

Waters Edge Community Development District

Board of Supervisors' Meeting December 16, 2021

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

www.watersedgecdd.org

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

Board of Supervisors Teri Geney Chairman

George Anastasopoulos Vice Chairman
Michaela Ballou 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 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

<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 Waters Edge Community Development District December 9, 2021

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waters Edge Community Development District will be held on Thursday, December 16, 2021 at 3:30 p.m. at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654. The following is the final agenda for this meeting.

CALL TO ORDER/ROLL CALL

2.										
3.		FF REPORTS								
	A.	District Engineer								
	B.	9								
		1. Presentation of the Monthly Aquatics Report Tab 1								
	C.	PSA Inspection ReportsT								
	D.	District Counsel								
		Discussion of Reclaimed Water Status								
		2. Discussion of Social Media Posts								
	E.	District Manager								
		Presentation of November District Manager								
		ReportTab 3								
		2. Discussion of Common Area Policies regarding								
		downed trees Tab 4								
4.	BUS	BUSINESS ITEMS								
	A.	Consideration of Landscape Proposals Tab 5								
	В.	Ratification of Consent to Assignment of Rizzetta								
		Technology Services to Rizzetta & Company Tab 6								
5.	BUS	INESS ADMINISTRATION								
	Α.	Consideration of Minutes of the Board of Supervisors'								
		Regular Meetings held on October 27, 2021 and								
		November 18, 2021 Tab 7								
	В.	Ratification of Operation and Maintenance Expenditures								
		for October 2021Tab 8								
6.		IENCE COMMENTS AND SUPERVISOR REQUESTS								
7.	ADJ	OURNMENT								

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.

Waters Edge Community Development District December 16, 2021 Page Two

Sincerely,

Matthew Huber

Matthew Huber Regional District Manager

Tab 1

Waters Edge CDD



Monthly Report
Inspection Date:12/1/21

Prepared For:Mathew E. Huber
Rizzetta & Company

Prepared By: Brian Fackler

P: 407-402-6536

E: bfackler@sitexaquatics.com



Ponds, G1, C1, L14







Ponds received treatment for shoreline grasses and invasive species as needed. G1 is looking much better

Ponds, J4, BB2,BB1

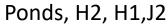






Ponds received treatment for shoreline grasses and invasive species as needed. We continue to keep the lily pads at an acceptable level of growth.











Ponds received treatment for shoreline grasses and invasive species as needed. H2 and H1 water levels are low

Ponds, J3, W2, W1







Ponds received treatment for shoreline grasses and invasive species as needed. W2 was treated for spikrush



Ponds, L17, L2, L7







Ponds received treatment for shoreline grasses and invasive species as needed. L17 was treated for spikerush



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All algae and Spike rush have been treated. Trash has been removed.

We have a few ponds currently that are scheduled for follow up treatments for the spike rush that is present. We expect them to respond well.

As always please feel free to reach out to myself or one of my staff should you have any questions or concerns.

Regards Brian Fackler Field Operations Manager Sitex Aquatics IIc

Tab 2



Landscape Consulting & Contract Management "Protecting Your Landscape Investment"

925 Florida Avenue, Suite D Palm Harbor, FL 34683

LANDSCAPE INSPECTION RESULTS

Date:

November 4, 2021

Client:

Water's Edge HOA

Attended by:

HOA/CDD -Mary Ellen Leone, Teri Geney

Manager- Rocco Iervasi Ameriscape- Armando Taylor

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 by November 22, 2021. Notify PSA in writing upon their completion, via fax or email, on or before 9:00 am on November 23, 2021. 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 mowed, edged, trimmed and the hard surfaces cleaned up in accordance with the specifications. The turf is now growing slowly and will be mowed every other week as per contract. In the event the turf does not require mowing, labor resources that would have gone into the mowing operation must be used for other contractual services.

Slidell-line trim along entry and exit side on vacant lots.

3 TURF COLOR

Bellehaven- entry and exit turf color remained a heavily mottled light to medium green.

Slidell- both the inbound and outbound turf color remained a mottled medium green. There was some improvement over the past month.

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

Clubhouse parking lot fence line- turf color was a lightly mottled medium green.

Left side berm of clubhouse- turf color remained a heavily mottled medium green to a consistent medium green.

Clubhouse lawn along northern section of Moon Lake Road- turf color remained a lightly mottled medium green.

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

November



October

October



September

August





2 TURF DENSITY

Bellehaven gate- the density ranged from poor to good on the entry side and fair to good on the exit side.

Moon Lake Road- the density ranged from fair to good.

Clubhouse front left side- the density remained strong. The density of the left side berm still ranged from poor to fair.

The density of clubhouse lawn along northern section of Moon Lake Road fence was strong. The area should be seeded with a resilient seed mix of rye, common Bermudagrass and Bahia grass on a yearly basis.

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

Common areas- Bahia turf density was good.

Veteran's Park- the density was good.

Slidell gate- the density was fair on the entry side and slightly better on the exit side. There was some improvement over the past month.

2 TURF WEED CONTROL

Bellehaven inbound and outbound- treat broadleaf weeds. Completed

Slidell inbound and outbound- treat broadleaf weeds.

Clubhouse front left side front and berm- treat broadleaf weeds. Completed

Clubhouse right side in front of basketball court and north side of court- treat broadleaf weeds. Example 100

Crabgrass has also infested a number of high visibility turf areas. It will die back in the cooler temperatures. Be certain to apply pre-emergent herbicide as per specifications.

Bridgeton park-treat broadleaf weeds. Ongoing

2 TURF INSECT/DISEASE CONTROL/OVERALL HEALTH

The turf is being mowed and trimmed properly in accordance with the specification. The color was generally a mottled medium green throughout most of the community. The density varied on the different lawn areas. Sections of turf will be replaced under the warranty. The volume of broadleaf weeds as well as crabgrass growth remained stable over the past month. Broadleaf weeds need to be treated with herbicide. There were no indications of turf insect activity but patch disease was present. The fall fertilization should be applied soon. Pre-emergent herbicide shall be applied when the soil temperature is appropriate in order to help suppress grassy weeds.

Bridgeton park- possible patch disease. Photo below.



Threated

Bellehaven exit gate- replace dead sod. WARRANTY WORK. Photo below.



Pending

Clubhouse parking lot along fence-possible patch disease. *Photo below*.



Twented

Clubhouse left side- replace dead turf. WARRANTY WORK. Photo below.

November



pending

October

September



August

July



Slidell inbound and outbound- continue to treat for patch and take all rot activity. This area must be proactively treated in the spring. There has been a slight improvement in the health of this turf. *Photo below*.

October

September



August

July



June

May



Per specifications: As a condition of this agreement, the Contractor shall be responsible to alleviate any soil compaction on problematic areas up to a total area of 10,000 square feet. The soil shall be core aerated.

3 SHRUB – TREE INSECT/DISEASE CONTROL/OVERALL HEALTH

General work order- get pathology test on Washingtonia palms before any re-planting is done.

Bellehaven inbound ant Creedmoor- replace new installed dead azaleas. WARRANTY WORK.

Bellehaven lift station- replace dead viburnum. WARRANTY WORK. Photo below.



Pending no inerigation at the moment

Bridgeton park- replace dead windmill palms when approved by HOA. Photo below.



pending

Slidell monument- recommend replacing hawthorn. They are in decline. Hawthorn do not like to be heavily sheared. They only need to be headed back to maintain their rounded shape. The beds will need more soil. Smaller scale plants should be installed. *Photo below*.



Pending

General work order Bellehaven islands- continue to remove dead plants.

Bellehaven islands- treat Fakahatchee grass for spider mites.

11705 Bellehaven- magnolias are dying back from the top. Trees are most likely girdled. These have further declined over the past month. *Photo below*.



Clubhouse right side fence-3 Washingtonia palms are dead. Clubhouse right side rear- another Washingtonia palm is dead. This is not a warranty issue. The newly installed one needs to be replaced. **WARRANTY WORK.** *Photo below.*

November



Pending

September

October



Clubhouse front left- Washingtonia palm is dead and needs to be removed and replaced if possible. *Photo below*.

November



October

September



3 BED WEED CONTROL

Slidell entry wall- remove crack weeds from the top of wall. Orgonic

Bellehaven entry pedestrian gate- remove bed weeds.

Clubhouse right side rear- remove vines from holly hedge.

3 IRRIGATION MANAGEMENT

Most of the landscape appears to be receiving sufficient irrigation.

Slidell- adjust all sprinkler heads.

Bellehaven exit at Creedmoor- repair irrigation leak by new firebush.

Bellehaven lift station- replace missing node and adjust rotors.

Clubhouse right side- cap off heads in mulch by bike rack. The side-

Monthly irrigation wet check reports must submitted to management. This is a contractual requirement.

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)

Slidell median- prune dead sections from juniper. All

Berm- cut back wax myrtles on berm.

Bellehaven entry pedestrian gate- remove spent blooms from bird of paradise.

Bellehaven islands- prune dead sections from juniper.

3 TREE PRUNING

Marblehead- cut back woodline. done ongoins

General work order- continue to cut back wood lines.

General work order- begin lifting low hanging trees once the mowing operation goes to every other week.

3 CLEANUP/RUBBISH REMOVAL

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

3 APPEARANCE OF SEASONAL COLOR

The seasonal color display of marigolds was providing a strong curb appeal. The plants were healthy and neatly spaced. The beds were essentially weed free. The holiday season planting and potting mix replenishment will be completed in a few weeks. *Photo below*.

November

November



(0)CARRIED FORWARD FROM PRIOR MONTH

INSPECTION SCORE 33 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

NEW Veteran's Park- submit a proposal to close in area mulched area around maple trees with Bahia sod. *Photo below.*



Pendire

Bellehaven entry along Moon Lake- submit a proposal to remove juniper that is infested with torpedo grass and replace with Bahia sod.

Slidell- install 6 cabbage palms and firebush on the entry side and 6 cabbage palms without firebush on the exit side.

Submit a proposal to install spray heads in the flower bed at the Bellehaven guardhouse. Be certain to check if there is enough volume and pressure to accomplish this. Where I also some the done

Submit a proposal to spread a seed mix of winter rye, common Bermudagrass and Bahiagrass. Price should be based a per 1000/sf rate. State how many pounds of seed per 1000 s/f. Price should be based per 50lb bag.

Submit a proposal to seed compacted soil at basketball court. Area should be core aerated (within contract) and then seeded with a seed mix of millet or winter rye, common Bermudagrass and Bahia grass.

SUMMARY

ASI performed to contractual standards for this inspection. The turf is being mowed with sharp blades and at the correct height. The turf color was generally a mottled medium green. The density varied throughout the community, ranging from poor to good. Areas of declining sod will be replaced under warranty. The volume of broadleaf and grassy weeds was stable over the past month, but they need to be killed off. Pre-emergent herbicide will also need to be applied when appropriate to suppress grassy weeds. There were no indications of insect activity but turf disease was present in a few locations. The shrubs were generally healthy with the exception of a few large Washingtonia palms, some Fakahatchee grass and a three magnolias. The bed and crack weeds were well managed. The shrubs were neatly pruned. The woodlines need to be cut back to prevent encroachment. There were irrigation issues that needed immediate attention. The seasonal flower rotation was providing a strong curb appeal.

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 ARMando

Date 11-74-22

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Landscape Consulting & Contract Management "Protecting Your Landscape Investment"

925 Florida Avenue, Suite D Palm Harbor, FL 34683

LANDSCAPE INSPECTION RESULTS

Date: December 2, 2021 Client: Water's Edge HOA

Attended by: HOA/CDD -Michaela Ballou

Manager- Rocco Iervasi Ameriscape- Armando Taylor

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 by December 20, 2021. Notify PSA in writing upon their completion, via fax or email, on or before 9:00 am on December 21, 2021. 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 mowed, trimmed and edged in accordance with the specifications. Only mow turf that is actively growing. If turf does not need to be mowed use those allocated man hours to perform other tasks such as wood line cutbacks, tree pruning, etc.

Basketball court pond area- remove leaf drop.

2 TURF COLOR

Bellehaven- entry and exit turf color was a heavily mottled light to medium green.

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

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

Clubhouse parking lot fence line- turf color was a mottled medium green.

Left side berm of clubhouse- turf color remained a heavily mottled medium green.

Clubhouse lawn along northern section of Moon Lake Road- turf color was a mottled medium green.

December

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

December



November October



October September



August August



2 TURF DENSITY

Bellehaven gate- the density still ranged from poor to good on the entry side and fair to good on the exit. side.

Moon Lake Road- the density still ranged from fair to good.

Clubhouse front left side- the density remained strong. The density of the left side berm still ranged from poor to fair.

The density of clubhouse lawn along northern section of Moon Lake Road fence was good.

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

Common areas- Bahia turf density was fair as the turf goes into its dormant period.

Veteran's Park- Bahia turf density was fair as the turf goes into its dormant period.

Slidell gate- the density remained fair on the entry side and slightly better on the exit side.

2 TURF WEED CONTROL

Slidell entry lawn- spot treat broadleaf weeds.

Bellehaven exit in front of gate- spot treat broadleaf weeds.

Clubhouse left side- turf has carpet grass infestation.

Basketball court lawn along parking lot- heavily weeded

2 TURF INSECT/DISEASE CONTROL/OVERALL HEALTH

The turf was mowed in accordance with the specifications. The turf color has weakened to a mottled medium green over the past month. The density remained fair to good on most of the St. Augustine turf but the Bahia lawns were beginning to thin out as they go into winter dormancy. There were no indications of insect damage, but there was some continued patch disease activity. The broadleaf weeds should only be spot treated since there is currently no irrigation. As long as the turf has been watered deeply in the past it should be able to sustain itself for a time without the roots drying out.

Bridgeton park- possible patch disease.

Clubhouse parking lot along fence-possible patch disease.

Left side front lawn by large oak- possible patch disease

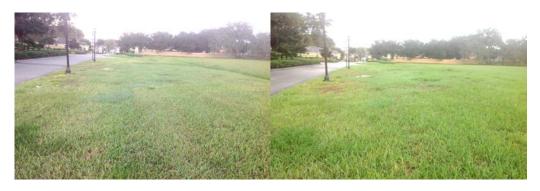
Slidell inbound and outbound- continue to treat for patch and take all rot activity. This area must be proactively treated in the spring. *Photo below*.

December



October

September



August

July



June May



Per specifications: As a condition of this agreement, the Contractor shall be responsible to alleviate any soil compaction on problematic areas up to a total area of 10,000 square feet. The soil shall be core aerated.

<u>3 SHRUB – TREE INSECT/DISEASE CONTROL/OVERALL HEALTH</u>

General work order- get pathology test on Washingtonia palms before any re-planting is done.

Bellehaven exit gate- flush cut declining ligustrum. Photo below.



Slidell monument- remove dead hawthorns.

South of Slidell exit-remove dead plants along Moon Lake Road.

Bridgeton playground- remove all dead windmill palms. Photo below.



11705 Bellehaven- magnolias are dying back from the top. Trees are most likely girdled. These continue to decline. *Photo below*.

November December



Clubhouse right side fence- 3 Washingtonia palms are dead. Clubhouse right side rear- another Washingtonia palm is dead. This is not a warranty issue. The newly installed one needs to be replaced. **WARRANTY WORK.** *Photo below.*

November



Clubhouse front left- Washingtonia palm is dead and needs to be removed and replaced if possible.

3 BED WEED CONTROL

Bellehaven exit berm- remove bed weeds.

Basketball court pond area- remove bed weeds.

N/A IRRIGATION MANAGEMENT

The irrigation has been shut down by the county. Most of the turf should be able to sustain in the short term without water. Irrigation is now being provided via water tank.

Clubhouse- new roebellini palm looks dry. Some of the azaleas are wilting. Photo below.



Monthly irrigation wet check reports must submitted to management. This is a contractual requirement.

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)

Bellehaven entry gate- remove spent blooms from bird of paradise.

Bridgeton playground- thin out palmettos.

Slidell entry wall- hedge is pruned very unevenly. *Photo below*.



11232 Bellehaven- cut back wood lines on both sides of median

11170 Bellehaven- cut back wood lines on both sides of road.

11609 Bellehaven- prune dead sections out of juniper.

Left side of clubhouse- prune dead section out of schilling hollies.

3 TREE PRUNING

Slidell median- remove small diameter interior branches from oak. Photo below.



Bellehaven exit at Creedmoor- elevate two oaks and remove stub cuts. Photo below.



Bellehaven entry gate- remove water sprouts from crape myrtle. Photo below.



Bellehaven lift station- prune ligustrum tree.

Bellehaven entry side-lightly elevate two maples. Photo below.



3 CLEANUP/RUBBISH REMOVAL

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

Bellehaven medians- remove any edging plastic hanging over the curb and dispose of.

3 APPEARANCE OF SEASONAL COLOR

The seasonal color display of marigolds was still proving a colorful display. Some deadheading is required. The plants were healthy and the beds were essentially weed free. The holiday season planting and potting mix replenishment will be completed in a few weeks. *Photo below*.

December December



November November



(0) CARRIED FORWARD FROM PRIOR MONTH

INSPECTION SCORE 29 of 33 – Passing score is 30 of 36 or 28 of 33 (with no irrigation.)

PASSED INSPECTION

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

FOR MANAGER

None

PROPOSALS

Veteran's Park- submit a proposal to close in area mulched area around maple trees with Bahia sod. *Photo below.*



Bellehaven entry along Moon Lake- submit a proposal to remove juniper that is infested with torpedo grass and replace with Bahia sod.

Slidell- install 6 cabbage palms and firebush on the entry side and 6 cabbage palms without firebush on the exit side.

Submit a proposal to install spray heads in the flower bed at the Bellehaven guardhouse. Be certain to check if there is enough volume and pressure to accomplish this.

Submit a proposal to spread a seed mix of winter rye, common Bermudagrass and Bahiagrass. Price should be based a per 1000/sf rate. State how many pounds of seed per 1000 s/f. Price should be based per 50lb bag.

Submit a proposal to seed compacted soil at basketball court. Area should be core aerated (within contract) and then seeded with a seed mix of millet or winter rye, common Bermudagrass and Bahia grass.

SUMMARY

ASI performed to contractual standards for this inspection. The turf was maintained in accordance with the specifications. The color of the turf has weakened to a mottled medium green. The density was generally strong on most of the St. Augustine turf but was thinning on the Bahia as it goes into winter dormancy. The broadleaf weeds must be controlled via spot treatments. Some turf panels were heavily weeded. There was no insect activity but patch disease was still present. Smaller shrubs were mostly healthy. Some of the palms and magnolias were dead and /or in decline. The shrubs were maintaining their pruned shape but wood line cutbacks and some tree pruning is needed. The bed and crack weeds were well managed. The irrigation system has been shut down by the county and the landscape is being watered via a water tank. The flowers were still providing a colorful display but the beds will soon be replenished with fresh potting mix and planted up for the Holiday Season.

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 3



UPCOMING DATES TO REMEMBER

- Next Meeting: January 27, 2022 at 5:00 p.m.
- FY 2020-2021 Audit Completion Deadline: March 2022
- Next Election (Seats 1-George Anastasopoulos & 5-Tim Haslett): November 8, 2022

District Manager's Report December 16

2021

FINANCIAL SUMMARY	10/31/2021
General Fund Cash & nvestment Balance:	\$187,063
5 10 10	
Reserve Fund Cash & nvestment Balance:	\$350,892
Debt Service Fund Investment Balance:	\$589,766
otal Cash and Investment	
Balances:	\$1,127,721
	Over
neral Fund Expense Variance: \$264	Budget



Cross Connection Conference Calls: District Management coordinated several conference calls with Pasco County, CDD and HOA reps, and clubhouse staff to discuss and problem-solve the residents' cross connection issue and restrict access to reclaimed water until the matter is resolved.

Insurance Coverage: District Management went on a site visit with EGIS reps, Mr. Lervasi, Mr. Labrum, and Mr. Haslett to ensure that all structures are covered by the appropriate party. EGIS is working on updating the property schedule. District Management will share the property schedule with the Board once it is received.

Letters to Residents: District Management sent letters to residents regarding feeding an alligator and installing a swing on a tree on CDD property.

ITS Pump Station Maintenance Agreement: Mr. Newberg revised the Agreement based on Board members' requests. Mr. Anastasopolous reviewed and executed the revised Agreement.

Water Truck: District Management got a proposal for a water truck for \$400 per service from K. Johnson's Lawn & Landscaping, Inc., which was executed by Ms. Geney. Ms. Geney, ITS, KJ Lawn, ASI, Mr. Levarsi, and District Management collaborated to establish a watering schedule to preserve the landscape warranties.

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Financial Statements (Unaudited)

October 31, 2021

Prepared by: Rizzetta & Company, Inc.

watersedgecdd.org rizzetta.com

Balance Sheet
As of 10/31/2021
(In Whole Numbers)

	General Fund	Reclaim Water Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
Assets							
Cash In Bank	133,155	0	0	0	133,155	0	0
Reclaimed Water Account	0	42,015	0	0	42,015	0	0
Investments	53,908	0	0	589,766	643,674	0	0
Investments - Reserve	0	0	350,892	0	350,892	0	0
Accounts Receivable	369,700	49,774	18,283	757,933	1,195,690	0	0
Prepaid Expenses	0	0	0	0	0	0	0
Due From Other Funds	6,435	0	0	0	6,435	0	0
Amount Available in Debt Service	0	0	0	0	0	0	1,347,699
Amount To Be Provided Debt Service	0	0	0	0	0	0	7,122,301
Fixed Assets	0	0	0	0	0	6,633,196	0
Total Assets	563,199	91,789	369,175	1,347,699	2,371,862	6,633,196	8,470,000
Liabilities							
Accounts Payable	27,572	0	0	0	27,572	0	0
Accrued Expenses Payable	500	9,088	0	0	9,588	0	0
Due To Other Funds	0	6,435	0	0	6,435	0	0
Revenue Bonds Payable-Long-Term	0	0	0	0	0	0	8,470,000
Total Liabilities	28,072	15,523	0	0	43,596	0	8,470,000
Fund Equity & Other Credits							
Beginning Fund Balance	212,691	32,579	350,889	589,764	1,185,923	6,633,196	0
Net Change in Fund Balance	322,435	43,686	18,286	757,935	1,142,343	0	0
Total Fund Equity & Other Credits	535,126	76,265	369,175	1,347,699	2,328,266	6,633,196	0
Total Liabilities & Fund Equity	563,199	91,789	369,175	1,347,699	2,371,862	6,633,196	8,470,000

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2021 Through 10/31/2021 (In Whole Numbers)

_	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	0	0	1	1	0.00%
Special Assessments					
Tax Roll	369,700	369,700	369,700	0	0.00%
Total Revenues	369,700	369,700	369,701	1	(0.00)%
Expenditures					
Legislative					
Supervisor Fees	12,000	1,000	1,000	0	91.66%
Financial & Administrative					
Administrative Services	4,865	405	414	(8)	91.50%
District Management	23,500	1,958	1,998	(39)	91.50%
District Engineer	8,000	667	1,171	(505)	85.35%
Disclosure Report	2,000	0	0	0	100.00%
Trustees Fees	3,775	1,888	1,886	2	50.04%
Tax Collector/Property Appraiser Fees	150	0	0	0	100.00%
Financial & Revenue Collections	5,400	450	459	(9)	91.50%
Assessment Roll	5,400	5,400	5,508	(108)	(2.00)%
Accounting Services	12,975	1,081	1,103	(22)	91.49%
Auditing Services	3,400	0	0	0	100.00%
Arbitrage Rebate Calculation	450	0	0	0	100.00%
Public Officials Liability Insurance	2,960	2,960	2,826	134	4.52%
Legal Advertising	500	42	126	(85)	74.72%
Miscellaneous Mailings	1,500	125	0	125	100.00%
Dues, Licenses & Fees	175	175	275	(100)	(57.14)%
Website Hosting, Maintenance, Backup (and Email)	5,000	417	1,713	(1,296)	65.75%
Legal Counsel					
District Counsel	10,000	833	500	333	95.00%
Electric Utility Services					
Utility Services	36,000	3,000	0	3,000	100.00%
Stormwater Control					
Fountain Service Repair & Maintenance	3,500	292	150	142	95.71%
Lake/Pond Bank Maintenance	7,500	625	0	625	100.00%
Aquatic Maintenance	26,220	2,185	2,185	0	91.66%

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2021 Through 10/31/2021 (In Whole Numbers)

_	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Mitigation Area Monitoring & Maintenance	500	42	0	42	100.00%
Aquatic Plant Replacement	5,000	417	0	417	100.00%
Stormwater System Maintenance Other Physical Environment	7,500	625	0	625	100.00%
Property Insurance	5,000	5,000	4,131	869	17.38%
General Liability Insurance	2,960	2,960	2,826	134	4.52%
Entry & Walls Maintenance	2,500	208	495	(287)	80.20%
Landscape Maintenance	95,266	7,939	11,469	(3,530)	87.96%
Irrigation System Monitoring & Maintenance	20,000	1,667	679	988	96.60%
Well Maintenance	5,000	417	0	417	100.00%
Landscape - Mulch	7,000	583	135	448	98.07%
Landscape Replacement Plants, Shrubs, Trees	10,000	833	1,428	(594)	85.72%
Reclaimed Pump Maintenance & Repairs	13,704	1,142	4,791	(3,649)	65.03%
Contingency					
Miscellaneous Contingency	20,000	1,667	0	1,667	100.00%
Total Expenditures	369,700	47,002	47,266	(264)	87.22%
Excess Of Revenues Over (Under) Expenditures	0	322,698	322,435	(263)	0.00%
Exc. Of Rev/Other Sources Over/(Under) Expend./Other Uses	0	322,698	322,435	(263)	0.00%
Fund Balance, Beginning of Period					
	0	0	212,691	212,691	0.00%
Fund Balance, End of Period	0	322,698	535,126	212,428	0.00%

Statement of Revenues and Expenditures 101 - Reclaim Water Fund From 10/1/2021 Through 10/31/2021 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	0	0	0.00%
Special Assessments				
Tax Roll	49,774	49,774	0	0.00%
Total Revenues	49,774	49,774	0	0.00%
Expenditures				
Water-Sewer Combination Services				
Utility - Reclaimed	49,774	6,088	43,686	87.76%
Total Expenditures	49,774	6,088	43,686	87.77%
Excess Of Revenues Over (Under) Expenditures	0	43,686	43,686	0.00%
Exc. Of Rev/Other Sources Over/(Under) Expend./Other Uses	0	43,686	43,686	0.00%
Fund Balance, Beginning of Period				
	0	32,579	32,579	0.00%
Fund Balance, End of Period	0	76,265	76,265	0.00%

Statement of Revenues and Expenditures 005 - Reserve Fund From 10/1/2021 Through 10/31/2021 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	3	3	0.00%
Special Assessments				
Tax Roll	18,283	18,283	0	0.00%
Total Revenues	18,283	18,286	3	0.02%
Expenditures				
Contingency				
Capital Reserve	18,283	0	18,283	100.00%
Total Expenditures	18,283	0	18,283	100.00%
Excess Of Revenues Over (Under) Expenditures		18,286	18,286	0.00%
Exc. Of Rev/Other Sources Over/(Under) Expend./Other Uses	0	18,286	18,286	0.00%
Fund Balance, Beginning of Period				
	0	350,889	350,889	0.00%
Fund Balance, End of Period	0	369,175	369,175	0.00%

Statement of Revenues and Expenditures 200 - Debt Service Fund From 10/1/2021 Through 10/31/2021 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	2	2	0.00%
Special Assessments				
Tax Roll	757,933	757,933	0	0.00%
Total Revenues	757,933	757,935	2	0.00%
Expenditures				
Debt Service				
Interest	327,933	0	327,933	100.00%
Principal	430,000	0	430,000	100.00%
Total Expenditures	757,933	0	757,933	100.00%
Excess Of Revenues Over (Under) Expenditures	0	757,935	757,935	0.00%
Exc. Of Rev/Other Sources Over/(Under) Expend./Other Uses	0	757,935	757,935	0.00%
Fund Balance, Beginning of Period				
, ,	0	589,764	589,764	0.00%
Fund Balance, End of Period	0	1,347,699	1,347,699	0.00%

Waters Edge CDD Investment Summary October 31, 2021

Account	<u>Investment</u>	oer 31, 2021
The Bank of Tampa	Money Market	\$ 53,908
	Total General Fund Investments	\$ 53,908
The Bank of Tampa ICS Capital Reserve		
BOKF, National Association	Money Market	\$ 102,540
Dime Community Bank	Money Market	248,352
	Total Reserve Fund Investments	\$ 350,892
US Bank Series 2015 Reserve A-1	US Bank Money Market 5	\$ 360,028
US Bank Series 2015 Reserve A-2	US Bank Money Market 5	18,107
US Bank Series 2015 Revenue	US Bank Money Market 5	191,451
US Bank Series 2015 Excess Revenue	US Bank Money Market 5	20,180
	Total Debt Service Fund Investments	\$ 589,766

Summary A/R Ledger 001 - General Fund From 10/1/2021 Through 10/31/2021

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	369,700.00
		Total 001 - General Fund	369,700.00

Summary A/R Ledger 101 - Reclaim Water Fund From 10/1/2021 Through 10/31/2021

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	49,774.00
		Total 101 - Reclaim Water Fund	49,774.00

Summary A/R Ledger 005 - Reserve Fund From 10/1/2021 Through 10/31/2021

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	18,283.00
		Total 005 - Reserve Fund	18,283.00

Summary A/R Ledger 200 - Debt Service Fund From 10/1/2021 Through 10/31/2021

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	757,932.94
		Total 200 - Debt Service Fund	757,932.94
Report Balance			1,195,689.94

Aged Payables by Invoice Date
Aging Date - 10/1/2021
001 - General Fund
From 10/1/2021 Through 10/31/2021

Fee FY21/22 175.00
& Fountain Maintenance 2,335.00
ndscape Services 09/21 7,078.00
irs 10/21 678.72
chedule Series 2015A 10/21 100.00
Services 09/21 1,955.00
rvices 10/21 1,171.25
Reading - Pump Station 142.00
rump Station Diagnostics 289.00
y Fencing - Oxcroft Ct. 495.00
visor Meeting 10/27/21 200.00
Installation 10/21 1,562.50
mp Station Maintenance 450.00
ment - Pump Station 10/21 550.00
ndscape Services 10/21 9,590.94
peral 27,572.41
27,572.41
er er n un

Waters Edge Community Development District Notes to Unaudited Financial Statements October 31, 2021

Balance Sheet

- 1. Trust statement activity has been recorded through 10/31/21.
- 2. See EMMA (Electronic Municipal Market Access) at https://emma.msrb.org for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger-Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY21-22 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 4

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT COMMON AREA POLICIES ADOPTED JULY 25, 2013

DISTRICT OFFICE RIZZETTA & COMPANY, INC. 5844 OLD PASCO ROAD WESLEY CHAPEL, FLORIDA 33544 (813) 994-1001

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DEFINITIONS

- **"Board of Supervisors" or "Board"** shall mean the Waters Edge Community Development District Board of Supervisors.
- "District" shall mean the Waters Edge Community Development District.
- **'District Manager''** shall mean the professional management company with which the District has contracted to provide management services to the District.
- "Guest" shall mean any person or persons who are invited and accompanied for the day by a Resident to District property.
- "Resident" shall mean any person or family owning property within the District.

FISHING AND POND POLICIES

Only Residents and their Guests may fish from ponds located within the District. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the ponds. The ponds serve as stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

- 1) Fishing is only permitted from dawn until dusk in District owned ponds.
- 2) The District operates under a catch and release policy. Removal of fish for personal keep or consumption is not authorized.
- 3) Spear fishing or the use of Spear Guns, Bow & Arrows, and Firearms are not permitted as acceptable methods to fish.
- 4) Cast Netting is prohibited.
- 5) Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-Hookers or needle-nose pliers need to be carried by authorized users at all times.
- 6) Circle Hooks are recommended for all live bait fishing.
- 7) In events where dangerous wildlife is "caught" by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm.
- 8) The use of traps is strictly prohibited.
- 9) The use of profanity or disruptive behavior will not be tolerated.
- 10) All trash or debris must be disposed of in the appropriate receptacles. The philosophy of "If you bring it with you, you must take it with you when you leave" is employed.
- 11) Fish are not to be moved from one pond to another.
- 12) Authorized Users are not allowed to introduce or stock any of the lakes or ponds.

Authorized Users will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user's failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation.

14) General Polices:

- a) Swimming is prohibited in all ponds on District property.
- b) No watercrafts of any kind are allowed in any of the ponds on District property.
- c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- d) Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
- e) There is a 20 foot District owned buffer surrounding each pond, residents may fish in the 20 foot buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Pasco County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Pasco County, and SWFWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Pasco County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

Tab 5





ASI Landscape Management Services

Client Name: Waters Edge CDD

Florida 34654

Project Name: EST2786410 Front wall plant replacements and mulch

Jobsite Address: 9019 Creedmoor Lane New Port Richey, Billing Address: 9019 Creedmoor Lane New Port Richey,

Florida 34654

Estimate ID: EST2786410 **Date:** Sep 21, 2021

This estimate is to spot replace plants that were damaged during the process of the bike path on Moon lake rd. Between the Slidell and Bell Haven entrances

demo and prep will be needed, large debris and trash will be removed.

Irrigation inspection is needed upon completion of the job small repairs will be made during the inspection.

Moon lake rd. fron	t wall - Plant replacements and mulch			\$4,513.00
16 EA	Viburnum Suspensum - 3 gal	9	\$18.00	\$288.00
150 EA	Flax Lily - 1 gal		\$7.50	\$1,125.00
20 EA	Fakahatchee Grass Dwarf - 3 gal	9	18.00	\$360.00
80 EA	Ginger - Shell - 3 gal	9	18.00	\$1,440.00
	Mobilization and prep			\$1,300.00
Front wall - Irrigation	on inspection and repairs			\$450.00
	Irrigation inspection , General repairs and timer adjustments			\$450.00
Mulch installation				\$12,500.00
250 CY	Pine Bark Mulch	9	\$50.00	\$12,500.00
		Subtotal		\$17,463.00
		Taxes		\$0.00
		Estimate Total		\$17,463.00

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:		Estimate approved by:	
	Company Representative		Customer Representative
Signature Date:		Signature Date:	

BLANK



Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD

Project Name: EST2914051 Belle Haven entrance mulch

Jobsite Address: 9019 Creedmoor Lane New Port Richey,

Florida 34654

Estimate ID: EST2914051 **Date:** Dec 08, 2021

Billing Address: 9019 Creedmoor Lane New Port Richey,

Florida 34654

This estimate is to mulch the CDD areas on the main entrance on Belle Haven and under the large Oaks located at the corner of Belle haven and Creedmoor. All Pallets and trash will be hauled off site and disposed.

Belle Haven entra	nce CDD areas only - Mulch		\$1,835.00
30 CY	Pine Bark Mulch by Hand - Bag	\$50	.00 \$1,500.00
	Mobilization and prep		\$210.00
	Dump Fee		\$125.00
		Subtotal	\$1,835.00
		Taxes	\$0.00
		Estimate Total	\$1,835.00

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.

Page 1 of 3

- **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:		Estimate approved by:	
	Company Representative		Customer Representative
Signature Date:		Signature Date:	

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Proposal

ASI Landscape Management Services

Client Name: Waters Edge CDD

Project Name: EST2914083 North and South entrance wall

Jobsite Address: 9019 Creedmoor Lane New Port Richey,

Florida 34654

Estimate ID: EST2914083 **Date:** Dec 08, 2021

Billing Address: 9019 Creedmoor Lane New Port Richey,

Florida 34654

This estimate is to refresh the mulch Mulch beds North of the Belle Haven entrance and South of the Slidell entrance. All trash and pallets will be hauled off to the dump.

North of Belle Haven, South of Slidell entrance - Front wall mulching				\$8,100.00
150 CY	Pine Bark Mulch by Hand - Bag		\$50.00	\$7,500.00
	Mobilization and prep			\$350.00
	Dump Fee			\$250.00
-		Subtotal		\$8,100.00
		Taxes		\$0.00
		Estimate Total		\$8,100.00

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.

Page 1 of 3

- **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:		Estimate approved by:	
	Company Representative		Customer Representative
Signature Date:		Signature Date:	

Tab 6

CONSENT TO ASSIGNMENT OF THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY AND BETWEEN WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO RIZZETTA & COMPANY

THIS ASSIGNMENT AND AMENDMENT ("Assignment") is made and entered into this 11th day of November, 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 ("Assignor"); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 ("Assignee"); and Waters Edge Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the "District").

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 22, 2019, (the "Agreement"); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT. The District consents to Assignor's assignment of the Agreement to Assignee.



- 3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.
- **4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District:

Waters Edge CDD

5844 Old Pasco Road

Suite 100

Wesley Chapel, Florida 33544

Attn: District Manager

With a copy to:

Straley Robin & Vericker 1510 W. Cleveland Street Tampa, Florida 33606 Attn: District Counsel

B. If to Assignee:

Rizzetta & Company

3434 Colwell Ave, Suite 200

Tampa, Florida 33614 Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Waters Edge Community Development District

By: Teri Geney

Print Name: Teri Geney, Chair

Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC.

Print Name: William J. Riz

Its: President

Assignee: Rizzetta & Company, Inc.

Print Name: William J. Rizutta

Its: President



Tab 7

1 MINUTES OF MEETING 2 3 Each person who decides to appeal any decision made by the Board with respect to 4 any matter considered at the meeting is advised that the person may need to ensure 5 that a verbatim record of the proceedings is made, including the testimony and evidence 6 upon which such appeal is to be based. 7 8 WATERS EDGE 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 The regular meeting of the Board of Supervisors of Waters Edge Community Development District was held on Wednesday, October 27, 2021, at 3:30 p.m. at the 12 13 Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654. 14 15 Present and constituting a quorum: 16 17 Teri Genev **Board Supervisor, Chairman** George Anastasopoulos **Board Supervisor, Vice Chairman** 18 Timothy Haslett **Board Supervisor, Assistant Secretary** 19 Jason Peterson **Board Supervisor, Assistant Secretary** 20 Michaela Ballou **Board Supervisor, Assistant Secretary** 21 22 23 Also present were: 24 25 Matthew Huber Regional District Manager, Rizzetta & Company 26 Javna Cooper District Manager, Rizzetta & Company John Vericker District Counsel, Straley, Robin & Vericker 27 (Via conference call) 28 29 Frank Nolte District Engineer, Cardno **Sitex Aquatics** 30 Brian Fackler (Via conference call) 31 32 Dana Gaydos GHS 33 34 Audience 35 FIRST ORDER OF BUSINESS 36 Call to Order 37 Mrs. Cooper called the meeting to order and confirmed there was a quorum 38 39 present. 40 SECOND ORDER OF BUSINESS 41 **Audience Comments on Agenda Items** 42 43 There were no audience comments on agenda items. 44 45 THIRD ORDER OF BUSINESS Staff Reports 46 47 Α. **District Engineer** 48 Mr. Nolte updated the Board that the EA1 outfall repair is scheduled for 49 the second week of November and will be completed in 1-2 days. 50

51

52 Per Florida Statute, District Management requested that Cardno prepare a 53 Public Facilities report. Mr. Nolte informed the Board that they may only be required to prepare an update rather than a new report and will keep the 54 55 Board informed. 56 57 Ms. Gaydos explained the Water Use Permit requirements and answered 58 Board members' questions. 59 On a Motion by Mr. Haslett, seconded by Ms. Geney, with all in favor, the Board of Supervisors approved the GHS Water Use Permit proposal for \$5,500 for the Water's Edge Community Development District. 60 Ms. Gaydos will draft an application package to send to the District 61 62 Engineer to distribute to the Board. 63 64 B. **Aquatics Manager** Mr. Fackler presented the monthly Aquatics report to the Board. He 65 informed the Board that the entrance pond was being treated the day of 66 67 the meeting. The Board directed Mr. Fackler to look at possible treatments for ponds L7 and L15. 68 69 70 C. **PSA Landscape Inspection Report** The Board reviewed the PSA Inspection Reports for September and 71 October. The Board requested a copy of the most recent irrigation 72 73 inspection report from ASI. 74 Ms. Geney will follow-up with Pasco County regarding the status of the 75 76 request for reimbursement of the bike path landscape repairs, particularly 77 mulch. 78 **District Counsel** 79 D. 80 Mr. Vericker updated the Board that the Parking Enforcement Agreement 81 with the HOA has been completed. 82 83 Mr. Vericker will reverse the charge for "8124 Water Color" on the August 84 invoice. 85 Ε. **District Manager** 86 87 Mrs. Cooper reminded the Board of the next regularly scheduled meeting 88 to be held on November 18, 2021, at 3:30. 89 90 The Board agreed to leave the CDD website as is with the documents 91 going back to 2018. 92

The Board held a discussion regarding posting to Facebook regarding irrigation issues. Mr. Vericker advised the Board to only use official CDD communication methods, otherwise it could constitute a violation of the Sunshine Law.

Discussion

Irrigation Issues

of Website

Posting

of

93

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95 96

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98 99 FOURTH ORDER OF BUSINESS

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT October 27, 2021 – Minutes of Meeting Page 3

100 FIFTH ORDER OF BUSINESS **Consideration of Fountain Proposals** 101 The Board tabled consideration of the fountain motor and replacement proposals 102 103 until the November meeting and requested that Mr. Fackler attend the next meeting 104 in person to answer questions. 105 106 SIXTH ORDER OF BUSINESS Consideration of ITS **Pump Station** 107 **Maintenance Agreement** 108 109 The Board tabled consideration of the ITS Pump Station Maintenance Agreement until the November meeting and requested that Mr. Hodges attend the next meeting 110 in person to answer questions about the new agreement and price increase. 111 112 113 SEVENTH ORDER OF BUSINESS Consideration of First Addendum to 114 **Maintenance Cost Sharing Agreement** 115 On a Motion by Ms. Ballou, seconded by Mr. Haslett, with all in favor, the Board of Supervisors approved the First Addendum to Maintenance Cost Sharing Agreement for the Water's Edge Community Development District. 116 117 Mrs. Cooper will follow up with Mr. Lervasi to fully execute. 118 119 **EIGHTH ORDER OF BUSINESS** Consideration of Minutes of the Board of 120 Supervisors' Meeting held on September 23, 2021 121 122 On a Motion by Mr. Anastasopoulos, seconded by Mr. Peterson, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on September 23, 2021, as presented for the Water's Edge Community Development District. 123 **NINTH ORDER OF BUSINESS Operations** 124 Consideration of Maintenance Expenditures for September 125 2021 126 127 On a Motion by Mr. Haslett, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for September 2021 (\$35,069.50) for the Water's Edge Community Development District. 128 129 **TENTH ORDER OF BUSINESS Audience Comments & Supervisor** 130 Requests 131 Mr. Haslett requested a tracking system for the use of the \$68,000 HOA funds. 132 133 134 Mr. Haslett directed District Management to look into reimbursement from Lennar for a downed tree in the parking lot. 135 136 Audience members addressed the Board regarding the fountain replacement and

suggested the CDD put together a welcome packet/FAQ for new residents.

137

138 139

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT October 27, 2021 – Minutes of Meeting Page 4

140	ELEVENTH ORDER OF BUSINESS Adjournment
141	
142	Mrs. Cooper stated if there was no further business to come before the Board
143	than a motion to adjourn would be on order.
144	
	On a Motion by Ms. Ballou, seconded by Mr. Peterson, with all in favor, the Board of Supervisors adjourned the meeting at 5:20 p.m. for the Water's Edge Community Development District.
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148	Secretary/Assistant Secretary Chairman/Vice Chairman

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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.

8

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

9 10 11

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The regular meeting of the Board of Supervisors of Waters Edge Community Development District was held on Thursday, November 18, 2021 at 3:30 p.m. at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654.

13 14 15

Present and constituting a quorum:

16 17

18 19 20

Teri Geney	Board Supervisor, Chairman
George Anastasopoulos	Board Supervisor, Vice Chairman
Timothy Haslett	Board Supervisor, Assistant Secretary
Michaela Ballou	Board Supervisor, Assistant Secretary

21 22

Also present were:

23 24

Matthew Huber Jayna Cooper John Vericker	Regional District Manager, Rizzetta & Company District Manager, Rizzetta & Company District Counsel, Straley, Robin & Vericker (Via conference call)
Frank Nolte	District Engineer, Cardno (Via conference call)
Brian Fackler	Sitex Aquatics
Daniel Hodges	ITS
Jamie Newberg	ITS

31 32

Audience

33 34 35

FIRST ORDER OF BUSINESS

Call to Order

36 37 38

Mrs. Cooper called the meeting to order at 3:30, confirmed there was a quorum, and noted there were audience members present.

39 40

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

41 42 43

The Board heard one audience member's comments regarding the crossconnection valve situation and concerns about how it was being addressed by Pasco County Utilities.

44 45 46

THIRD ORDER OF BUSINESS

Staff Reports

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50 51

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Α. **Discussion of Reclaimed Water Status**

Per the Board Chairman's request, discussion of the cross-connection valves and reclaimed water situation was moved to the front of the agenda.

Ms. Geney clarified that once the reclaimed water hits private property, which is where the cross-connection valves are, it falls under the responsibility of the HOA. As such, the HOA is taking the lead on remediation of this problem.

Due to concerns about irrigating common areas to preserve plant

comparison proposal within 24 hours.

On a Motion by Mr. Haslett, seconded by Ms. Ballou, with one opposed (Mr. Anastasopoulos), the Board of Supervisors authorized Ms. Geney to execute the lower of the two proposals and coordinate a watering schedule for the Water's Edge Community Development District.

B. District Engineer

Mr. Nolte updated the Board that the EA1 outfall repair was completed.

Mr. Nolte updated the Board that the Public Facilities Report was finalized on 11/9/21 and is good for 7 years.

warranties, Ms. Geney requested an irrigation truck proposal from ASI. Mr. Huber inquired about a water truck with a different vendor and will have a

Mr. Nolte updated the Board that the WUP is in its final stages and will be shared with District Management and distributed to the Board in the coming weeks. The deadline is not until the end of January.

C. Aquatics Manager

Mr. Fackler presented the monthly Aquatics report to the Board.

 Mr. Fackler answered Board members' questions regarding the fountain replacement proposals. Mr. Fackler confirmed the proposal includes the first year of fountain maintenance, which will result in savings of \$150 per month for the District for one year upon installation. Mr. Anastasopoulos expressed interest in purchasing an extended warranty. Mr. Fackler will investigate this to see if it is possible.

On a Motion by Ms. Ballou, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved the Sitex Fountain Replacement Proposal for \$12,230.00 for the Water's Edge Community Development District.

D. PSA Landscape Inspection Report

This was tabled until the December meeting.

E. Irrigation Reports

This was tabled until the reclaimed water situation gets resolved.

F. District Counsel

Discussion of social media posts was tabled until the December meeting.

G. District Manager

Mrs. Cooper reminded the Board of the next regularly scheduled meeting to be held on December 16, 2021.

FOURTH ORDER OF BUSINESS

Discussion of Fence/Monument Repairs

 The Board Chairman shared pictures of areas in need of pressure washing, including fencing and monuments. Many of the monuments show significant damage from age and weather and need repair. Ms. Geney is looking into a proposal to repair the monuments and will follow-up with District Management.

FIFTH ORDER OF BUSINESS

Consideration of ITS Pump Station Maintenance Agreement

 Mr. Hodges and Mr. Newberg answered Board members' questions regarding the costs in the new Pump Station Maintenance Agreement. Board members requested revisions to the language regarding data connection and the number of times of servicing per year. Mr. Anastasopoulos requested the water management cost of \$550 per month be included in the agreement. Mr. Newberg stated he would revise the contract accordingly.

On a Motion by Ms. Ballou, seconded by Mr. Haslett, with all in favor, the Board of Supervisors authorized Mr. Anastasopoulos to review and execute the amended ITS Pump Station Maintenance Agreement for the Water's Edge Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Consent to Assign Rizzetta
Technology Services to Rizzetta &
Company

This item was tabled until the December meeting.

SEVENTH ORDER OF BUSINESS

Consideration of Landscape Proposals

This item was tabled until the December meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on October 27, 2021

This item was tabled until the December meeting.

NINTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for October 2021

This item was tabled until the December meeting.

TENTH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

There were no audience comments or supervisor requests.

WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT November 18, 2021 – Minutes of Meeting Page 4

144	ELEVENTH ORDER OF BUSINESS	Adjournment
145		
146	Mrs. Cooper stated if there was	no further business to come before the Board
147	than a motion to adjourn would be	e on order.
148		
	•	by Mr. Haslett, with all in favor, the Board of 5:01 p.m. for the Water's Edge Community
149		
150		
151		
152	Secretary/Assistant Secretary	Chairman/Vice Chairman

Tab 8

Waters Edge Community Development District

<u>District Office · Tampa, Florida · (813) 933-5771</u>

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

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

Operations and Maintenance Expenditures October 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented: \$19,097.94

Waters Edge Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoid	e Amount
Ameriscape USA, Inc.	2288	145070	Irrigation Repairs 09/21	\$	591.12
GHS Environmental	2284	2021-490	Monthly Meter Reading - Pump Station 09/21	\$	142.00
Innersync Studio, LTD	2285	19820	Website Services - ADA Compliance FY21/22	\$	1,537.50
Irrigation Technical Services, Inc.	. 2289	29062	Water Management - Pump Station 09/21	\$	550.00
Morris Tree Service & Landscaping LLC	2291	1337	Flush Cut (3) Pines 10/21	\$	800.00
Rizzetta & Company, Inc.	2286	INV0000061841	District Management Fees 10/21	\$	3,972.92
Rizzetta & Company, Inc.	2292	INV000062007	Annual Assessment Roll FY21/22	\$	5,508.00
Rizzetta Technology Services	2287	INV0000007978	Email/Website Services 10/21	\$	175.00
Sitex Aquatics, LLC	2290	5335B	Monthly Lake & Fountain Maintenance 09/21	\$	2,335.00
Sitex Aquatics, LLC	2290	5465B	Chlorine Tabs 10/21	\$	3,360.00
Times Publishing Company	2293	0000186300 10/06/21	Account # 113848 Legal Advertising 10/21	\$	126.40

19,097.94

Report Total



N	V	i	C	•
	Α,			

Date	Invoice #
9/30/2021	145070

Bill To

Waters Edge CDD 9019 Creedmoor Lane New Port Richey, FL 34654 USA

P.O. No.		Terms	Due	Date	Account	t #	Project
		Due on receipt	9/30/	2021		EST2	2780894-Wa
Item		Description	Qty	U/M	Rate	Serviced	Amount
Irrigation R Irrigation R Irrigation R	- L 1/2"-1" MIS Rain Bird S Rain Bird 18 Head 1/2" PVC P 1/2" K-Flex Eliminate di	pray Nozzle - All Sizes 306 6" Pop-Up Spray ipe - Class 315 Thin Wall Pipe rip and add spray heads	6 15 6 6 12	21	75.00 1.80 2.00 12.00 0.35 0.76		450.00 27.00 12.00 72.00 21.00 9.12 591.12
	D/N Dar Fu	te Rec'd Rizzetta & Co., If approval <i>Jayna Coope</i> te entered 10/08/21 and 001 GL 53900 eck #_					
					Total		\$591.12
					Payments/	Credits	\$0.00
					Balance D	ue	\$591.12

Phone #	Fax #
(813) 948-3938	



www.ghsenvironmental.com P.O. Box 55802 St Petersburg, FL 33732

Invoice

Date: 9/28/2021 Invoice #: 2021-490

To:

Waters Edge CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FI 33544

Project: Waters	Edge		
Proposal #: 13-1	24	Due Date	Service Date:
P.O. #:		9/28/2021	September 2021
Task#	Description	Project Completion	Amount
Task 1	Date Rec'd Rizzetta & Co., Inc10/01/21 D/M approval Jayra Cooper Date10/11/21 Date entered10/01/21 Fund001 GL53900 OC4609	75.00%	142.00
PAYMENT DUE	Check # E WITHIN 30 DAYS OF INVOICING DATE	Total	\$142.00
	all checks payable to GHS Environmental 10% charge per month on any payments	Payments/Credits	\$0.00
received after the concerning this	ne initial 30 days. If you have any questions invoice please contact us at 727-330-0115. NK YOU FOR YOUR BUSINESS!	Balance Due	\$142.00





INVOICE

BILL TO

Waters Edge - Pasco CDD 9428 Camden Field Parkway Riverview, FL 33578

DESCRIPTION		AMOUNT
CDD Website Services - Hosting, support CDD Ongoing PDF Accessibility Complian	•	600.00 937.50
Annual service - Oct 1st to Sept 30th	Date Rec'd Rizzetta & Co., Inc. 10/01/21 D/M approval	\$1,537.50 - - - -



Irrigation Technical Services,

3330 36th Avenue North St Petersburg FL 33713 727-521-3320

Service Invoice

Invoice#: 29062 Date: 10/01/2021 Record#: 27252

Billed To: Waters Edge CDD

c/o Rizzetta and Company 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544 Project: Waters Edge

9019 Creedmoor Lane New Port Richey FL 34654

Due Date: 10/31/2021 Employee: Order#:

Assembly# Part# Description Quantity Price Ext Price Sales Tax

Waters Edge 1.0000 550.000000 550.00 N

Water Management September 2021

Notes:

 Date Rec'd Rizzetta & Co., Inc. 10/04/21

 D/M approval Jayra Cooper Date 10/11/21

 Date entered To/08/21

 Fund 001 GL 53900 OC 4609

Check #

For your convenience, Master Card and Visa are accepted for most payments. Call ITS at 727-521-3320 for details

Non-Taxable Amount: 550.00
Taxable Amount: 0.00
Sales Tax: 0.00

Amount Due 550.00

Thank you for your prompt payment!



Morris Tree Service

Waters Edge CDD 3434 Colwell Ave, Suite 200 Tampa, FL 33614

(813) 994-1001

darryla@rizzetta.com

SERVICE DATE Oct 19, 2021 INVOICE DATE DUE Oct 19, 2021 Sep 24, 2021 upon receip
SERVICE DATE Oct 19, 2021
111001
INVOICE #1337

SERVICE ADDRESS

11518 Oxcroft Court New Port Richey, FL 34654

CONTACT US

5653 Andrea Dr Holiday, FL 34690

(727) 270-8274

morristreeservice83@gmail.com

Service completed by: Jessica Morris, James Morris, Tommy Cook, Anthony Vallejo

INVOICE

Services		qty	unit price	amount
Drop 3 pines in wood and leave th	ere Date Rec'd Rizzetta & Co., Inc. 10/11/21	1.0	\$800.00	\$800.00
Total	D/M approval Payna Cooper Date 10/18/21			\$800.00
lotai	Date entered 10/14/21			φουυ.υυ
	Fund 001 GL 53900 OC 4604			
	Check #			

Thank you for allowing us to be of service. All payments are due upon completion. All deposits are non refundable after 3 days. Morris Tree Service is not liable for any damage underground due from stump grinding, lights, water pipes, wires etc. If you are happy with our values and service please find us on Google or FaceBook and leave us a review. We grow the most through customer satisfaction. Our goal is to impress you.

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

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Date	Invoice #
10/1/2021	INV0000061841

Bill To:

WATERS EDGE CDD - PC 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Γ	Services for the month of			Clie	ent Number
	October	Upon Re	ceipt		345
Description		Qty	Rate		Amount
Date entered 10/01/21	C. 09/24/21 Date 10/01 C 3101 \$1997.50 3100 \$413.51 3201 \$1102.92 3111 \$459.00	1.00 1.00 1.00	\$1,997 \$413 \$1,102 \$459	3.50 2.92	\$1,997.50 \$413.50 \$1,102.92 \$459.00
		Subtotal			\$3,972.92
	-				
		Total			\$3,972.92

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

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Date	Invoice #
10/1/2021	INV0000062007

Bill To:

WATERS EDGE CDD - PC 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Term	Terms		Client Number	
	October	Upon Re	eceipt	00	0345	
Description		Qty	Rate		Amount	
Date Rec'd Rizzetta & D/M approval		1.00	\$5,50		\$5,508.00	
Date entered 10/14/21 Fund 001 GL 51300	0 OC 3112					
Check #						
		Subtotal			\$5,508.00	
		Total			\$5,508.00	

Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #
10/1/2021	INV000007978

Bill To:

WATERS EDGE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Term	s	Client Number		
	October			00345		
Description		Qty	Rate	Amount		
EMail Accounts, Admin & Maintenance Website Compliance and Management Date Rec'd Rizzetta & Co., D/M approval Date entered 10/01/21 Fund 001 GL 51300 Check #	Inc. 09/24/21 Date 10/01 OC 5103	5 1	\$15.0 \$100.0			
		Subtotal		\$175.00		
	-	Total		\$175.00		



7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256

Date	Invoice #
9/1/2021	5335B

Bill To	
Vaters Edge CDD ttn:Joe Roethke 434 Colwell Ave, Ste 200 Campa, FL 33614	

P.O. No.	Terms	Project
	Net 30	

Monthly Lake Maintenance-52 Waterways-September Fountain Maintenance	2,185.00 150.00	2,185.00 150.00
Fountain Maintenance	150.00	150.0
Date Rec'd Rizzetta & Co., Inc. 10/04/21 D/M approval Jayra Cooper Date 10/11/21 Date entered 10/08/21 Fund 001 GL 53800 OC 4605 \$2185.00 Check # 5150.00 Please note that our remittance address has changed. Our new remittance address is: 7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256		



7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256

Date	Invoice #
10/7/2021	5465B

Bill To

Waters Edge CDD
attn:Joe Roethke
3434 Colwell Ave, Ste 200
Tampa, FL 33614

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Date Rec'd Rizzetta & Co., Inc10/08/21 D/M approval Jayra Cooper Date 10/11/21 Date entered10/08/21 Fund001 GL53900 OC4651 Check # Please note that our remittance address has changed. Our new remittance address is: 7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256	3,360.00	3,360.0
		Balance Due	\$3,360.00



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

Toll Free Phone: 1 (877) 321-7355 Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Adve	tiser Name
10/ 6/21	WATERS EDG	WATERS EDGE CDD	
Billing Date	Sales	s Rep	Customer Account
10/06/2021	Deirdre Almeida		113848
Total Amount Due		Ad Number	
\$126.40			0000186300

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/06/21	10/06/21	0000186300 0000186300	Times Tampabay.com	Legals CLS Legals CLS	Meeting Schedule Meeting Schedule AffidavitMaterial RECEIVED OCT 1 2 2021	1	2x52 L 2x52 L	\$122.40 \$0.00 \$4.00
			D/M a	pproval Jayna Intered 001 GL	& Co., Inc. 10/14/21 Cooper Date 10/18/21 10/15/21 51300 OC 4801			

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

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

ADVERTISING INVOICE

Thank you for your business.

 Advertising Run Dates
 Advertiser Name

 10/ 6/21
 WATERS EDGE CDD

 Billing Date
 Sales Rep
 Customer Account

 10/06/2021
 Deirdre Almeida
 113848

 Total Amount Due
 Ad Number

 \$126.40
 0000186300

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

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

WATERS EDGE CDD ATTN: RIZZETTA & COMPANY, INC. C/O RIZZETTA & CO., INC. 3434 COLWELL AVE STE 200 TAMPA, FL 33614

RECEIVED

OCT 1 2 2021

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Pasco

 $_{\rm SS}$

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

Meeting Schedule was published in Tampa Bay Times: 10/6/21 in said newspaper in the issues of Baylink Pasco

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

Signature Affiant

Sworn to and subscribed before me this .10/06/2021

	Y	oles
Signature of Notary Public	v	
Personally known Type of identification produce	d	or produced identification

NOTICE OF PUBLIC MEETING DATES WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Waters Edge Community Development District will hold their regular monthly meetings for Fiscal Year 2021/2022 at the Waters Edge Clubhouse, located at 9019 Creedmore Lane, New Port Richey, FL 34654 at 3:30 p.m., (*with the exception of the months January, March, May and July to be held at 5:00 p.m.) on the dates as follows:

October 27, 2021
November 18, 2021 (Thanksgiving is the 4th Thursday)
December 16, 2021 (December 23 is the 4th Thursday)
January 27, 2022 *
February 24, 2022
March 24, 2022 *
April 28, 2022
May 26, 2022 *
June23, 2022
July 28, 2022 *
August 25, 2022
September 22, 2022

There may be occasions when one or more Supervisors will participate by telephone. Any meeting may be continued to a date, time, and place approved by the Board on the record at the meeting without additional publication of notice.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. 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), for aid in contacting the District Manager's Office.

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

Matthew Huber Regional District Manager Run Date: 10-06-2021

0000186300

