huber*

Matthew Huber  
Regional District Manager

# **Tab 1**

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2021/2022; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Waters Edge Community Development District (“**District**”) prior to June 15, 2021 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Proposed Budget**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 26, 2021

HOUR: 3:30 p.m.

LOCATION: Waters Edge Clubhouse  
9019 Creedmoor Lane  
New Port Richey, Florida 34654

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED ON MAY 27, 2021.**

Attest:

**Waters Edge Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2021/2022**

# Exhibit A

## **Tab 2**

**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.*

**WATERS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Waters Edge Community Development District was held on **Thursday, April 22, 2021, at 3:30 p.m.** at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654.

Present and constituting a quorum:

Teri Geney	<b>Board Supervisor, Chairman</b>
George Anastasopoulos	<b>Board Supervisor, Vice Chairman</b>
Timothy Haslett	<b>Board Supervisor, Assistant Secretary</b>
Rocco Iervasi	<b>Board Supervisor, Assistant Secretary</b>
Michaela Ballou	<b>Board Supervisor, Assistant Secretary</b>

*(joined the meeting in progress)*

Also present were:

Matthew Huber	<b>Regional District Manager, Rizzetta &amp; Company</b>
John Vericker	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Greg Woodcock	<b>District Engineer, Cardno</b>
Frank Nolte	<b>District Engineer, Cardno</b>

Audience

**FIRST ORDER OF BUSINESS**                      **Call to Order**

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

**SECOND ORDER OF BUSINESS**                      **Audience Comments on Agenda Items**

There were no audience comments put forth at this time.

**THIRD ORDER OF BUSINESS**                      **Staff Reports**

**A. District Engineer**

Mr. Nolte and Mr. Woodcock gave the Board updates regarding erosion repairs. They stated that ASI would be starting the work next week. They inspected the conservation areas on Oyster Bay and there were no issues in these areas. The walls at Ragsdale and Biddeford have been inspected. It was stated that 3800 linear feet of bushes/shrubs that prevent access need to be cleared at a cost of approximately \$13,500 and \$19,000. District Engineer will reach out to ASI.



97  
98 **SEVENTH ORDER OF BUSINESS** **Administer Oath of Office to Newly**  
99 **Appointed Supervisor**

100  
101 Mr. Huber, a notary public in the state of Florida administered the oath of office to  
102 Jason Peterson. Mr. Peterson, swore, affirmed and executed the oath of office. Mr. Peterson  
103 elected to receive compensation for meeting attendance.

104  
105 **EIGHTH ORDER OF BUSINESS** **Review of Form 1 and Sunshine**  
106 **Amendment**

107  
108 Mr. Vericker briefly reviewed the Form 1 and Sunshine Amendment. Mr. Huber gave  
109 Mr. Peterson the new Board Supervisor package and additional forms.

110  
111 *(Ms. Ballou joined the meeting in progress at 4:58 p.m.)*

112  
113 **NINTH ORDER OF BUSINESS** **Discussion Regarding Outstanding ASI**  
114 **Landscape Proposals**

115  
116 The Board discussed the following ASI Landscape proposals and tracking sheet  
117 (attached as Exhibit B):

- 118  
119 1. Creedmoor Berm Irrigation Proposal (\$2,172.82) – tabled. BOS to walk and  
120 review the area.  
121 2. Creedmoor Berm Planting (\$1,475.18 – tabled.  
122 3. Tree in Tract C (diseased or not?) – tabled.  
123 4. New sod installed only on left-hand side of sidewalk. Right-hand side of  
124 sidewalk has not been done (\$2,375) – tabled.  
125 5. Mulch for Pond AA1 – switch to pine needles – tabled.

126  
127 The Board discussed the Exhibit “A” with Pasco County Agreement. Tim and  
128 Mickey to meet and discuss a 60/40 split.

129  
130 **TENTH ORDER OF BUSINESS** **Consideration of Minutes of the Board of**  
131 **Supervisors’ Meeting on March 25, 2021,**  
132 **the Special Meeting held on April 8, 2021**  
133 **and the Revised Minutes of the Board**  
134 **Meeting held on February 25, 2021**

135  
136  
137  
138 Mr. Huber presented the minutes for the Board of Supervisors’ meeting held on  
139 March 25, 2021, the minutes of the Special Meeting held on April 8, 2021 and the revised  
140 minutes of the Board meeting held on February 25, 2021. There were no changes made to  
141 three sets of meeting minutes.

142  

On a Motion by Ms. Ballou, seconded by Mr. Haslett, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors’ meeting held on March 25, 2021, the Minutes of the special meeting held on April 8, 2021 and the revised Minutes of the Board meeting held on February 25, 2021 as presented for the Water’s Edge Community Development District.



# Exhibit A

**From:** [Matthew E. Huber](#)  
**To:** [George Anastasopoulos](#); [Michaela Ballou](#); [Rocco Iervasi](#); [Teri Geney](#); [Timothy Haslett](#)  
**Cc:** [Dawn Valley](#)  
**Subject:** FW: Waters Edge CDD - Open Board  
**Date:** Tuesday, April 20, 2021 6:22:15 PM

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Supervisors,

Please see the link below, we will make and bring copies for the meeting.

Thank you.

**In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the District Office at (813) 933-5571.**

**Matthew Huber**

Regional District Manager  
Rizzetta & Company  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625  
Phone: 813-933-5571  
[mhuber@rizzetta.com](mailto:mhuber@rizzetta.com)

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**From:** Matthew B <[xmatt036npr@gmail.com](mailto:xmatt036npr@gmail.com)>  
**Sent:** Tuesday, April 20, 2021 5:44 PM  
**To:** Matthew E. Huber <[MHuber@rizzetta.com](mailto:MHuber@rizzetta.com)>; Matthew B <[xmatt036npr@gmail.com](mailto:xmatt036npr@gmail.com)>  
**Subject:** Waters Edge CDD Board

please see links below for letter of application and recommendation

thanks

Matthew W. Borsch

**Matthew W. Borsch**

11148 biddeford place  
New port richey, fl 34654  
(727) 433-0032  
[xmatt036npr@gmail.com](mailto:xmatt036npr@gmail.com)

April 20, 2021

Mr. Matthew Huber " Waters edge CDD"

Rizzetta & Company

3434 colwell ave

Suite 200

Tampa. FL. 33614

[Mhuber@rizzetta.com](mailto:Mhuber@rizzetta.com)

Dear Mr. Huber,

I was told there could soon be an open seat on the waters edge CDD board. With that in mind I would like to inquire and apply should that be the case. As a 14 year resident of Waters Edge, and more over a lifelong resident of Florida. I have seen first hand the growth within our local community and state over the years. As such I understand what a great responsibility it is to oversee and protect the conservation lands and waterways interested in the CDD board for the next generation to enjoy. Moreover I feel I can levy my years and experiences from living in and enjoying the community personally to the betterment there of. I also bring a unique perspective through my working with some of our disabled residents within our community . Our disabled residents make up a small group within our ranks, but I feel they are one who through no particular fault are underrepresented in our community leadership. I hope my joining of the CDD board could assist with that in the future.

Best regards,

Matthew W. Borsch

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To: Waters Edge CCD Board Members

Re: Consideration of appointment to CCD Board, Matt Borsch

April 20, 2012

Dear Members of the Board,

I am writing as a reference to support your consideration of an appointment to the Waters EDGE CCD Board for Mr. Matt Borsch. I have known Matt professionally for several years, through our volunteering as poll workers for Mr. Brian Corley, Supervisor of Elections, Pasco County. I have been a Supervisor for the elections during the years I have known Matt, he has been both a Supervisor and Ballot Distributor.

Matt has impressed me with his ability to handle his responsibilities very professionally, always maintaining calm in good and stressful times, accurately performing the many tasks required of his job during the very long, sixteen hour election days. I always look forward to working with him.

I had a lengthy discussion with Matt about the responsibilities of being a CCD Board member, what he feels he could contribute to the Board, and what he has done to prepare himself for the job. Considering his history with the elections, his age as a younger, enthusiastic member, and our discussion, I am very pleased to be able to give him my highest recommendation for the available seat. He is a valuable asset to our poll worker community and I am sure will be for the Waters Edge CCD Board.

Best regards,  
Chuck Hollweg  
Senior V.P., Private Wealth Management, Retired  
Regions Bank

Chuck & Teresa Hollweg  
6750 Coronet Dr  
New Port Richey, FL 34655  
H 727 375-7599  
C 727 504-2768

[To: Waters Edge CCD Board Members](#)

[Business letter](#)

# **Exhibit B**

CDD PROPOSALS/WORK SUMMARY

Date Initiated	Proposal Date	Estimate #	Description	Total	Date Executed	Date Complete	Comments
	2/16/21	ASI EST2309778	Belle Haven inbound sod	5402.95, then reduced to 4962.86	3/2/21	3/31/21	inv142727
	2/23/21	ASI EST2319090	Bahia install outbound BelleHaven	1352.74			On hold until Bike Path completion
	2/23/21	ASI EST2319043(A)	BelleHaven outbound Laurel Oak Removal	1500, then reduced to 1333. on 2/25			On hold until bike path completion
	3/22/21	ASI EST2319043 (B)	BelleHaven outbound crown and raise 3 oaks	875			Alternative to option (A). Hold until path completion
	3/19/21	ASI EST2370271	Plant fill in Tracts C & D (entrance)	1817	3/25/21		
	3/24/21	ASI EST2380807	irrigation for Creedmoor berm	2172.82			TG: suggest 360 degree heads on existing sod rotors
3/15/21	3/30/21	ASI EST2397724	elevate Oak trees (2) in Tract C near residence	1500			Arborist said no health issues. Waiting for official communication to inform resident
	3/30/21	ASI EST2400219	Fill Pond AA1 erosion	504.99	4/1/21		
	4/5/21	ASI EST2412897	Bike Path Part A	53,277.76, reduced to 49,727.76			No plant removal or pipe sleeves
	4/2/21	ASI EST2409276	Bike Path Part B	25,560.74			No action. Est. good for 90+ days
	4/5/21	ASI EST2413034	Bike Path Part C	28,217.60			No action.
	4/8/21	ASI EST2426574	replant Creedmoor berm	1475.18			TG: suggest flush cut only, no replanting
3/31/21	4/12/21	ASI EST2433002	sod for right side of Belle haven sidewalk	2375			This reflects approx. half of sod to be replaced. Other will be warranty work.

3/16/21			Prune low hanging trees per contract (Marblehead/Pennsville)				
4/6/21			Tree replacement on Marblehead				(warranty?)
3/31/21	4/21/21	ASI EST2463922	mulch Pond AA1 retaining walls	3375.			
4/1/21	4/21/21	ASI EST 2464060	mulch for Tract C oaks	2250			



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2397724 Belle haven inbound side Oak trees  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2397724  
 Date: Mar 30, 2021

This estimate is to remove all deadwood greater than 2 inches and to lightly elevate the trees.

Belle Haven inbound - Oak Tree elevation	\$1,500.00
Ameri-Tree	\$1,500.00
Subtotal	\$1,500.00
Taxes	\$0.00
Estimate Total	\$1,500.00

## GENERAL TERMS AND CONDITIONS

### PART 1: CONTRACTOR'S RESPONSIBILITY

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Warranties: Warranties provided by the Contractor for both product and labor are subject to the following terms and conditions:

- I. If the Client has an existing landscape maintenance agreement with the Contractor, the warranty shall be for 1(one) year commencing on the day the work is completed and accepted by the Client.
- II. If the Client does not have an existing landscape maintenance agreement with the Contractor, the warranty shall be for 6 (six) months commencing on the day the work is completed and accepted by the Client.
- III. If the Client enters into a landscape maintenance agreement with the Contractor, either during or upon completion of the work, the

Contractor will warranty the product per clause (1) above.

IV. If the Client cancels an existing landscape maintenance agreement with the Contractor within the first 6 (six) months of the warranty, the warranty shall only be in effect for the remaining time of the 6 (six) month period.

V. If the Contractor cancels an existing landscape maintenance agreement with the Contractor after the first 6 (six) months of the warranty period, the warranty period will have ended.

D. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

E. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

F. Insurances: The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

G. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

H. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

I. Invoicing: The Contractor will invoice for the amount set forth under the prices and terms included in this contract under Section B: Terms of Payment. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

#### PART 2: CLIENT'S RESPONSIBILITY

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Jobsite Access: The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

C. Payment: The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If not paid within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

#### PART 3: OTHER TERMS

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

A. Termination: This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred

through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination.

B. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

C. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Ameriscape USA, Inc.

D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

E. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2380807-Waters Edge (HOA) New Zone Install For Berm on Creedmoor Ln  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2380807  
 Date: Mar 24, 2021

**New zone install for berm on Creedmoor Ln \$2,172.82**

We will need to install a new zone for the berm on Creedmoor Ln. This new zone will require a new 1" commercial valve with a new 1-station decoder and will be a drip zone.

	Maintenance Irrigation General		\$1,300.00	
	Repair labor - General Head,			
	Nozzle, Drip line, Lateral Line, and			
	Val			
1 EA	Hunter ICV-101G - 1" Globe Valve		\$130.00	\$130.00
	w/ Flow Control			
1 EA	Decoder - 1 Station ICD-100	Hunter	\$225.00	\$225.00
20 EA	1/2"-1" MISC Fittings		\$1.75	\$35.00
4 EA	1.25"-2" MISC PVC Fittings		\$3.00	\$12.00
400 LF	1" PVC Pipe - Sch. 40		\$0.42	\$168.00
50 LF	1/2" PVC Pipe - Sch. 40		\$0.22	\$11.00
10 EA	Drip Line Fittings		\$2.00	\$20.00
500 LF	Rain Bird XFD Drip Tubing - .9 GPH		\$0.35	\$175.00
1 EA	Valve Box - 10" Round	Body & Lid	\$16.82	\$16.82
80 EA	6" Drip Staple		\$1.00	\$80.00
			<b>Subtotal</b>	<b>\$2,172.82</b>
			<b>Taxes</b>	<b>\$0.00</b>
			<b>Estimate Total</b>	<b>\$2,172.82</b>

## GENERAL TERMS AND CONDITIONS

### PART 1: CONTRACTOR'S RESPONSIBILITY

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Warranties: Warranties provided by the Contractor for both product and labor are subject to the following terms and conditions:

I. If the Client has an existing landscape maintenance agreement with the Contractor, the warranty shall be for 1(one) year commencing on the day the work is completed and accepted by the Client.

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V. If the Contractor cancels an existing landscape maintenance agreement with the Contractor after the first 6 (six) months of the warranty period, the warranty period will have ended.

D. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

E. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

F. Insurances: The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

G. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

H. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

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## PART 2: CLIENT'S RESPONSIBILITY

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Jobsite Access: The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

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B. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

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D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

E. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2426574 Berm up grade  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2426574  
 Date: Apr 08, 2021

This estimate it to flush cut all the Wax Myrtles on the berm install Philodendron , install pine straw and haul off all debris.  
 Irrigation proposal already sent to add water to the berm to irrigate the plant materials.

Creedmoor Lane - Berm upgrades			\$1,475.18
	Flush cut wax Myrtles	Cut back only stump removal not included	\$360.18
	Dump Fee		\$125.00
25 EA	Philodendron - Split Leaf - 7 gal	\$30.00	\$750.00
30 CY	Pine Straw - bale	\$8.00	\$240.00
Subtotal			\$1,475.18
Taxes			\$0.00
Estimate Total			\$1,475.18

## GENERAL TERMS AND CONDITIONS

### PART 1: CONTRACTOR'S RESPONSIBILITY

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Warranties: Warranties provided by the Contractor for both product and labor are subject to the following terms and conditions:

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D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

E. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2433002 Sod replacement  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2433002  
 Date: Apr 12, 2021

This estimate is to have the sod replaced at the Belle Haven entrance just to the right side after the guard shack.

<b>Belle Haven entrance - Sod replacement</b>			<b>\$2,375.00</b>
1800 SF	St. Augustine Sod	\$1.25	\$2,250.00
	Dump Fee		\$125.00
		<b>Subtotal</b>	<b>\$2,375.00</b>
		<b>Taxes</b>	<b>\$0.00</b>
		<b>Estimate Total</b>	<b>\$2,375.00</b>

## GENERAL TERMS AND CONDITIONS

### PART 1: CONTRACTOR'S RESPONSIBILITY

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B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

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D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

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Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2463922 Tract C and PondAA1 retaining walls mulch  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2463922  
 Date: Apr 21, 2021

This estimate is to mulch the retention wall area with Pine bark mulch 2" in depth to cover irrigation drip lines and erosion washouts.

Tract C and PondAA1 retaining walls mulch			\$3,375.00
75 CY	Pine Bark Mulch by Hand - Bag	\$45.00	\$3,375.00
Subtotal			\$3,375.00
Taxes			\$0.00
Estimate Total			\$3,375.00

## GENERAL TERMS AND CONDITIONS

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D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

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Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD  
 Project Name: EST2464060 Belle haven mulch  
 Jobsite Address: 9019 Creedmoor Lane New Port Richey, Florida 34654  
 Estimate ID: EST2464060  
 Date: Apr 21, 2021  
 Billing Address: 9019 Creedmoor Lane New Port Richey, Florida 34654

Areas under oaks tract C - Belle Haven mulch		\$2,250.00
50 CY	Pine Bark Mulch by Hand - Bag	\$2,250.00
		Subtotal \$2,250.00
		Taxes \$0.00
		Estimate Total \$2,250.00

## GENERAL TERMS AND CONDITIONS

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C. Warranties: Warranties provided by the Contractor for both product and labor are subject to the following terms and conditions:

- I. If the Client has an existing landscape maintenance agreement with the Contractor, the warranty shall be for 1(one) year commencing on the day the work is completed and accepted by the Client.
- II. If the Client does not have an existing landscape maintenance agreement with the Contractor, the warranty shall be for 6 (six) months commencing on the day the work is completed and accepted by the Client.
- III. If the Client enters into a landscape maintenance agreement with the Contractor, either during or upon completion of the work, the

Contractor will warranty the product per clause (1) above.

IV. If the Client cancels an existing landscape maintenance agreement with the Contractor within the first 6 (six) months of the warranty, the warranty shall only be in effect for the remaining time of the 6 (six) month period.

V. If the Contractor cancels an existing landscape maintenance agreement with the Contractor after the first 6 (six) months of the warranty period, the warranty period will have ended.

D. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

E. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

F. Insurances: The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

G. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

H. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

I. Invoicing: The Contractor will invoice for the amount set forth under the prices and terms included in this contract under Section B: Terms of Payment. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

#### PART 2: CLIENT'S RESPONSIBILITY

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Jobsite Access: The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

C. Payment: The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If not paid within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

#### PART 3: OTHER TERMS

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

A. Termination: This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred

through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination.

B. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

C. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Ameriscape USA, Inc.

D. Notice to Owner: The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

E. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

## **Tab 3**

# Waters Edge Community Development District

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District Office · Tampa, Florida · (813) 933-5771

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

[www.watersedgecdd.org](http://www.watersedgecdd.org)

## Operations and Maintenance Expenditures April 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,750.44**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Waters Edge Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ameriscape USA, Inc.	002182	142533	Irrigation Repairs 03/21	\$ 425.00
Ameriscape USA, Inc.	002182	142727	Landscape - Bellehaven Entrance 03/21	\$ 4,962.86
Cardno, Inc.	002183	528928	Engineering Services 03/21	\$ 2,185.00
George Anastasopoulos	002187	GA040821	Board of Supervisors Meeting 04/08/21	\$ 200.00
GHS Environmental	002184	2021-209	Monthly Meter Reading - Pump Station 03/21	\$ 142.00
Irrigation Technical Services, Inc.	002191	28230	Water Management - Pump Station 03/21	\$ 550.00
Irrigation Technical Services, Inc.	002194	28353	Bi-Monthly Pump Station Maintenance 04/21	\$ 450.00
Michaela A. Ballou	002188	MB040821	Board of Supervisors Meeting 04/08/21	\$ 200.00
Pasco County Utilities	002195	14818104	9019 Creedmoor Reclaim Lane 03/21	\$ 5,023.90
Rizzetta & Company, Inc.	002185	INV0000057590	District Management Fees 04/21	\$ 3,895.00
Rizzetta & Company, Inc.	002196	INV0000058103	Mass Mailing - Flyers 04/21	\$ 1,889.83
Rizzetta Technology Services	002186	INV0000007384	Email/Website Services 04/21	\$ 175.00
Sitex Aquatics, LLC	002197	4781B	Monthly Lake & Fountain Maintenance 04/21	\$ 2,335.00

# Waters Edge Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Teri Lynn Geney	002189	TG040821	Board of Supervisors Meeting 04/08/21	\$ 200.00
Times Publishing Company	002192	150918 03/31/21	Account # 113848 Legal Advertising 03/21	\$ 131.20
Timothy M Haslett	002190	TH040821	Board of Supervisors Meeting 04/08/21	\$ 200.00
Waters Edge Master HOA, Inc.	002193	030121 142282	Shared Cost Landscape Services 03/21	<u>\$ 7,785.65</u>
Report Total				<u>\$ 30,750.44</u>