

Waters Edge Community Development District

Board of Supervisor's Meeting November 16, 2023

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

www.watersedgecdd.org

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

The Waters Edge Clubhouse 9019 Creedmoor Lane, New Port Richey, FL 34654

www.watersedgecdd.org

Board of Supervisors Teri Geney Chairman

George Anastasopoulos Vice Chairman

Brenda Brown Assistant Secretary
Timothy Haslett Assistant Secretary
Jason Peterson Assistant Secretary

District Manager Matthew Huber Rizzetta & Company, Inc.

District Counsel John Vericker Straley Robin & Vericker

District Engineer Frank Nolte Cardno

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.

WATER'S EDGE COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (813) 994-1001</u>

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

<u>www.watersedgecdd.org</u>

Board of Supervisors Water's Edge Community Development District 11/8/2023

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Water's Edge Community Development District will be held on Thursday, November 16, 2023 at 3:30 p.m. at the Water's 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. Aquatics Manager
	1. Presentation of Monthly Aquatics ReportTab
	B. District Engineer ReportTab
	C. District Counsel
	D. PSA Inspection Reports
	1. October Done ReportTab
	2. November ReportTab
	4. ASI Landscape ProposalsTab
	E. District Manager
4.	BUSINESS ITEMS
	A. Update on ITS Pump System Repairs
5.	BUSINESS ADMINISTRATION
	A. Consideration of Minutes of the Board of Supervisors'
	Regular Meeting held on October 26, 2023Tab
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 District Manager

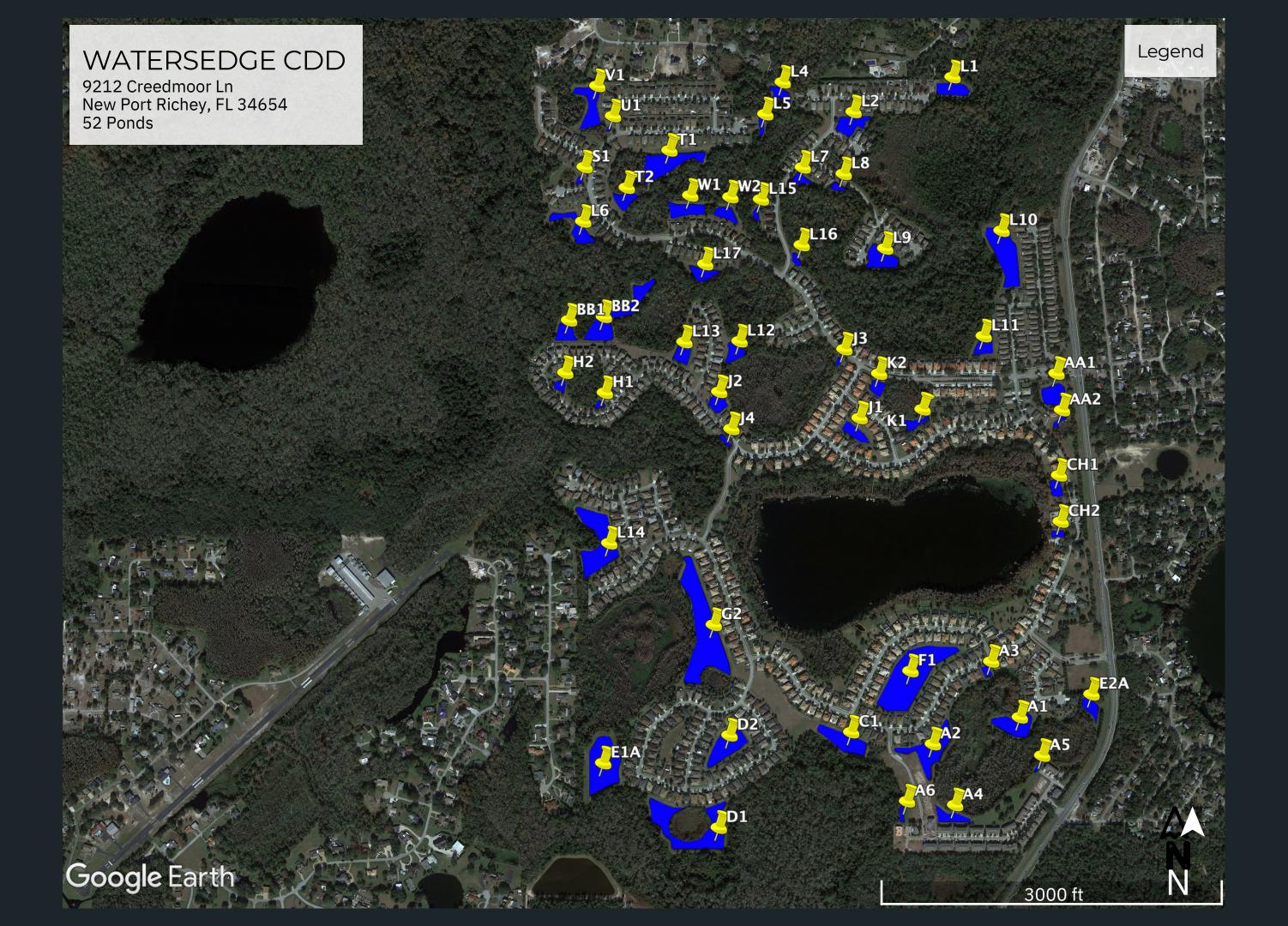
Tab 1



MONTHLY REPORT

NOVEMBER, 2023

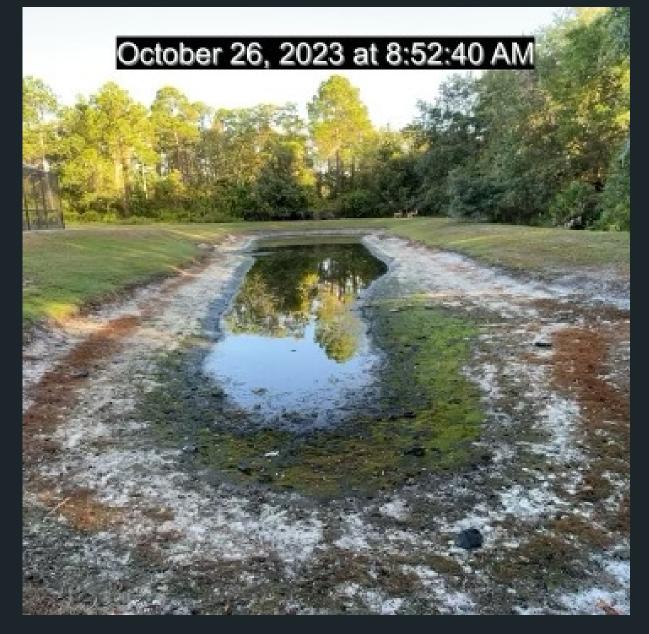




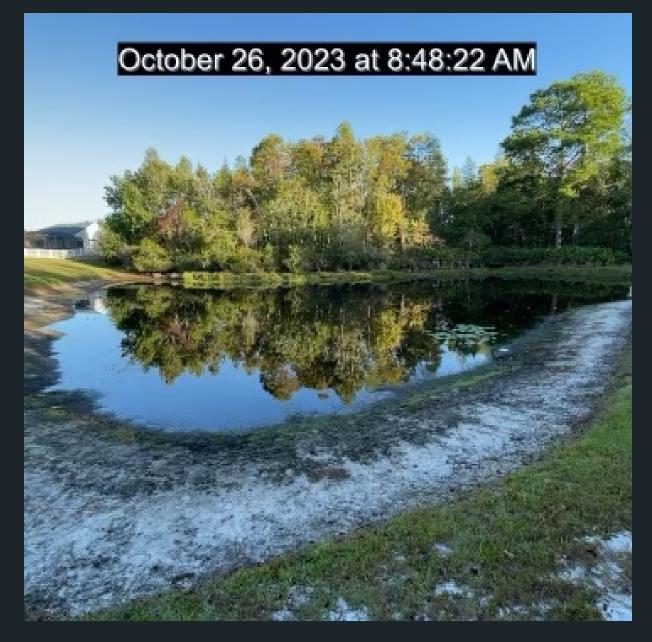
Prepared for: Matt Huber Prepared By: Devon Craig

SUMMARY:

Cooler air is coming now. Hopefully we should see a reduction in algae growth as water tempatures decrease as a well. The lack of rain may hinder us a little in certain shallow bodies of water but over all we should be able to benefit from these tempature reductions. Technicians will still be aggressively maintaining the bodies of water as well as doing preventative maintenance. We hope every one enjoys there Thanksgiving.



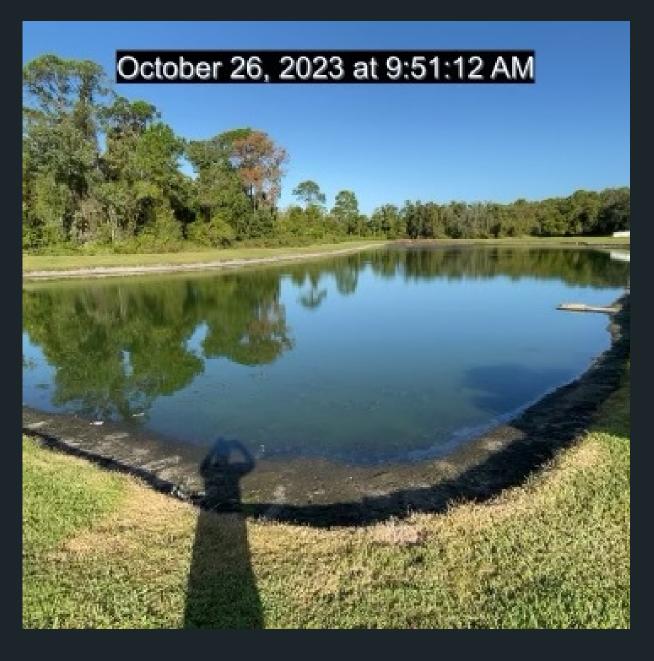




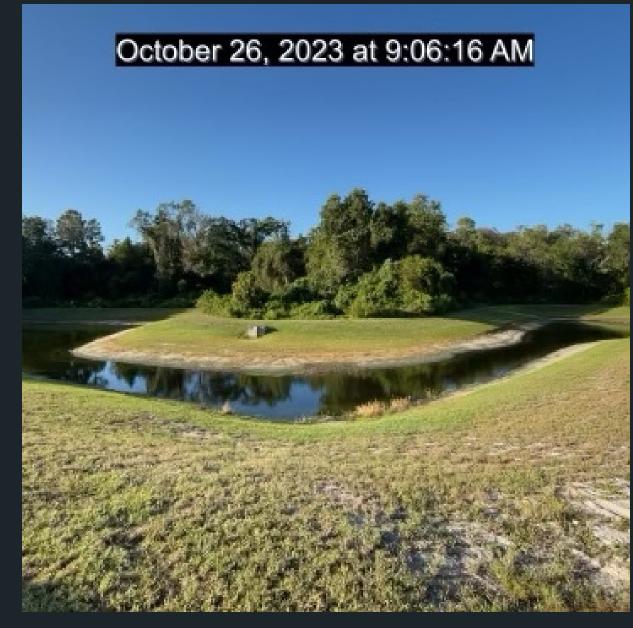
Pond #L5 Treated for Shoreline Vegetation.

Pond #T1 Treated for Algae and Shoreline Vegetation.

Pond #T2 Treated for Algae and Shoreline Vegetation.



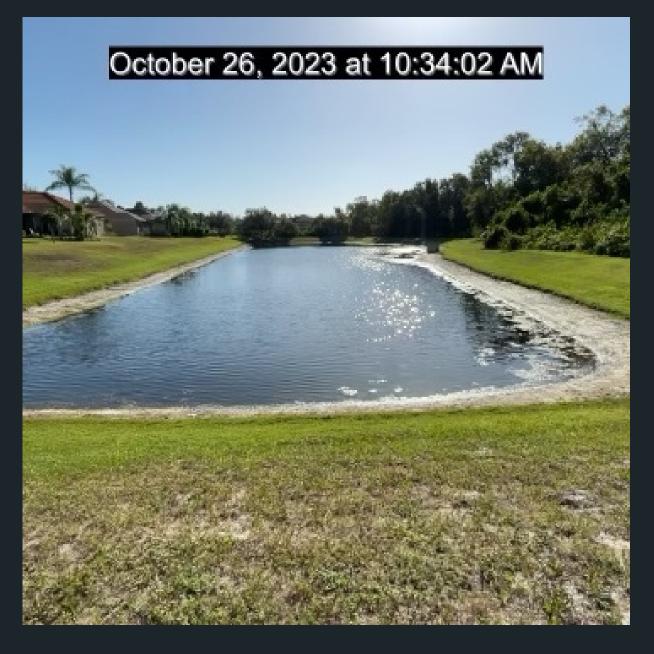




Pond #L10 Treated for Algae and Shoreline Vegetation.

Pond #V1 Treated for Shoreline Vegetation.

Pond #L6 Treated for Shoreline Vegetation.



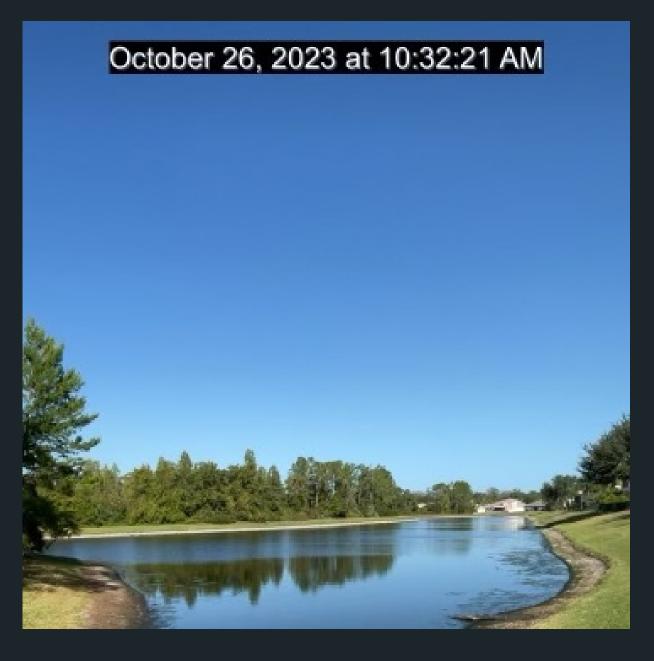


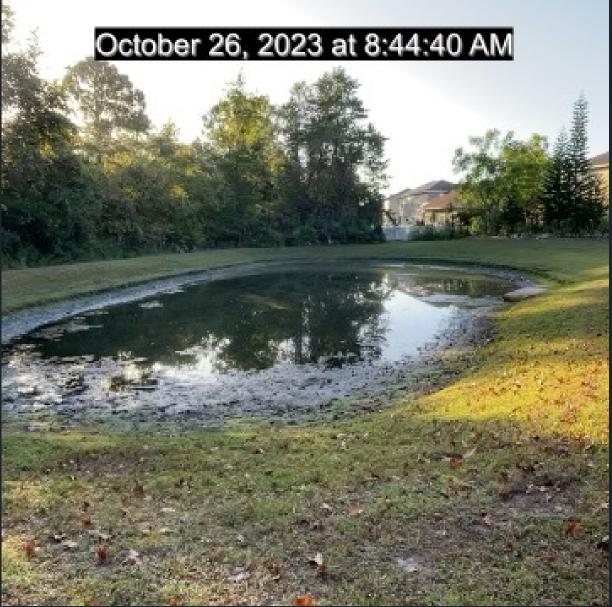


Pond #C1 Treated for Algae and Shoreline Vegetation.

Pond #F1 Treated for Shoreline Vegetation.

Pond #A3 Treated for Algae and Shoreline Vegetation.







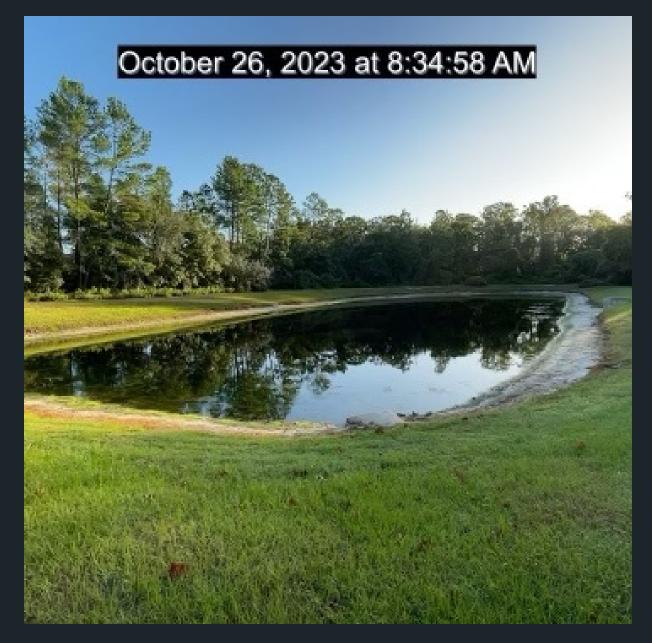
Pond #G2 Treated for Algae and Shoreline Vegetation.

Pond #J2 Treated for Algae and Shoreline Vegetation.

Pond #L4 Treated for Shoreline Vegetation.







Pond #L7 Treated for Shoreline Vegetation.

Pond #L2 Treated for Algae and Shoreline Vegetation.

Pond #L1 Treated for Shoreline Vegetation.

AA1: Was treated for Algae and shoreline vegetation.

AA2: Was treated for Algae and shoreline vegetation.

CH1: Was treated for shoreline vegetation.

CH2: Was treated for shoreline vegetation.

A1: Was treated for shoreline vegetation.

A2: Was treated for shoreline vegetation.

A3: Was treated for Algae and shoreline vegetation.

A4: Was treated for shoreline vegetation.

A5: Was treated for shoreline vegetation.

A6: Was treated for Algae and shoreline vegetation.

E2A: Was treated for shoreline vegetation.

F1: Was treated for shoreline vegetation.

C1: Was treated for Algae and shoreline vegetation.

- D1: Was treated for Algae and shoreline vegetation.
- D2: Was treated for shoreline vegetation.
- E1A: Was treated for shoreline vegetation.
- G2: Was treated for Algae and shoreline vegetation.
- L1: Was treated for shoreline vegetation.
- L2: Was treated for Algae and shoreline vegetation.
- L4: Was treated for shoreline vegetation.
- L5: Was treated for shoreline vegetation.
- L6: Was treated for shoreline vegetation.
- L7: Was treated for shoreline vegetation.
- L8: Was treated for shoreline vegetation.
- L9: Was treated for Algae and shoreline vegetation.
- L10: Was treated for Algae and shoreline vegetation.

- L11: Was treated for shoreline vegetation.
- L12: Was treated for shoreline vegetation.
- L13: Was treated for Algae and shoreline vegetation.
- L14: Was treated for shoreline vegetation.
- L16: Was treated for shoreline vegetation.
- L17: Was treated for Algae and shoreline vegetation.
- J1: Was treated for Algae and shoreline vegetation.
- J2: Was treated for Algae and shoreline vegetation.
- J3: Was treated for shoreline vegetation.
- J4: Was treated for shoreline vegetation.
- K1: Was treated for Algae and shoreline vegetation.
- K2: Was treated for Algae and shoreline vegetation.
- H1: Was treated for shoreline vegetation.

- H2: Was treated for Algae and shoreline vegetation.
- BB1: Was treated for Algae and shoreline vegetation.
- BB2: Was treated for Algae and shoreline vegetation.
- S1: Was treated for shoreline vegetation.
- T1: Was treated Algae and shoreline vegetation.
- T2: Was treated for Algae and shoreline vegetation.
- U1: Was treated for shoreline vegetation.
- V1: Was treated for shoreline vegetation.
- W1: Was treated for Algae and shoreline vegetation.
- W2: Was treated for Algae and shoreline vegetation.

Tab 2



Waters Edge Community Development District Engineer's Report:

Outfall Clearing and Erosion Restoration – Bellehaven Drive at Shelter Cove Loop

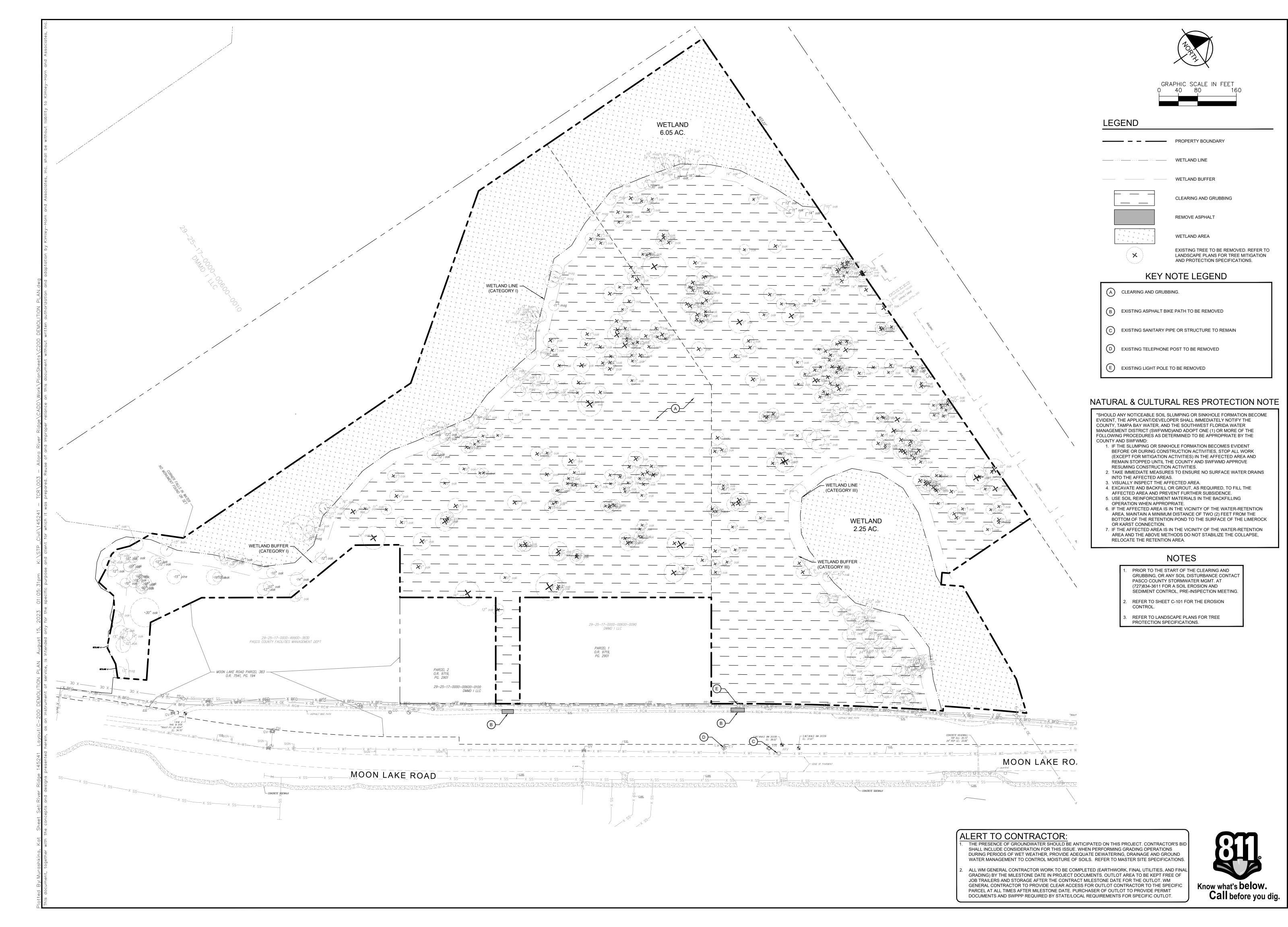
- Stantec recommends restoring the eroded embankment back to its original condition, clearing overgrown vegetation at the outfall, and installing rip rap to prevent future blockages.
- Postponed until Spring 2024.

Pond L5 Erosion Review

- Stantec reviewed reported erosion at 18" outfall at Pond L5.
- Postponed until Spring 2024.

River Ridge Multifamily Development

- Spoke with developer regarding scope of site and landscape work in relation Waters Edge community, as well as timeline for construction.
- Estimated timeline of development completion is Q1 2025.
- See attached permitted site and landscape plans for limits of construction and proposed landscape buffer between the communities. 15' landscape buffer on River Ridge property will include Magnolia, Live Oaks, Viburnum and Wax Myrtle.



ET REVISIONS DA

N AND ASSOCIATES, INC.: 105N, ST PETERSBURG, FL: 727-547-3999
M REGISTRY NO. 35106

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BDD FLORIDA LICENSE NUMBER TO PAGE 1. P. I. P. I

DRAWN BY
BDD
CHECKED BY
DMD

EMOLITION PLAN

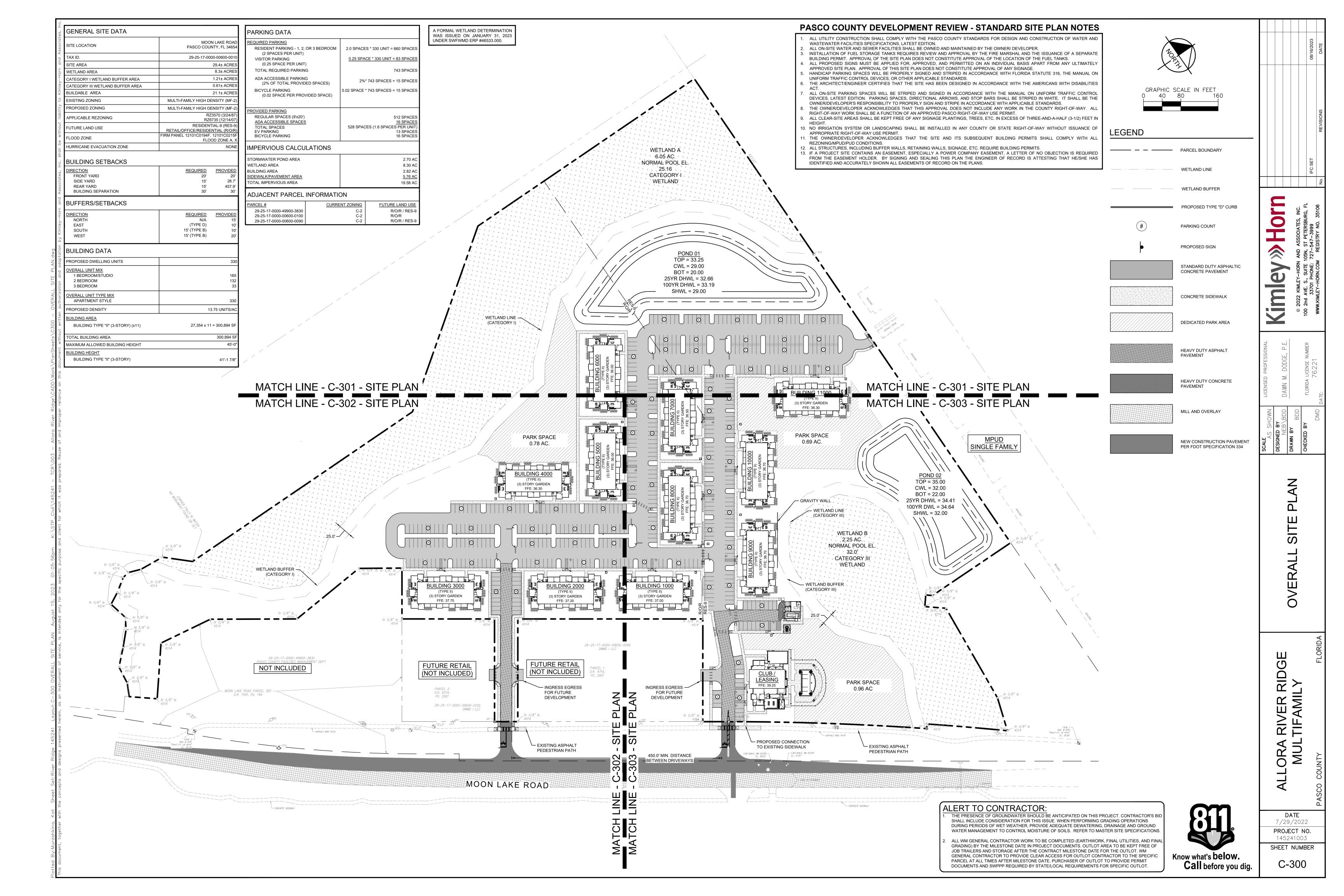
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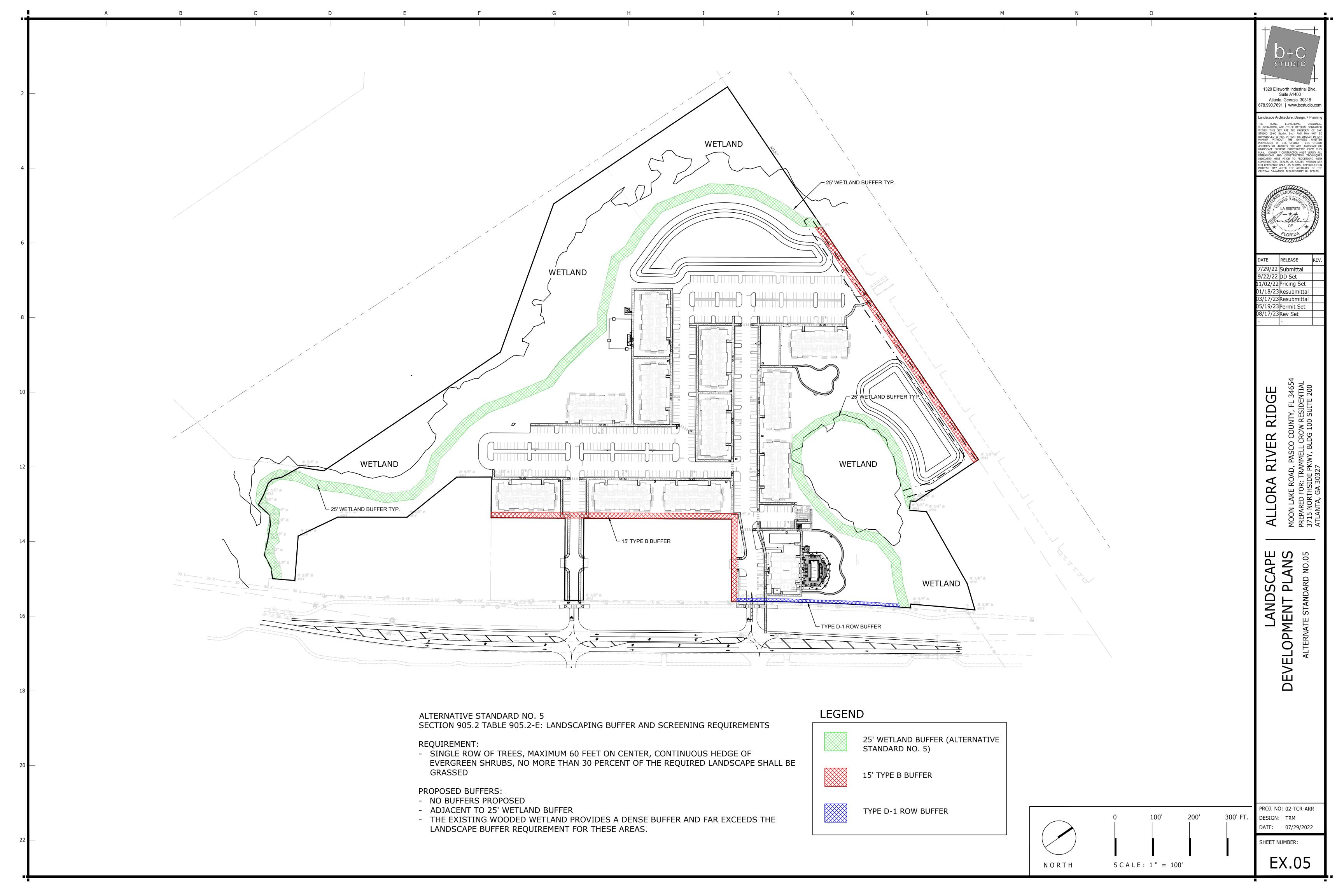
ORA RIVER RIDG MULTIFAMILY

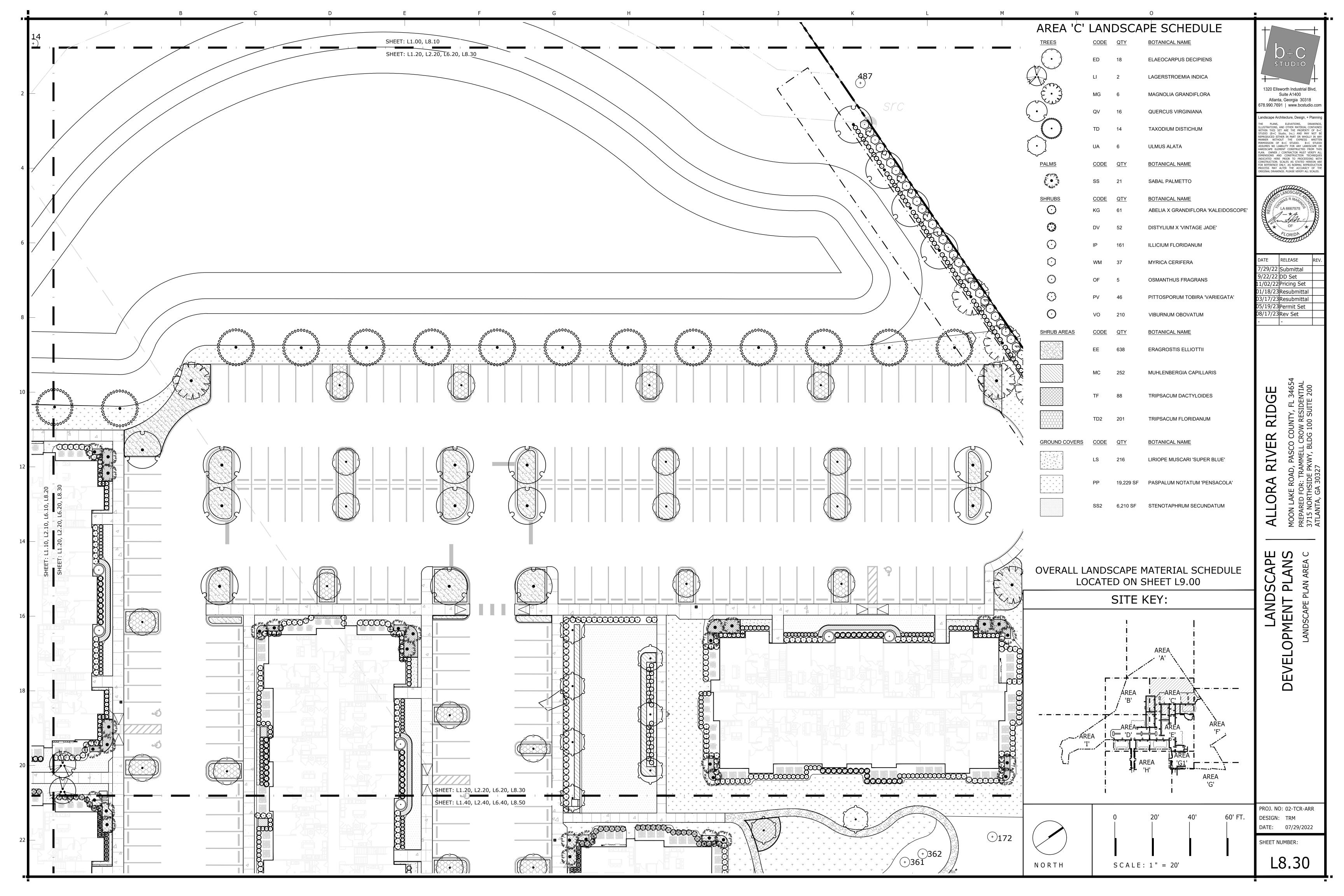
DATE
7/29/2022
PROJECT NO.
145241003

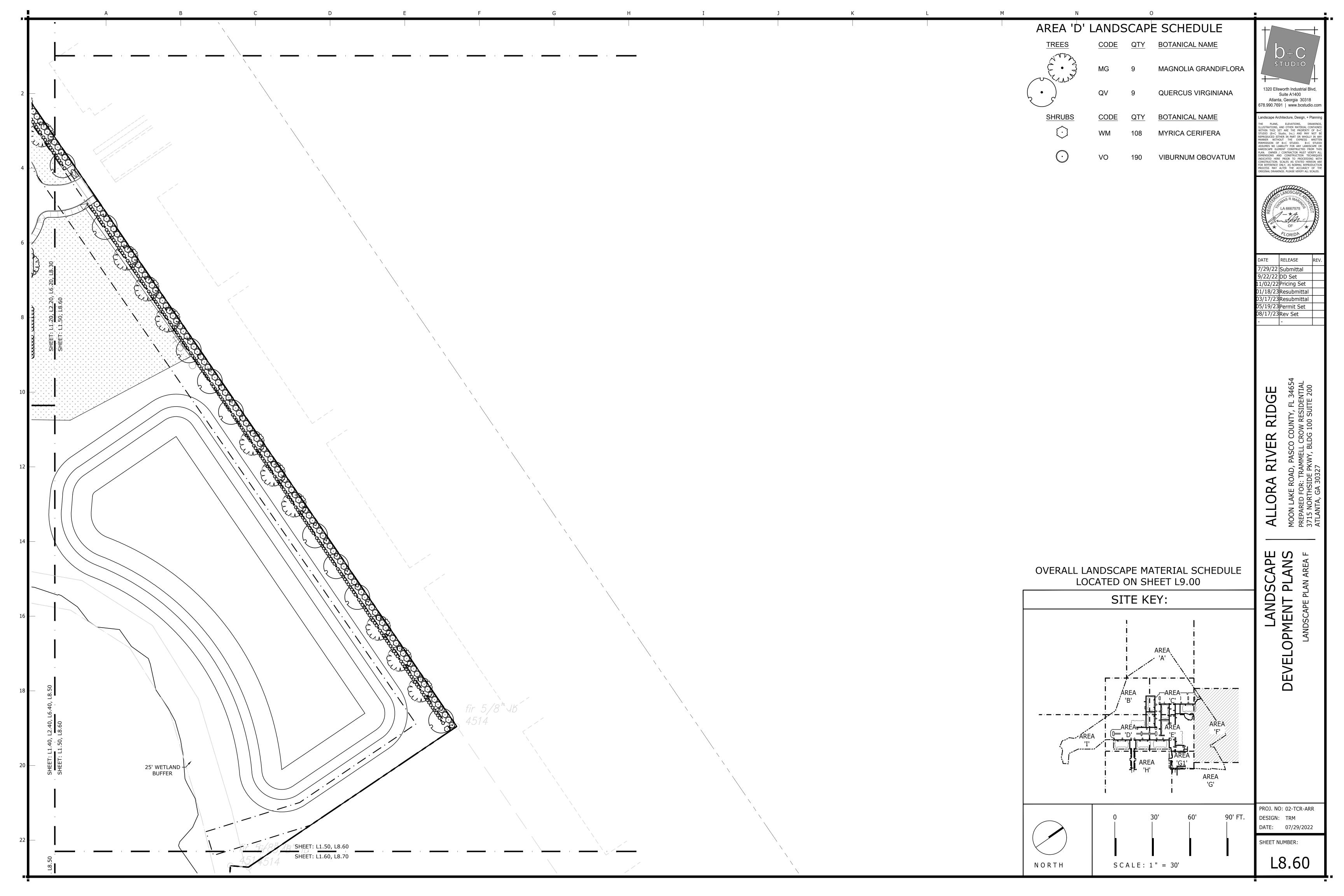
PROJECT NO. 145241003
SHEET NUMBER

C-200









- MARKING AND BARRIERS. PRIOR TO THE CLEARING OR GRUBBING OF LAND OR THE REMOVAL OF ANY TREE, THE APPLICANT SHALL CLEARLY MARK ALL TREES FOR WHICH TREE REMOVAL PERMITS ARE REQUESTED AND SHALL ERECT BARRIERS AROUND TREES TO BE RETAINED SO AS TO CREATE A PROTECTED ZONE.
- THE PROTECTED ZONE SHALL RADIALLY EXTEND FROM THE TREE TRUNK AT A MINIMUM DISTANCE EQUAL TO THE TREE'S DRIP LINE.
- BARRIERS A MINIMUM THREE FEET IN HEIGHT SHALL BE ERECTED OUTSIDE THE PROTECTED ZONE TO PREVENT ENCROACHMENT. BARRIERS SHALL REMAIN IN PLACE AND BE IN GOOD CONDITION THROUGHOUT ALL DEVELOPMENT AND BUILDING ACTIVITY. SILT BARRIERS, HAY BALES, OR SIMILARLY EFFECTIVE EROSION-CONTROL BARRIERS SHALL BE REQUIRED IN ANY AREAS WHERE EROSION OR SILTATION MAY CAUSE DAMAGE TO RETAINED TREES.
- FOR LARGE PROPERTY AREAS, CONTAINED STANDS OF TREES TO BE RETAINED THAT ARE SEPARATED FROM GRUBBING, CLEARING, AND CONSTRUCTION, IN LIEU OF PLACING BARRIERS AROUND EACH TREE, THE STAND OF TREES MAY BE PARTITIONED OFF BY PLACING THE BARRIERS AROUND THE PERIMETER OF THE STAND AREA ON THE SIDES WHERE GRUBBING, CLEARING, CONSTRUCTION, ETC., IS OCCURRING, AS LONG AS AN EQUIVALENT PROTECTED ZONE IS ESTABLISHED. APPLICATION SHALL NOT CAUSE OR PERMIT THE MOVEMENT OF EQUIPMENT OR THE STORAGE OF EQUIPMENT, MATERIAL, AND DEBRIS OR FILL TO BE PLACED IN THE PROTECTED ZONE. NO EXCAVATION SHALL OCCUR WITHIN THE PROTECTED
- ZONE, AND THERE SHALL BE NO CLEANING OF EQUIPMENT OR MATERIAL OR THE STORAGE OR DISPOSAL OF WASTE MATERIALS, SUCH AS PAINTS, PETROLEUM PRODUCTS, OILS, SOLVENTS, ASPHALTS, CONCRETE, MORTAR, OR ANY OTHER MATERIAL WITHIN THE PROTECTED ZONE. THERE SHALL BE NO FIRE OR BURNING WITHIN 30 FEET OF THE PROTECTED ZONE
- PROTECTIVE BARRIERS MAY BE REMOVED FOR THE FINAL GRADING. REMOVAL OF VEGETATION OR ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE

IS TO BE LOCATED WITHIN THE PROTECTED ZONE, CLEARING BY LIGHT RUBBER-WHEELED MACHINERY ONLY IN THE AREA AND TO THE EXTENT NECESSARY SHALL BE ALLOWED.

.. UTILITY LINES WHICH ARE TUNNELED BENEATH TREE ROOTS IN ORDER TO PROTECT FEEDER ROOTS ARE PERMITTED. ELSEWHERE, TRENCHING IS ALLOWED NO CLOSER TO THE TREE'S TRUNK THAN TWO-THIRDS OF THE DRIP LINE RADIUS. HOWEVER, PROTECTIVE MEASURES SHALL BE TAKEN AS SPECIFIED IN THE TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS, AS AMENDED AND PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, WHICH PROTECTIVE MEASURES FOR FEEDER ROOTS ARE INCORPORATED HEREIN BY REFERENCE

ACCOMPLISHED BY MOWING OR HAND CLEARING. IF LANDSCAPING

- WHEN A TREE IS DAMAGED BY ACTS/OMISSIONS PROHIBITED BY THIS SECTION, SEPARATE VIOLATIONS (OR COUNTS) MAY BE CHARGED FOR EACH INCH OF THE TREE MEASURED AT DBH. THE FOLLOWING ARE PROHIBITED:
- IRREVERSIBLE DAMAGE TO A TREE
- PRUNING OR TRIMMING ANY TREE (EXCEPT INVASIVE) IN A MANNER INCONSISTENT WITH ANSI PRUNING STANDARDS, SECTION A300 2001, AS AMENDED, WHICH IS INCORPORATED BY REFERENCE.
- TOPPING OF ANY TREE.
- DAMAGING, IN ANY MANNER, ANY TREE LOCATED ON PUBLIC LANDS.
- FAILURE TO REMOVE GUY OR SUPPORT WIRES, WHERE USED, FROM TREES WITHIN SIX MONTHS AFTER PLANTING

PASCO COUNTY LANDSCAPING AND BUFFERING STANDARDS

. MAINTENANCE RESPONSIBILITY. LANDSCAPING PLANS MUST DESIGNATE A PERSON OR ENTITY, OTHER THAN THE COUNTY, TO BE RESPONSIBLE FOR MAINTENANCE OF THE LANDSCAPING.

- 2. CLEAR-SIGHT TRIANGLE. WHERE A DRIVEWAY/ACCESSWAY INTERSECTS A ROAD RIGHT-OF-WAY OR WHERE TWO ROAD RIGHTS-OF-WAY INTERSECT, VEGETATION, STRUCTURES, AND NON-VEGETATIVE VISUAL SCREENS SHALL NOT BE LOCATED SO AS TO
- INTERFERE WITH THE CLEAR-SIGHT TRIANGLE AS DEFINED IN THIS CODE OR THE FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL OF UNIFORM MINIMUM STANDARDS, MOST RECENT EDITION (GREEN BOOK), WHICHEVER IS MORE RESTRICTIVE. SUSTAINABLE PRACTICES, LANDSCAPE INSTALLATIONS SHALL EMPLOY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES AND PRACTICES, WHICH INCLUDE FLORIDA FRIENDLY LANDSCAPING AND UTILIZE LOW-MAINTENANCE PLANT SPECIES, A COMPREHENSIVE GUIDE TO FLORIDA FRIENDLY LANDSCAPING PRINCIPLES AND MATERIALS IS AVAILABLE AT WWW.FLORIDAYARDS.ORG. LANDSCAPING SHALL BE INSTALLED SO THAT LANDSCAPING MATERIALS MEET THE CONCEPT OF RIGHT MATERIAL/RIGHT PLACE. INSTALLED MATERIAL SHALL BE GROUPED INTO ZONES ACCORDING TO WATER, SOIL, CLIMATE, AND LIGHT REQUIREMENTS. PLANT GROUPINGS BASED ON WATER REQUIREMENTS ARE DROUGHT TOLERANT, NATURAL, AND

4. DIVERSIT

- A MAXIMUM OF 50 PERCENT OF THE PLANT MATERIALS USED, OTHER THAN TREES, MAY BE NONDROUGHT TOLERANT. THE USE OF TURFGRASS VARIETIES WITH EXCELLENT DROUGHT TOLERANCE MAY EXCEED THE 50 PERCENT LIMITATION.
- A MINIMUM OF 30 PERCENT OF THE PLANT MATERIALS, OTHER THAN TREES AND TURFGRASS, SHALL BE NATIVE FLORIDIAN SPECIES SUITABLE FOR GROWTH IN THE COUNTY.
- TREE DIVERSITY SHALL BE REQUIRED BASED ON THE NUMBER OF REQUIRED TREES ON SITE (SEE TABLE 905.2-B).
- WHERE MORE THAN ONE SPECIES IS REQUIRED, EVEN DISTRIBUTION SHALL BE STRIVED FOR AND SUBJECT TO COUNTY APPROVAL THROUGH THE ASSOCIATED REVIEW PROCESS. NO ONE PLANT SPECIES OF SHRUBS OR GROUND COVER PLANTS OR COMBINATION THEREOF, EXCLUDING TURFGRASS, SHALL CONSTITUTE MORE THAN 25 PERCENT COVERAGE OF THE OVERALL LANDSCAPE AREA.
- DEVELOPMENT PROJECTS ONE ACRE OR LESS IN SIZE ARE EXEMPT FROM THE DIVERSITY REQUIREMENTS OF SUBSECTIONS 3, 4, AND 5 ABOVE.
- 5. BERMS. WHERE BERMS ARE INSTALLED, DROUGHT TOLERANT GROUND COVER OR SOD, SUCH AS BAHIA, MAY BE USED TO STABILIZE THE BERMS. TREES SHALL BE PLANTED AT THE BASE OF THE BERM. THE HEIGHT OF THE BERM SHALL BE MEASURED AND AVERAGED AT REGULAR INTERVALS ON THE EXTERIOR OF THE BERM. THE FINAL HEIGHT SHALL BE DETERMINED BY AVERAGING THE DIMENSIONS OBTAINED. THE MEASURED INTERVAL DISTANCES SHALL BE TYPICALLY EIGHT FEET.
- TREE LOCATION. TREES ARE REQUIRED TO BE LOCATED ON THE SITE; HOWEVER, TREES MAY BE PLANTED ALONG RIGHTS-OF-WAY OR ON PUBLIC LANDS PURSUANT TO SECTION APPLICABLE REVIEW PROCESS AND ALL NECESSARY AGREEMENTS AND/OR PERMITS HAVE BEEN OBTAINED. PUBLIC AND PRIVATE ROAD RIGHTS-OF-WAY MAY CONTAIN TREES AND OTHER LANDSCAPING MATERIAL, PROVIDED THEIR LOCATION DOES NOT PRESENT A TRAFFIC HAZARD, IMPEDE DRAINAGE, OR ADVERSELY INTERFERE WITH THE USE OF THE RIGHT-OF-WAY BY UTILITIES, LANDSCAPING WITHIN A PUBLIC RIGHT-OF-WAY THAT IS APPROVED THROUGH THE APPLICABLE REVIEW PROCESS.
- WHERE LANDSCAPING OTHER THAN SOD OR GROUND COVER IS PROPOSED, SHALL REQUIRE A COUNTY RIGHT-OF-WAY USE PERMIT AND POTENTIALLY A LICENSE AND MAINTENANCE AGREEMENT USE OF EXISTING, NONINVASIVE PLANT MATERIALS. EXISTING, NONINVASIVE PLANT MATERIALS MAY BE USED TO MEET THE BUFFERING AND LANDSCAPING REQUIREMENTS, PROVIDED THERE IS NO REDUCTION IN THE REOUIRED PERCENTAGE
- MATERIALS ARE RETAINED TO MEET THE REQUIREMENTS. THE FOLLOWING STANDARDS SHALL APPLY OF LANDSCAPED AREA OR REDUCTION IN THE NUMBER OF REQUIRED TREES OR SHRUBS. IF EXISTING PLANT ALL NEW DEVELOPMENT SHALL RETAIN EXISTING, NONINVASIVE PLANT MATERIALS TO THE MAXIMUM EXTENT POSSIBLE, UNLESS STORMWATER MANAGEMENT DESIGN, NECESSARY GRADE CHANGES, REQUIRED INFRASTRUCTURE, OR APPROVED CONSTRUCTION FOOTPRINTS NECESSITATE THEIR REMOVAL. AREAS OF RETAINED PLANT MATERIALS SHALL BE PRESERVED IN THEIR ENTIRETY WITH ALL TREES, UNDERSTORY, AND GROUND COVER LEFT INTACT AND UNDISTURBED, PROVIDED THAT INVASIVE, PROHIBITED PLANT MATERIALS ARE REMOVED
- NUMBERED PHOTOGRAPHS WITH SITE PLAN KEY, SHOWING THE EXTENT OF THE EXISTING LANDSCAPING SHALL BE PROVIDED DURING THE REVIEW PROCESS FOR ASSESSMENT OF THE EXISTING LANDSCAPING.
- THE PROTECTION OF EXISTING, NONINVASIVE PLANT MATERIALS SHALL CONFORM TO THE STANDARDS LISTED IN THIS CODE, SECTION 802.
- WHERE EXISTING, NONINVASIVE VEGETATION MEETING THE INTENT OF A LANDSCAPE BUFFER IS RETAINED, REQUIRED BERMS AND BUFFERING MAY BE ELIMINATED IN WHOLE OR PART THROUGH THE USE OF AN ALTERNATIVE STANDARD. THE SUBSEQUENT REMOVAL OF THE EXISTING VEGETATION SHALL VOID ANY ALTERNATIVE STANDARD APPROVED.
- TREES LOCATED WITHIN ENVIRONMENTALLY SENSITIVE LANDS SHALL NOT BE COUNTED OR CREDITED TOWARD THE TOTAL NUMBER OF TREES REQUIRED.

- 1. TREES TO BE PLANTED SHALL BE FLORIDA GRADE NO. 1 OR BETTER PURSUANT TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY, GRADES, AND STANDARDS FOR NURSERY PLANTS, WHICH IS INCORPORATED HEREIN BY REFERENCE.
- 2. INVASIVE SPECIES.
- THE PLANTING OF SPECIES LISTED IN RULE 5B 57.007, FLORIDA ADMINISTRATIVE CODE, AS AMENDED, OR CLASSIFIED AS INVASIVE BY THE FLORIDA EXOTIC PEST PLANT COUNCIL, IS PROHIBITED.
- 2B. INVASIVE SPECIES LOCATED WITHIN THE AREA OF THE PROJECT PROPOSED TO BE DEVELOPED ARE REQUIRED TO BE REMOVED.
- 3. SHADE TREES. ALL SHADE TREES USED TO SATISFY LANDSCAPING REQUIREMENTS SHALL HAVE A TWO INCH CALIPER TRUNK AND BE A MINIMUM OF SIX FEET IN HEIGHT AT THE TIME OF INSTALLATION. ALL REQUIRED SHADE TREES SHALL BE A SPECIES HAVING AN AVERAGE MATURE SPREAD OF GREATER THAN 20 FEET. CRAPE MYRTLE, LAGERSTROEMIA INDICA, SHALL NOT BE USED AS A SHADE TREE.WHERE INTERFERENCE WITH OVERHEAD UTILITY LINES IS PROBABLE, UNDERSTORY SHADE TREES (WHICH MAY INCLUDE CRAPE MYRTLE, LAGERSTROEMIA INDICA) SHALL BE PLANTED WITH A MAXIMUM SPACING OF 30 FEET ON CENTER. TO AVOID A POWERLINE CONFLICT, VEGETATION THAT EXCEEDS 25 FEET IN HEIGHT AT MATURITY SHALL NOT BE PLANTED CLOSER THAN 20 FEET OF THE VERTICAL PLANE OF AN EXISTING POWERLINE, EXCLUDING SERVICE WIRES. CONSULTATION WITH THE AFFECTED UTILITY SHOULD OCCUR FOR ASSISTANCE WITH THE SELECTION OF SUITABLE VEGETATIVE
- 4. MULTIPLE-TRUNK TREES. ALL PROPOSED MULTIPLE-TRUNK TREES SHALL HAVE NO LESS THAN THREE TRUNKS, EQUAL TO OR GREATER THAN THREE INCHES CALIPER, AND SHALL BE A MINIMUM OF SIX FEET IN HEIGHT AT THE TIME OF INSTALLATION 5. PALMS. PALM TREES MAY BE SUBSTITUTED FOR SHADE TREES AT A RATE OF THREE PALM TREES, GROUPED TOGETHER, FOR ONE SHADE TREE. PALM TREES MAY BE SUBSTITUTED FOR UP TO 30 PERCENT OF THE REQUIRED SHADE TREES. EXCEPTIONS MAY BE MADE FOR THE PHOENIX (NOT INCLUDING ROEBELLINI), WHICH MAY BE PLANTED INDIVIDUALLY. PALMS MUST HAVE A MINIMUM OF TEN FEET OF CLEAR TRUNK AT THE TIME OF INSTALLATION.
- 6. SHRUBS. 6A. SHRUBS, GROWN IN THE APPROPRIATE SIZED CONTAINERS, SHALL HAVE THE ABILITY TO BE A MINIMUM OF 24 INCHES WITHIN ONE YEAR OF PLANTING AND SHALL MAINTAIN THAT HEIGHT. SHRUBS SHALL BE A MINIMUM OF 18 INCHES IN HEIGHT AT THE TIME OF INSTALLATION. SHRUBS SHALL BE SPACED A DISTANCE APPROPRIATE TO THE SPECIES TO CREATE A CONTINUOUS APPEARANCE WITHIN ONE YEAR OF PLANTING, BUT AT NO MORE THAN 36 INCHES ON CENTER AT THE TIME OF INSTALLATION, UNLESS THE APPLICANT CAN DEMONSTRATE THAT THE GROWTH STRUCTURE OF A PROPOSED SPECIES WILL OBTAIN A CONTINUOUS APPEARANCE WITHIN ONE YEAR OF PLANTING.
- DWARF VARIETY OF SHRUBS, GROWN IN THE APPROPRIATE-SIZED CONTAINERS, SHALL BE A MINIMUM OF 14 INCHES IN HEIGHT AT THE TIME OF INSTALLATION. DWARF SHRUBS SHALL BE SPACED A DISTANCE APPROPRIATE TO THE SPECIES TO CREATE A CONTINUOUS APPEARANCE WITHIN ONE YEAR OF PLANTING, BUT AT NO MORE THAN 36 INCHES ON CENTER AT THE TIME OF INSTALLATION, UNLESS THE APPLICANT CAN DEMONSTRATE THAT THE GROWTH STRUCTURE OF THE PROPOSED | (905.2.D.5) SPECIES WILL OBTAIN A CONTINUOUS APPEARANCE WITHIN ONE YEAR OF PLANTING.
- GROUND COVER. GROUND COVER PLANTS SHALL BE SPACED SO AS TO PRESENT A FINISHED APPEARANCE AND TO OBTAIN A REASONABLY COMPLETE COVERAGE WITHIN ONE YEAR AFTER PLANTING. NONLIVING GROUND COVER, SUCH AS MULCH, GRAVEL, ROCKS, ETC., SHALL BE USED IN CONJUNCTION WITH LIVING PLANTS SO AS TO COVER EXPOSED SOIL AND SUPPRESS FUGITIVE DUST.

INSTALLATION OF PLANTING MATERIALS.

- AVOID UTILITY CONFLICTS. LANDSCAPE INSTALLATIONS SHALL BE PLACED TO AVOID CONFLICT WITH THE EXISTING AND/OR PROPOSED UTILITIES, BOTH UNDERGROUND AND OVERHEAD. 2. GOOD CONDITION. ALL TREES SHALL BE PLANTED ACCORDING TO THE FLORIDA CHAPTER, INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS FOR PLANTING, WHICH IS INCORPORATED HEREIN BY REFERENCE. ALL TREES MUST BE MAINTAINED IN
- GOOD CONDITION AND PLANTED IN LOCATIONS WITH ADEQUATE OPEN SPACE TO ALLOW FOR MATURE TREE-CANOPY DEVELOPMENT
- AVOID EASEMENTS. TREES SHALL NOT BE PLANTED WITHIN ANY EASEMENT SO AS TO INTERFERE WITH THE USE OF THAT EASEMENT, NOR UNDER ANY PRESENT OR PLANNED OVERHEAD UTILITY, NOR IN ANY RIGHTS-OF-WAY WITHOUT COUNTY APPROVAL THROUGH THE ASSOCIATED REVIEW PROCESS AS OUTLINED IN SECTION 905.3.
- MULCH. MULCH SHALL BE USED IN CONJUNCTION WITH LIVING PLANT MATERIALS SO AS TO COVER EXPOSED SOIL. MULCH SHALL BE INSTALLED TO A MINIMUM DEPTH OF THREE INCHES. THE MULCH SHOULD NOT BE PLACED DIRECTLY AGAINST THE PLANT STEM OR TREE TRUNK. MULCH SHALL NOT BE REQUIRED FOR ANNUAL BEDS. STONE OR GRAVEL MAY BE USED TO COVER A MAXIMUM OF 20 PERCENT OF THE LANDSCAPED AREA. QUALITY PRACTICES. ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH STANDARDS AND PRACTICES OF THE FLORIDA NURSERY, GROWERS, AND LANDSCAPE ASSOCIATION AND THE FLORIDA CHAPTER OF THE INTERNATIONAL SOCIETY OF
- HEIGHT. ALL HEIGHT REQUIREMENTS SHALL BE BASED ON THE FINISHED GRADE OF THE LANDSCAPED AREA AND MEASURED AT THE MAIN STEM.G.ALL PORTIONS OF A LOT UPON WHICH DEVELOPMENT HAS COMMENCED, BUT NOT CONTINUED FOR A PERIOD OF 30 DAYS, SHALL BE PLANTED WITH A GRASS SPECIES OR GROUND COVER TO PREVENT EROSION AND ENCOURAGE SOIL STABILIZATION. ADEQUATE COVERAGE, SO AS TO SUPPRESS FUGITIVE DUST, SHALL BE ACHIEVED WITHIN 45 DAYS.

CERTIFICATION REQUIREMENTS FOR NEW DEVELOPMENT.

- CERTIFICATION. A REGISTERED LANDSCAPE ARCHITECT OR OTHER PERSON AS AUTHORIZED BY CHAPTER 481, FLORIDA STATUTES, AS AMENDED OR OTHER TYPE OF PROFESSIONAL AS APPROVED BY THE COUNTY ADMINISTRATOR OR DESIGNEE, SHALL CONDUCT A FINAL FIELD INSPECTION. A CERTIFICATE OF COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION SHALL BE PROVIDED TO THE COUNTY AND THE PROPERTY OWNER PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY (CO). IF THE PROPERTY OWNER INSTALLS THE LANDSCAPING AND IRRIGATION, THE OWNER SHALL ACT AS THE CERTIFYING AGENT
- INSTALLATION PRIOR TO CO. PRIOR TO THE ISSUANCE OF ANY CO, OR WHERE NO CO IS REQUIRED, PRIOR TO FINAL INSPECTION OR THE USE OF THE LOT, ALL REQUIRED LANDSCAPING SHALL BE INSTALLED AND IN PLACE AS SET OUT IN THE APPROVED LANDSCAPE PLANS. IN CASES WHERE TIMELY INSTALLATION OF LANDSCAPING IS NOT PRACTICABLE DUE TO THE SEASON OR SHORTAGE, AS DETERMINED BY THE COUNTY ADMINISTRATOR OR DESIGNEE, A BOND SATISFACTORY TO THE ENGINEERING SERVICES DEPARTMENT SHALL BE POSTED UNTIL THE PLANTING OCCURS.

PARKING LOT PLANTING REQUIREMENTS

- 1. A MINIMUM OF ONE SHADE TREE WITH SHRUBS, DWARF SHRUBS, AND/OR OTHER GROUND COVER PLANTS PER EACH ISLAND.
- 2. OTHER THAN TREES, PLANTING MATERIALS SHALL NATURALLY GROW NO TALLER THAN 30 INCHES.
- 3. TREES SHALL BE SET BACK FROM DRIVE AISLES A MINIMUM OF FOUR FEET

OVERALL LANDSCAPE SCHEDULE

Code	QTY	Botanical	Common	Native	Native %	Drought Tolerance	Drought Toleracnce	Cont	Size	Cal	Remarks
		_	-	-	,	,	% -				
ED	46	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	No		No		FIELD GROWN	12`-14` HT	3" CAL	4' CT
LI	50	LAGERSTROEMIA INDICA	CRAPE MYRTLE	No		Yes	13.89%	FIELD GROWN	12'-14' HT	3" CAL	TREE FORM, 3 STEM MIN.
IJ	5	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	No		No		45 GAL	6° HT MIN.	2" CAL. MIN.	Multi-Trunk, 2' CT
MG	23	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	Yes	6.39%	No		FIELD GROWN	12`-14` HT	3" CAL	
QV	54	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	Yes	15.00%	Yes	15.00%	FIELD GROWN	16'- 1 8' HT	4" CAL	
TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	Yes	5.28%	No	5.28%	FIELD GROWN	16`-18` HT	4" CAL	
UA	39	ULMUS ALATA	WINGED ELM	Yes		No	10.83%	FIELD GROWN	14`-16` HT	3.5" CAL	
Code	QTY	Botanical	Common					Cont	Size	Cal	Remarks
PS PS	2	PHOENIX SYLVESTRIS	WILD DATE PALM	No		Yes	0.56%	FIELD GROWN	10` CT		MATCHED
SS	120	SABAL PALMETTO	CABBAGE PALMETTO	Yes	33.33%	Yes	33.33%	B & B	12`-14` CT		REGENERATED ROOTBALL
136 Tota	al Trees 8	ն Palms		Total %	60.00%	Total %	78.89%				
Code		Botanical	Common					Cont	Size	NA	Remarks
AG	199	ABELIA X GRANDIFLORA 'KALEIDOSCOPE'	KALEIDOSCOPE ABELIA	No		Yes	2.69%	3 GAL	18" HT. MIN		
CR	224	CHRYSOBALANUS ICACO	RED TIP COCOPLUM	Yes	3.03%	Yes	3.03%	3 GAL	2' HT. MIN		30" OC
CS	84	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTONWOOD	Yes	1.14%	Yes	1.14%	3 GAL	2' HT. MIN		36" OC
DV	196	DISTYLIUM X 'VINTAGE JADE'	VINTAGE JADE DISTYLIUM	No		Yes	2.65%	3 GAL	2`HT. MIN		36" OC
IP	518	ILLICIUM FLORIDANUM	FLORIDA ANISE	Yes	7.01%	Yes	7.01%	3 GAL	2`HT. MIN	36" HT	
ΙΤ	76	IXORA TAIWANENSIS	DWARF IXORA	No		No		3 GAL	18" HT. MIN		
LR	239	LOROPETALUM CHINENSE RUBRUM 'RUBY'	RUBY FRINGE FLOWER	No		No		3 GAL	2' HT. MIN		36" OC
WM	300	MYRICA CERIFERA	WAX MYRTLE	Yes	4.06%	Yes	4.06%	30 GAL	6' HT. MIN.		
MD	203	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	Yes	2.75%	Yes	2.75%	3 GAL	2' HT. MIN.		36" OC
OF	26	OSMANTHUS FRAGRANS	SWEET OLIVE	No		No		30 GAL	6`HT		
PV	260	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED JAPANESE PITTOSPORUM	No		Yes	3.52%	3 GAL	2` HT. MIN		36" OC
PM	35	PODOCARPUS MACROPHYLLUS	YEW PINE	No		Yes	0.47%	7 GAL	3` HT		30" OC
۷O	1299	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	Yes	17.58%	Yes	17.58%	3 GAL	2° HT. MIN		30" OC
Code	QTY	Botanical	Common					Cont	Spacing	NA	Remarks
EE	1687	ERAGROSTIS ELLIOTTII	BLUE LOVE GRASS	Yes	22.83%	Yes	22.83%	1 GAL	30" OC		
MC	788	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	Yes	10.66%	Yes	10.66%	1 GAL	36" OC		
SB	214	SPARTINA BAKERI	SAND CORDGRASS	Yes	2.90%	Yes	2.90%	1 GAL	36" OC		
TF	255	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	Yes	3.45%	Yes	3.45%	1 GAL	36" OC		
TD2	657	TRIPSACUM FLORIDANUM	DWARF FLORIDA GAMAGRASS	Yes	8.89%	Yes	8.89%	1 GAL	36" OC		
Code	QTY	Botanical	Common					Cont	Spacing	NA	Remarks
ID	335	ILEX VOMITORIA 'SCHILLINGS DWARF'	SCHILLINGS DWARF YAUPON HOLLY	Yes	4.53%	Yes	4.53%	1 GAL	18" OC		
LS	862	LIRIOPE MUSCARI 'SUPER BLUE'	SUPER BLUE LILYTURF	No		Yes	11.66%	4" POT	18" OC		
7813 Total Shrubs & Ground Covers		ubs & Ground Covers		Total %	88.81%	Total %	99.66%				
Code	QTY	Botanical	Common					Cont	Spacing	NA	Remarks
PP	45045	PASPALUM NOTATUM 'PENSACOLA'	PENSACOLA BAHIAGRASS					SOD			
552		STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS					SOD			

LANDSCAPE CALCULATIONS

PER PASCO COUNTY LAND DEVELOPMENT CODE						
	REQUIRED	PROVIDED	Botanical	Common	Native	 T
DROUGHT TOLERANT PLANTINGS (905.2.C.1.D.)	50% OF SHRUBS AND GROUNDCOVER = DROUGHT TOLERANT	TOTAL SHRUBS/G.COVER= 8715 DROUGHT TOLERANT SHRUBS/GROUNDCOVER = 8715 (99.66%)	ERAGROSTIS ELLIOTTII MUHLENBERGIA CAPILLARIS TRIPSACUM FLORIDANUM	BLUE LOVE GRASS PINK MUHLY GRASS DWARF FLORIDA GAMAGRASS	Yes Yes Yes	
NATIVE PLANTINGS (905.2.C.1.D.)	30% OF SHRUBS AND GROUNDCOVER = NATIVE	TOTAL SHRUBS/G.COVER= 8715 NATIVE SHRUBS/G.COVER = 7,015 (80.49%)	A MINIMUM OF OR	D PLANTING REQUIR NE (1) SHADE TREE W	ITH SH	RL
REQUIRED NUMBER OF TREES SPECIES (905.2.C.1.D.)	PER TABLE 905.2-B, THERE ARE +26 TREES REQUIRED ON SITE. (26 OR MORE TREES REQUIRE 6 DIFFERENT SPECIES)	8 TREE SPECIES	OTHER THAN TRE	ER GROUND COVER PLES, PLANTING MATERING THAN THIRTY (30) IN	IALS SH NCHES.	ΙΑΙ
DIVERSITY OF PLANTINGS (905.2.C.1.D.)	8715 TOTAL SHRUBS AND GROUND COVER PLANTING ON SITE. THE MOST COMMON PLANTING IS ERAGROSTIS ELLIOTTII TOTALING 2,012. (MAX 2,179 (25%))	2,012 (23.09%)		DMPLY WITH 30" MAXI EE TPP2.00 - TPP2.30 _ANDS		

15' WIDE

282 SHRUBS

WIDTH VARIES

- 60 SHRUBS

- (178) SHRUBS

- 12 TREES @ 30' O.C

27 TREES @ 30' O.C.

- 154 6' HT SHRUBS @ 5' O.C.

10% OF THE VUA MUST BE DEVOTED TO 28,992 SF (12.50%) **VUA PLANTINGS** INTERIOR LANDSCAPE AREAS. (905.2.D.4) (VUA = 232,357 SF)MINIMUM LANDSCAPE AREA 23,236 SF (10%)

	THIN 1011 E WESS, WE THINK 25,250 ST (1070)	
VUA (905.2.D.4)	THERE SHALL BE ONE SHADE TREE PLANTED FOR EVERY 200 SQUARE FEET OF REQUIRED INTERIOR LANDSCAPE AREA. INTERIOR LANDSCAPE AREA 23,236 SF / 200 SF = 117 TREES MIN.	119 TR

BUILDING PERIMETER	
PLANTINGS	SEE SHEET L9.10 FOR E
(00F 2 D F)	THE CODE DECLITORMEN

BUILDING PERIMETER REQUIREMENTS AND PROPOSED PERIMETER LANDSCAPE TO MEET | THE CODE REQUIREMENTS.

NORTH BUFFER REQUIREMENTS (747 LF) - TYPE B - 15' WIDE - 1 SHADE TREE PER 30' = 25 TREES - SINGLE ROW OF EVERGREEN SHRUB - 6' HT VISUAL SCREEN = 6' HT SHRUB PER 5' LF	- TYPE B - 15' WIDE - (25) TREES @ 30' O.C. - (276) SHRUBS - (151) 6' HT SHRUBS @ 5' O.C.
WEST / EAST PERIMETER BUFFERS	

PERIMETER LANDSCAPE BUFFERING & SCREENING (905.2.D.6)

(SEE ALTERNATIVE STANDARD EXHIBIT) (SEE ALTERNATIVE STANDARD EXHIBIT) SOUTH ADJACENT TO COMMERCIAL REQUIREMENTS (760 LF)

-1 SHADE TREE PER 30' = (760 LF/30') 26 TREES -SINGLE ROW OF EVERGREEN SHRUB -6' HT VISUAL SCREEN = 6' HT SHRUB PER 5' LF (152 SHRUBS REQUIRED) SOUTH BUFFER ADJACENT TO R.O.W.

- WIDTH VARIES
- 1 SHADE TREE PER 30' = (354 LF/30') 12 TREES
- 5 SHRUBS PER TREE = (12*5) 60 SHRUBS
- VISUAL SCREEN NOT REQUIRED
- ACCENT PLANTING: (50 / 100 LF) 177 SHRUBS

REQUIREMENTS (354 LF)

TYPE D-1

* PALM TREES MAY BE SUBSTITUTED FOR UP TO THIRTY (30) PERCENT OF THE REQUIRED SHADE TREES AT A RATE OF THREE (3) PALM TREES, GROUPED TOGETHER, FOR ONE (1) SHADE TREE.

PARKING LOT LANDSCAPE PLANTING

tanical	Common	Native	Drought Tolerance	Cont	Mature Height
AGROSTIS ELLIOTTII	BLUE LOVE GRASS	Yes	Yes	1 GAL	30" HT
JHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	Yes	Yes	1 GAL	30" HT
IPSACUM FLORIDANUM	DWARF FLORIDA GAMAGRASS	Yes	Yes	1 GAL	30" HT

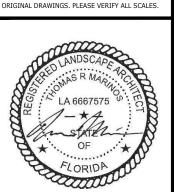
RUBS, DWARF ER EACH ISLAND. ALL NATURALLY

CATION OF PLANT MATERIALS IN ISLANDS

REPLACEMENT CALCULATIONS	Size Inches
TOTAL INCHES ON SITE	6777.0
TOTAL INCHES TO REMAIN	2277.0
TOTAL INCHES TO BE REMOVED	4482.0
TOTAL REQUIRED REPLACEMENT CAL*	4482.0
PROPOSED CAL (IN)	915.5
TREE MITIGATION FUND	(Many
MAX \$500 PER UNIT (330 UNITS)	(Max
\$500 x 330 UNITS= \$165,000	Payout)
TOTAL PROPOSED CAL (IN)	915.5
	· ·

1320 Ellsworth Industrial Blvd

Suite A1400 Atlanta, Georgia 30318 '8.990.7691 | www.bcstudio.



DATE	RELEASE	RE'
	Submittal	
9/22/22		
11/02/22	Pricing Set	
	Resubmittal	
	Resubmittal	
	Permit Set	
08/17/23	Rev Set	
-	-	

RIDGE

OR \triangleleft

S S Δ 9 0 Ш

PROJ. NO: 02-TCR-ARR DESIGN: TRM DATE: 07/29/2022

SHEET NUMBER:

Tab 3

PSA____HORTICULTURAL

Landscape Consulting & Contract Management "Protecting Your Landscape Investment"

8431 Prestwick Place Trinity, FL 34655

LANDSCAPE INSPECTION RESULTS

Date: September 7, 2023

Client: Water's Edge HOA/CDD- Jason Peterson

Manager:Rocco Iervasi Ameriscape-James Wade PSA-Tom Picciano

This landscape inspection report and subsequent ones will serve as a both a benchmark of current landscape maintenance concerns and the progress toward corrective actions. It will also serve as a deficiency list of items that should be addressed under the current landscape maintenance agreement.

These items must be completed October 23, 2023. Notify PSA in writing upon their completion, via fax or email, on or before 9:00 am on October 24, 2023. Contractor must initial the bottom of each page and sign at the bottom of the last page. The reason for any uncompleted deficiency must be listed.

SCORE 1=POOR 2= FAIR 3=GOOD

3 MOWING/EDGING/TRIMMING

Turf growth is beginning to slow.

The turf was neatly mowed with sharp blades and at the correct height. The hard edging was vertical, and the edged material was thoroughly cleaned out.

Ventana rear field-line trim and/or treat with Roundup around islands. Photo below.

Will be completed today



PSA-WATERS EDGE 10/23

1

Belle Haven large island-line trim tall grass along woodline. Do this at every mowing.

3 TURF COLOR

Belle Haven entry and exit-turf color was a lightly mottled medium green.

Slidell inbound and outbound-turf color was a lightly mottled medium green.

Veteran's Park- turf color ranged from a lightly mottled medium green to a consistent medium green.

Clubhouse parking lot fence line-turf color ranged from a lightly mottled medium green to a consistent medium green.

Clubhouse front left side and berm area-turf color was a consistent medium green.

The color of the clubhouse Bahia lawn along northern section of Moon Lake Road fence remained a lightly mottled medium green.

October

Moon Lake Road-turf color was a lightly mottled medium green.

October





September

September







August





July

July





3 TURF DENSITY

Clubhouse left side berm-soil is eroding. NEW WARRANTY SOD HAS BEEN INSTALLED.

Barn-turf density is poor. This area has been seeded. Seed germination is sparse. It needs to be watered in.

Belle Haven gate-the density was strong. NEW WARRANTY SOD HAS BEEN INSTALLED.

Moon Lake Road-the density was strong. Turf is made up of various grass types and weed growth.

Clubhouse front left side-density was strong.

The density of the clubhouse Bahia lawn along northern section of Moon Lake Road fence was strong.

Clubhouse lawn along the edge of the parking lot along Moon Lake Road-the density was strong.

Common area Bahia grass-the turf density was strong.

Veteran's Park- most of the Bahia lawn density was strong.

Slidell-the density was strong.

Front of basketball court-the density was strong. NEW WARRANTY SOD HAS BEEN INSTALLED. area.

PSA-WATERS EDGE 10/23

3

2 TURF WEED CONTROL

Clubhouse left front-crabgrass infestation beginning in turf panel at large oak.

Slidell entry-crabgrass infestation beginning in turf panels on entry and exit side. Complete

Belle Haven-entry crabgrass infestation beginning in turf panels on entry and exit side. Complete

Most of the high visibility, viable St. Augustine turf had some broadleaf weeds, but they can be spot treated as the volume is not great. The crabgrass will die off in cooler temperatures and then its germination should be controlled with pre-emergent herbicide.

3 TURF INSECT/DISEASE CONTROL/OVERALL HEALTH

Belle Haven exit gate-replace dead sod. WARRANTY WORK.

The turf was neatly mowed and trimmed in accordance with the specifications. Its growth is beginning to slow. The color of the lawn areas was good and ranged from a lightly mottled medium green to a consistent medium dark green. There was no increase in the volume of broadleaf weeds in high visibility, viable turf. The air temperature is now cool enough to successfully control them. There were no indications of any significant insect or disease activity. Crabgrass continues to grow in the St. Augustine turf.

3 SHRUB/TREE INSECT/DISEASE CONTROL/OVERALL HEALTH

Belle Haven exit gate-treat viburnum hedge for disease activity. It appears to be a leaf spot disease. *Photo below*.

Complete



11652 Belle Haven-remove and replace dead podocarpus. WARRANTY WORK. Photo below.



Will be completed today

11726 Belle Haven-treat Fakahatchee grass for spider mites.

Complete

Clubhouse left side fence-monitor health of Washingtonia palm. Photo below.



Clubhouse right front corner-monitor health of Washingtonia palm. Photo below.



Clubhouse left front -replace dead arboricola. WARRANTY WORK. Will be completed today

3 BED WEED CONTROL

Bed and crack weeds were well managed.

Across from 11170 Belle Haven-remove vines over sidewalk.

Complete

Belle Haven exit gate-remove bed weeds from viburnum hedge.

Complete

2 IRRIGATION MANAGEMENT

Corner of Creedmoor and Belle Haven-repair dripline by firebush.

Complete

Belle Haven entry gate inside gate along sidewalk-repair dripline break by azaleas. Complete

Belle Haven median at sign exit side-repair irrigation break along curb. Complete

Barn-check for irrigation to newly seeded area. There may need to be a hose bib attached to an irrigation

mainline for temporary watering capability. C. mplete

Slidell large median-repair dripline breaks.

PSA-WATERS EDGE 10/23

5

11719 Belle Haven-repair dripline break. Complet

11716 and 11718 Belle Haven-repair dripline breaks. Complete

Clubhouse right side sidewalk-cap maxi-jet nozzle. Photo below. Complete



Clubhouse front left- repair dripline break and check for consistent irrigation to new plants. Photo below.

Complete



3 SHRUB PRUNING

*It should be noted that the shrubs, including but not limited to, the hawthorns and schilling hollies, should not be pruned too tightly. This means that too much vegetative growth is being removed, limiting the plants availability to make food for itself. In addition, the plant will look more attractive by not having "holes" in it and allowing it to develop its more natural shape. (i.e. Indian Hawthorn has a natural mounded habit)

Most of the shrubs were neatly pruned and did not require pruning outside of the normal rotational cycle.

Clubhouse-prune schilling holly. Complete

Bridgeton park-begin thinning out palmettos. In progress

Slidell entry gate-cut back juniper that the entry gate hits when it opens and closes.

3 TREE PRUNING

Bridgeton dock-elevate trees over boardwalk. Complete

Ventana exit gate right lane-elevate low hanging oak tree. Will be completed today

PSA-WATERS EDGE 10/23

Scanned with CamScanner

Ventana rear field-lift any tree that is over mowable turf. Will be completed today

Barn-remove moss from crape myrtles. Complete

Clubhouse-prune Washingtonia palms in front of clubhouse. Complete

11631 Belle Haven-remove moss from maple trees. Complete

3 CLEANUP/RUBBISH REMOVAL

There was not a significant amount of litter or vegetative debris that needed to be removed.

Moon Lake wall-clean up litter and vegetative debris from beds and lawn.

3 APPEARANCE OF SEASONAL COLOR

The seasonal flower display was still providing a colorful display in all locations. It is entering its third month and should be replaced soon with a short-term planting prior to the installation of Holiday season colors. The beds are still full of plants, but many require pinching back to prevent bolting and to produce bushier plants. Be certain re-establish flower beds prior to the Holiday Season planting. Sufficient potting mix must be installed to bring beds back to the proper height and planting depth.

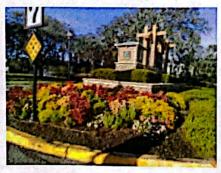
October October





September

September





August







CARRIED FORWARD FROM PRIOR MONTH

INSPECTION SCORE 34 of 36 - Passing score is 30 of 36 or 28 of 33 (with no seasonal color.)

PASSED INSPECTION

Payment for OCTOBER services should be released after the receipt of the DONE REPORT.

FOR MANAGER

None

PROPOSALS

NEW Submit a proposal to install a hose bib or quick connect coupler at barn.

Clubhouse-remove three dead Washingtonia palms.

Clubhouse north end of parking lot on both sides. Removal of existing juniper. Installation of sod, crape myrtles, azaleas and jasmine. Basketball court planting is one proposal and the east and west side of parking lot is another proposal.

Moon Lake reclaimed water pipe-remove and replace viburnum with firebush.

Moon Lake reclaimed water pipe-remove weeds tree growing within the large oak.

Belle Haven entry gate-submit a proposal to remove declining juniper on each side of pedestrian gate and install sod up to the stone pillar.

SUMMARY

ASI performed to contractual standards for this inspection. The turf was neatly mowed and trimmed in accordance with the specifications. Its growth is beginning to slow. The color of the lawn areas was good and ranged from a lightly mottled medium green to a consistent medium green. There was not a significant increase in the volume of broadleaf weeds in the high visibility turf. Warranty sod has been installed. The air temperature is now cool enough to successfully spot treat them. There were no indications of any significant insect or disease activity. Most of the shrubs were healthy and actively growing. Some warranty plant replacement is necessary. None of the shrubs required pruning outside of the normal monthly schedule. There was palm and hardwood pruning that needed to be performed. The bed and crack weeds were well managed. There were several irrigation leaks or breaks noted. They need to be repaired immediately. Most of the landscape appears to be receiving sufficient irrigation. The flower display was providing a strong curb appeal, but it will need to be changed out shortly. Overall, the property was well maintained.

ASI certifies that all work on this list has been completed in the 14-day timeframe specified in the contractual agreement and provided to PSA within the same period.

Signature	
Print Name	
Company	
Date	

Tab 4



Landscape Consulting & Contract Management "Protecting Your Landscape Investment"

8431 Prestwick Place Trinity, FL 34655

LANDSCAPE INSPECTION RESULTS

Date: November 2, 2023

Client: Water's Edge HOA/CDD- Jason Peterson

Manager:Rocco Iervasi Ameriscape-James Wade

PSA-Tom Picciano

This landscape inspection report and subsequent ones will serve as a both a benchmark of current landscape maintenance concerns and the progress toward corrective actions. It will also serve as a deficiency list of items that should be addressed under the current landscape maintenance agreement.

These items must be completed November 20, 2023. Notify PSA in writing upon their completion, via fax or email, on or before 9:00 am on November 21, 2023. Contractor must initial the bottom of each page and sign at the bottom of the last page. The reason for any uncompleted deficiency must be listed.

SCORE 1=POOR 2= FAIR 3=GOOD

3 MOWING/EDGING/TRIMMING

The turf was moved at the correct height with sharp blades leaving a clean cut. The hard edging was deep and vertical. Edged material was thoroughly cleaned out. The line trimming was performed at the same height as the mowing. The cleanup of hard surfaces was thorough. Beds were neatly soft edged.

Turf is now being mowed every other week. Only mow Bahia turf that is actively growing. When Bahia turf is not mowed those labor resources should be allocated to other tasks such as woodline cutbacks.

3 TURF COLOR

Belle Haven entry and exit-turf color remained a lightly mottled medium green.

Slidell inbound and outbound-turf color remained a lightly mottled medium green.

Veteran's Park-turf color was a lightly mottled medium green.

Clubhouse parking lot fence line-turf color still ranged from a lightly mottled medium green to a consistent medium green.

Clubhouse front left side and berm area- turf color ranged from a lightly mottled medium green to a consistent medium green. The newly sodded area was a darker green.

Clubhouse basketball court area-turf color was a consistent medium green.

The color of the clubhouse Bahia lawn along northern section of Moon Lake Road fence remained a lightly mottled medium green.

Moon Lake Road-turf color was a mottled medium green.

November November





October October





September September





PSA-WATERS EDGE 11/23

August August





3 TURF DENSITY

Barn-turf density is poor. This area has been seeded. Seed germination is sparse. It still needs to be watered in.

Moon Lake Road-the density was fair. Turf is made up of various grass types and weed growth.

Clubhouse front left side-density was good.

The density of the clubhouse Bahia lawn along northern section of Moon Lake Road fence was fair.

Clubhouse lawn along the edge of the parking lot along Moon Lake Road-the density was strong.

Common area Bahia grass-the turf density was good.

Veteran's Park-most of the Bahia lawn density was good.

Slidell-the density was good.

Clubhouse basketball court area-the density was good.

2 TURF WEED CONTROL

Clubhouse left side behind pond-treat broadleaf weeds.

Most of the high visibility, viable St. Augustine turf had some broadleaf weeds, but they can be spot treated as the volume is not great. The crabgrass will die off in cooler temperatures and then its germination should be controlled with pre-emergent herbicide applications when the soil temperature is appropriate.

3 TURF INSECT/DISEASE CONTROL/OVERALL HEALTH

The turf was mowed high with sharp blades leaving a clean and precise cut. Turf is being mowed every other week. There was a slight loss of color due to the slower growth from cooler temperatures and reduced sunlight. The density remained strong in most locations. The broadleaf weed volume fair in the high visibility St. Augustine turf. It is now cool enough to control broadleaf weeds without turf damage. Pre-emergent herbicide for grassy weed control should be applied when soil temperature is appropriate. Only mow Bahia turf that is actively growing. There were no indications of any insect or disease activity. Fall fertilization will increase root development of grass plants. Monitor St. Augustine turf for patch disease.

PSA-WATERS EDGE 11/23

3 SHRUB/TREE INSECT/DISEASE CONTROL/OVERALL HEALTH

Belle Haven exit gate-continue to treat viburnum hedge for disease activity. It appears to be a leaf spot disease. Its condition has improved over the last month. Leaves are flushing out. *Photo below*.

October November





11652 Belle Haven-remove and replace dead podocarpus. WARRANTY WORK.

Clubhouse left side fence-Washingtonia palm is in decline and should be removed. Photo below.

October November





Clubhouse right front corner-monitor health of Washingtonia palm.

Front of clubhouse-treat firebush for insect/disease activity. Scales, mites, and aphids may pose a threat. *Photo below*.



PSA-WATERS EDGE 11/23 4

Belle Haven entry at Creedmoor-remove dead azaleas along sidewalk.

3 BED WEED CONTROL

Belle Haven exit gate-remove bed weeds from juniper.

Bed and crack weeds were well managed.

2 IRRIGATION MANAGEMENT

Basketball court sidewalk-remove and cap maxi-jet. MISSED FROM OCTOBER INSPECTION. *Photo below*.



Belle Haven monument end cap-possible irrigation break in endcap.

Belle Haven entry sidewalk outside of gate-possible irrigation break by azaleas.

Basketball court-reduce irrigation to new sod.

11617 Belle Haven-possible irrigation leak at endcap.

11710 and 11726-possible irrigation leak at endcap.

Clubhouse left side fence rear corner- possible irrigation break. Photo below.



PSA-WATERS EDGE 11/23

3 SHRUB PRUNING

*It should be noted that the shrubs, including but not limited to, the hawthorns and schilling hollies, should not be pruned too tightly. This means that too much vegetative growth is being removed, limiting the plants availability to make food for itself. In addition, the plant will look more attractive by not having "holes" in it and allowing it to develop its more natural shape. (i.e. Indian Hawthorn has a natural mounded habit)

Most of the shrubs were neatly pruned and did not require pruning outside of the normal rotational cycle.

Belle Haven entry gate-remove spent blooms from bird of paradise.

3 TREE PRUNING

General work order-begin pruning crape myrtles. Remove dead wood, crossing branches, water sprouts, dead wood and sucker growth.

General work order-begin cutting back woodlines.

3 CLEANUP/RUBBISH REMOVAL

Moon Lake wall--remove fallen oak tree branches from bed.

Belle Haven exit gate-remove fallen oak tree branches from bed. Photo below.



3 APPEARANCE OF SEASONAL COLOR

The newly installed marigolds were full, healthy plants and properly spaced. They were providing a very colorful display. Be certain that all flower beds are re-dressed to contractual specifications prior to the installation of the Holiday season planting. The Holiday season installation should be done during the first or second week of December. *Photo below*.

November





November

PSA-WATERS EDGE 11/23

(0) CARRIED FORWARD FROM PRIOR MONTH

INSPECTION

SCORE 34 of 36 – Passing score is 30 of 36 or 28 of 33 (with no seasonal color.)

PASSED INSPECTION Payment for NOVEMBER services should be released after the receipt of the DONE REPORT.

FOR MANAGER

None

PROPOSALS

Submit a proposal to install a hose bib or quick connect coupler at barn.

Clubhouse-remove three dead Washingtonia palms.

Clubhouse north end of parking lot on both sides. Removal of existing juniper. Installation of sod, crape myrtles, azaleas and jasmine. Basketball court planting is one proposal and the east and west side of parking lot is another proposal.

Moon Lake reclaimed water pipe-remove and replace viburnum with firebush.

Moon Lake reclaimed water pipe-remove weeds tree growing within the large oak.

Belle Haven entry gate-submit a proposal to remove declining juniper on each side of pedestrian gate and install sod up to the stone pillar.

SUMMARY

ASI performed to contractual standards for this inspection. The turf was mowed, trimmed, and edged in accordance with the specifications. There was a slight loss of color, but it was still strong. The turf density was good in most locations. The broadleaf weeds need to be controlled and pre-emergent herbicides should be applied when the soil temperature is appropriate. There were no indications of turf insect or disease activity. Most shrubs and trees were healthy with some crape myrtles in need of cosmetic pruning. The bed weed control was very good. The landscape appears to be receiving adequate irrigation. Several irrigation issues needed to be corrected. The newly installed flowers were providing a very colorful display. The grounds were well maintained.

ASI certifies that all work on this list has been completed in the 14-day timeframe specified in the contractual agreement and provided to PSA within the same period.

Signature	 	
Company	 	
Date		

PSA-WATERS EDGE 11/23 7

Tab 5



Proposal #6141

Date: 9/25/2023

Customer:

Matthew Huber Rizzetta & Co. 9019 Creedmoor Lane New Port Richey, FL 34654

Property:

Water's Edge CDD 9019 Creedmoor Lane New Port Richey, FL 34654

Belle Haven Entrance Juniper Replacement with Sod

We propose to:

- Remove all of the juniper on the entrance side of the Belle Haven entrance out by Moon Lake Rd.
- Install 3,500 sq ft of St Augustine sod.
- Adjust and install irrigation to water new sod.

Junip	ner l	Rem	oval
Julii	JCI	VCIII	Ovai

Juniper Removal

Items	Quantity	Unit	Price/Unit	Price
Labor - Enhancement				\$2,800.00

Juniper Removal: \$2,800.00

Sod Installation

Sod Installation

Items	Quantity	Unit	Price/Unit	Price
Sod Installation	1.00	Lump Sum	\$5,133.28	\$5,133.28

Sod Installation: \$5,133.28

Irrigation Retrofit

Will need to install a small zone for this area. Can't tie into nearby turf sprays and need to separate from drip zone. Need a valve, decoder, and (8) rotors. There is another valve nearby where we can tie into the mainline and 2-Wire path. Also need to cap drip feeds and remove old drip line in the area.

Irrigation Enhancement

Items	Quantity	Unit	Price/Unit	Price

Labor - Irrigation				\$1,800.00
Hunter Decoder - 1 Station ICD-100	1.00	ea	\$229.59	\$229.59
3M - DBR/Y Wire Splices	6.00	ea	\$4.10	\$24.61
Valve Box - 10" Round (Reclaim Purple)	1.00	ea	\$30.41	\$30.41
Hunter PGP 6" Rotor [PGP06]	8.00	ea	\$38.29	\$306.31
1/2" K-Flex Pipe	20.00	lf	\$1.02	\$20.40
Misc PVC Fittings & Pipe	1.00	ea	\$475.00	\$475.00
1.25"-2" MISC PVC Fittings	10.00	ea	\$3.83	\$38.25
1/2"-1" MISC Fittings	20.00	ea	\$2.13	\$42.65
Hunter Globe Valve ICV Glass Filled Nylon 1-				
1/2 in. w/ Flow Control and Filter Sentry FIPT x FIPT	1.00	ea	\$345.29	\$345.29
PROLOGIS (LIBERTY) 2" SLIP-FIX	1.00	ea	\$24.08	\$24.08
		Irrigation E	nhancement:	\$3,336.59

PROJECT TOTAL: \$11,269.87

Terms & Conditions

GENERAL TERMS AND CONDITIONS

PART 1: CONTRACTOR'S RESPONSIBILITY

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- **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 including both an automatic irrigation system and horticulture services with the Contractor, the warranty shall be for 1 (one) year for all items included in the contract proposal except for sod/turf grass and/or annual flower plants commencing on the day the work is completed and accepted by the Client. The warranty shall be 30 (thirty) days for sod/turf grass and for annual flower plants 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 including both an automatic irrigation system and horticulture services with the Contractor, the warranty shall be for 6 (six) months for all items included in the contract proposal except for sod/turf grass and annual flower plants commencing on the day the work is completed and accepted by the Client. The warranty shall be 30 (thirty) days for sod/turf grass and annual flower plants commencing on the day the work is completed and accepted by the Client.
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- **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 or due to water supply issues and limitations that are the responsibility of the 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; failure of Client to provide proper irrigation or horticulture services and landscape maintenance or other necessary maintenance for newly installed plants and materials. 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.

Ву		Ву
	James Wade	
Date	9/25/2023	Date
_	ASI Landscape Management	Water's Edge CDD



Proposal #6549

Date: 10/27/2023

Customer:

Matthew Huber Rizzetta & Co. 9019 Creedmoor Lane New Port Richey, FL 34654

Property:

Water's Edge CDD 9019 Creedmoor Lane New Port Richey, FL 34654

Mulch Install 2023

We propose to install 250 yards of pine bark mulch in the CDD planter beds.

Mulch Install 2023

Mulch Install 2023

Items Pine Bark Mulch by Hand	Quantity 250.00 3.00	Unit CY	Price/Unit \$50.00 \$350.00	Price \$12,500.00 \$1,050.00
Delivery fee	3.00	ea Mul o	\$350.00 ch Install 2023:	\$1,050.00

PROJECT TOTAL: \$13,550.00

Terms & Conditions

GENERAL TERMS AND CONDITIONS

PART 1: CONTRACTOR'S RESPONSIBILITY

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- **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 including both an automatic irrigation system and horticulture services with the Contractor, the warranty shall be for 1 (one) year for all items included in the contract proposal except for sod/turf grass and/or annual flower plants commencing on the day the work is completed and accepted by the Client. The warranty shall be 30 (thirty) days for sod/turf grass and for annual flower plants commencing on the day the work is completed and accepted by the Client
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landscape maintenance agreement such as irrigation or horticulture services with the Contractor after the first 6 (six) months of the warranty period, the warranty period will have ended.

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- **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 or due to water supply issues and limitations that are the responsibility of the 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; failure of Client to provide proper irrigation or horticulture services and landscape maintenance or other necessary maintenance for newly installed plants and materials. 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 3: OTHER TERMS

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- **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.

Ву _		Ву
	James Wade	
Date	10/27/2023	Date
	ASI Landscape Management	Water's Edge CDD



Proposal #5435

Date: 6/12/2023

Customer:

Matthew Huber Rizzetta & Co. 9019 Creedmoor Lane New Port Richey, FL 34654

Property:

Water's Edge CDD 9019 Creedmoor Lane New Port Richey, FL 34654

Plant replacement along Moon Lake at Blue Water Main pipe

Replace declining Vib and install Fire Bush.

Flush cut sucker tree growing into Oak tree.

Remove all debris off site.

Set irrigation run times for new plant material..

Moon Lake

Plant and tree removal and install

Items	Quantity	Unit	Price/Unit	Price
Labor - for removal and prep				\$450.00
Fire Bush (3) gal	35.00	ea	\$17.50	\$612.50
Pine Bark Mulch 3 cu. ft. Bag	18.00	BG	\$11.25	\$202.50
Waste Dumping & Disposal - YD	3.00	YD	\$85.00	\$255.00
Labor - Installation of new plants and mulch.				\$300.00

Plant and tree removal and install: \$1,820.00

Irrigation

Irrigation Enhancement

Items	Quantity	Unit	Price/Unit	Price
Labor - Irrigation				\$225.00
Irrigation Misc Fittings	1.00	Dollars	\$45.00	\$45.00
		Irrigation	Enhancement:	\$270.00

PROJECT TOTAL: \$2,090.00

Terms & Conditions

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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.

Ву		Ву
	Jeffrey Myers	
Date	6/12/2023	Date
-	ASI Landscape Management	Water's Edge CDD

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.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Waters Edge Community Development District was held on **Thursday**, **October 26**, **2023**, **at 3:32 p.m.** at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654.

Present and constituting a quorum:

Teri Geney Board Supervisor, Chairman (via phone)

George Anastasopoulos Board Supervisor, Vice Chairman

Brenda Brown Board Supervisor, Assistant Secretary (via phone)

Timothy Haslett Board Supervisor, Assistant Secretary
Jason Peterson Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber Regional District Manager, Rizzetta & Co., Inc.

Jillian Minichino District Manager, Rizzetta & Co., Inc.

Michael Broadus District Counsel, Straley, Robin & Vericker

Frank Nolte District Counsel, Straley, Robin & Vericker District Engineer, Stantec (via phone)

Tony Smith Construct Engineer, Stantec (via phone Representative, Sitex Aquatics

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

The Board heard audience comments on the pump station issues and approval of the post card sent out by the CDD regarding the new community message system.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics Manager

1. Presentation of Monthly Aquatics Report

Mr. Smith presented the Monthly Aquatics report to the Board.

The Board stated the residents are complaining about the Turkey Vultures at the ponds. The vultures are killing the fish because of low pond levels. Mr. Smith is to treat newly restored ponds with a littoral shelf.

The Board inquired about the reoccurring Fountain Maintenance fees for \$150. Mr. Smith and Mr. Huber are to investigate. Prior to the end of the meeting Mr. Huber updated the Board that Sitex would be issuing a credit for the error in the fountain billings.

B. District Engineer Report

Mr. Nolte presented his report to the Board. He stated the littoral shelf on F1 is complete. The sod on Belle Haven was installed and the cleaning and erosion was also completed.

Mr. Nolte recommends pond L5 is restored in the Springtime, and he will get proposals prepared for the next meeting.

Mr. Nolte to reach out to developer to acquire timeline of the construction of the development adjacent to the community. Mr. Nolte will check the buffer area as many trees have been cleared and to ensure there will not be a road access through the CDD.

C. District Counsel

Mr. Broadus will revise the water policy and send it to the Board for review as well as Mr. Huber to post to the website.

On a motion by Ms. Geney, seconded by Mr. Peterson, with all in favor, the Board of Supervisors approved the Reclaimed Water Policy, as amended, for the Water's Edge Community Development District.

Mr. Broadus is to research noisy birds and what residents can do to possibly remedy these issues.

D. PSA Inspection Report

1. September Done Report

Mr. Peterson stated that ASI will perform cutbacks throughout the community during winter months, starting with the high visibility areas first.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 3

Mr. Anastasopoulos asked what the residents can do to scare off the birds by the ponds. Mr. Broadus will review and follow up at the next meeting.

2. October Report

The Board discussed the proposals sent in from ASI. Mr. Huber stated that he would email the Board copies of all proposals for review prior to the next CDD meeting.

3. ASI Irrigation Inspection Report

Mr. Huber is to follow up with ASI for the irrigation maps and zones that were promised.

On a motion by Mr. Haslett, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved ASI proposal #6476, in the amount of \$313.09, for the Water's Edge Community Development District.

E. District Manager

1. Review of Financial Statement

Mr. Huber reminded the Board of the next regularly scheduled meeting on November 16, 2023 at 3:30 pm.

On a motion by Mr. Haslett, seconded by Ms. Brown, with all in favor, the Board of Supervisors approved the High Trim proposal to trim palms in the amount of \$6,275.00, with caveat that HOA will get the same price (To be scheduled in May), for the Water's Edge Community Development District.

FOURTH ORDER OF BUSINESS

Update on ITS Pump System Repairs

On a motion by Mr. Peterson, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved the ITS Proposal to purchase two new pump motors in the amount \$28,835.86, for the Water's Edge Community Development District.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 4

FIFTH ORDER OF BUSINESS

Presentation of Reserve Study Update

Mr. Anastasopoulos mentioned that the reserve fund starting balance does not reflect what is currently shown in the Financials. It is currently \$435,000 and should be \$354,000.

Mr. Anastasopoulos stated the 2% inflation doesn't seem reasonable in consideration of today's high interest rates. Mr. Anastasopoulos would like to look at moving any excess monies from the General Fund Balance over to the reserves.

The Board asked Mr. Huber will reach out to the HOA to see if they had an update to their reserve study and if they would send a copy of it to the CDD.

Mr. Haslett said the fence at the end of Beaufort Court is CDD owned and needs to be added to the report.

Mr. Huber will inquire about 25 hp pump/VS Drive shown on Reserve Study. He is to have them send pictures and a description of the location.

Mr. Huber is to acquire a proposal to paint walls on both sides.

SIXTH ORDER OF BUSINESS

Presentation of 3rd Quarter Website Audit

The Board reviewed the 3rd quarter website audit. There were no questions or comments.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Regular Meeting held on September 28, 2023

On a motion by Mr. Peterson, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' regular meeting held on September 28, 2023, as amended, for the Water's Edge Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures For September 2023

Mr. Huber updated the Board regarding the Sitex billing error for Fountain services. Sitex will provide a credit for \$150.00 for 9 months totaling \$1,350.00. The Board discussed and directed Mr. Huber to have this credit applied to offset the purchase of the chlorine tablets from Sitex.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 5

On a motion by Mr. Anastasopoulos, seconded by Mr. Haslett, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures For September 2023, for the Water's Edge Community Development District.

NINETH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

Mr. Haslett inquired about the Eblast memberships and stated it was reported there were some emails sent at 2am.

Mr. Haslett requested new locks or keys for the pumphouse. Mr. Huber stated that he would forward the information to Mr. Haslett from the last purchase.

Mr. Haslett would like to set up a call with Mr. Huber to Intacct to review the Intacct system and what permissions the Board must view items in it.

Mr. Huber will contact High Trim to revise their 2-year tree trimming proposal.

TENTH ORDER OF BUSINESS Adjournment

Mr. Huber stated if there was no further business to come before the Board, a motion to adjourn would be in order.

On a Motion by Mr. Haslett, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors adjourned the meeting at 6:13 p.m. for the Water's Edge Community Development District.	
Secretary/Assistant Secretary	Chairman/Vice Chairman