

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**September 7, 2022**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**Edgewater East Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 31, 2022

Board of Supervisors  
Edgewater East Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on September 7, 2022, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Boundary Amendment Items
  - A. Funding Agreement
  - B. Resolution 2022-20, Directing the Chairman and District Staff to File a Petition with Osceola County, Florida, Requesting the Passage of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date
4. Consideration of Brightview Landscape Services, Inc., Landscape and Irrigation Maintenance Services Agreement
5. Consideration/Ratification of Change Orders
  - A. #07: Pond D Outfall Revision 4 [JR. Davis Construction]
  - B. #08: Borrow Pit Expansion [JR. Davis Construction]
  - C. #18: Ph 1A Soils Remediation Per GEC Direction and Reports Rev 2 [JR. Davis Construction]
  - D. #19: Watermain Adjustments Rev 2 [JR. Davis Construction]
  - E. #20: KPR Utilities Modifications Rev-1 [JR. Davis Construction]
  - F. #21: Lift Station Riser and Fence Changes [JR. Davis Construction]

- 6. Acceptance of Unaudited Financial Statements as of July 31, 2022
- 7. Approval of August 10, 2022 Public Hearings and Regular Meeting Minutes
- 8. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Hanson, Walter & Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 6, 2022 at 9:00 A.M.

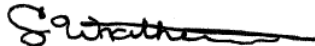
- QUORUM CHECK

Noah Breakstone	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kevin Mays	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Justin Onorato	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kevin Kramer	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bobby Wanas	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 782 134 6157**

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN  
THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
AND EDGEWATER PROPERTY HOLDINGS, LLC**

This Agreement (“Agreement”) is made and entered into as of \_\_\_\_ day of \_\_\_\_\_  
2022, by and between:

**Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (hereinafter “District”), and

**Edgewater Property Holdings, LLC**, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC**, with a mailing address of **401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301** (“Developer”).

**RECITALS**

**WHEREAS**, the District is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by Ordinance No. 2020-49, as amended by Ordinance Nos. 2020-66 and 2021-86 (together, the “Ordinance”), adopted by the County Commission of Osceola County, Florida (“County”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of 1,386.834 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District currently provides infrastructure systems, facilities, and services to the lands within the District, and

**WHEREAS**, the Developer has approached the District and requested the District petition to amend its boundaries in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development; and

**WHEREAS**, the amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 1,390.074 acres, more or less; and

**WHEREAS**, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment pursuant to the Act, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff (“District Staff”), to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS**, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

**1. PROVISION OF FUNDS.** The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accordance with the Act. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to the Act, and with the prosecution of the procedural requirements detailed in the Act, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

**3. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Edgewater East Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Developer:** Edgewater Property Florida Holdings, LLC  
410 East Las Olas Blvd., Suite 1870  
Ft. Lauderdale, Florida 33301  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addresses set forth in this Agreement.

**9. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that for purposes of venue, any litigation arising out of this Agreement shall be brought in a court of appropriate jurisdiction, in and for Osceola County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

**14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

**15. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability beyond those contained in Section 768.28, *Florida Statutes*, or other statutes or law.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. COUNTERPARTS.** This Agreement 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.

[REMAINDER OF PAGE LEFT BLANK]



IN WITNESS THEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**EDGEWATER EAST COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware  
limited liability company, doing business in Florida as  
**Edgewater Property Florida Holdings, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**RESOLUTION 2022-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH OSCEOLA COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Edgewater East Community Development District (“District”) is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), and Osceola County Ordinance Nos. 2020-49, 2020-66, and 2021-86 (collectively the “Ordinance”); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, master stormwater system, water and sewer system, roadway improvements, landscape and hardscape improvements and other infrastructure; and

**WHEREAS**, the District presently consists of 1,386.834 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District desires to amend its boundaries to include certain property described in **Exhibit A** attached hereto and incorporated herein by reference (“Expansion Area”) and upon which the District intends to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District will obtain written consent to inclusion within the District’s boundaries from the owners of the lands within the Expansion Area; and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, the incorporation of the Expansion Area within the District’s boundaries is not inconsistent with either the State or local comprehensive plan; and

**WHEREAS**, the area of land that will lie within the District’s boundaries as amended is amenable to separate special district government; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to Osceola County, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

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

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs its Chair and District staff to prepare and file a petition and any other materials with Osceola County as necessary to amend the District’s boundaries and incorporate the lands within the Expansion Area pursuant to Chapter 190, *Florida Statutes*, and any other applicable Florida law (the “Petition”).

**SECTION 3.** The Board hereby authorizes Kevin Mays, Vice-Chair of the District’s Board, and Michael C. Eckert, of Kutak Rock LLP, to act as the District’s agents regarding any and all matters pertaining to the Petition.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 7th day of September 2022.

ATTEST:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Description of Expansion Area

## **EXHIBIT A**

### LEGAL DESCRIPTION

LOT 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

#### LESS OUT

A PARCEL OF LAND, BEING A PORTION OF LOT 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING THE SOUTHWEST CORNER OF SAID LOT 110, RUN N00°18'02"W ALONG THE WEST LINE OF SAID LOT 110, A DISTANCE OF 115.14 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 469.48 FEET; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 22.73 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 173.21 FEET TO A POINT ON THE EAST LINE OF SAID LOT 110; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 92.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN N89°55'02"W ALONG THE SOUTH LINE OF SAID LOT 110, A DISTANCE OF 642.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.24 ACRES, MORE OR LESS.

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**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE  
SERVICES BETWEEN EDGEWATER EAST COMMUNITY DEVELOPMENT  
DISTRICT AND BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT (the “Agreement”) is made and entered into this 7th day of September 2022, by and between:

**Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**BrightView Landscape Services, Inc.**, a Florida corporation, whose mailing address is 4777 Old Winter Garden Road, Orlando, Florida 32811 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape and irrigation maintenance services as described herein and in **Exhibit A** (the “Services”), attached hereto and incorporated by reference herein, within the District. Such lands on which Services shall be provided are as more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by reference.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. The Contractor shall report directly to the District’s Designee who shall be **Ernesto Torres**, District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

**SECTION 3. COMPENSATION; TERM.**

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor **One Hundred Ninety-One Thousand Seven Hundred Sixty Dollars (\$191,760.00)** per year, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from **October 1, 2022, through September 30, 2023**, unless terminated earlier in accordance with the terms of this Agreement.
- B. If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained not contained in **Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4. To the extent that additional work or services are requested by the District, the rates and fees shall not exceed the amounts set forth in the initial proposal submitted by Contractor



- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
  
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit C**.

**SECTION 5. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly

or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 6 INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors

or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Contractor:** BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road  
Orlando, Florida 32811  
Attn: Clifford Leung

**B. If to District:** Edgewater East Community  
Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed

to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

**SECTION 18. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 1-(877) 276-0889, OR BY EMAIL AT [INFO@EDGEWATEREASTCDD.NET](mailto:INFO@EDGEWATEREASTCDD.NET), OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Witness:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Maps
- Exhibit C:** Form of Change Order



**EXHIBIT A**  
**Scope of Services**



*Edgewater Cross Prairie*  
**FUNCTION FREQUENCY CHART**

4/27/2022

<b>Turf &amp; Bed Maintenance</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Mow		2	2	3	4	5	4	4	5	4	3	2	2	40
Trim		1	1	1	1	1	1	1	1	1	1	1	1	12
Pond Bottom Mowing		1	2	3	3	3	3	3	3	3	3	2	1	30
Weed		1	1	1	1	1	1	1	1	1	1	1	1	12
Pre-emergent Weed Control				1			1							2
Post-emergent Weed Control		2	2	2	4	5	4	4	5	4	4	2	2	40
Disease Control	X													
<b>Complete Agro Plan</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
St Augustine Turf				1		1			1			1		4
Shrubs & Ground Cover			1			1				1				3
<b>Misc. Maintenance</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Policing & Debris Clean-up		2	2	3	4	5	4	4	5	4	3	2	2	40
<b>Irrigation Service</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Check & Adjust		1	1	1	1	1	1	1	1	1	1	1	1	12

Base Services Annual Cost	\$ 191,760.00
Cost Per Month	\$ 15,980.00

# A Brighter Outlook for your Landscape Services



Prepared for:

**Cross Prairie CDD**  
**Wrathell, Hunt &**  
**Associates, LLC**

RFP 2022



**Ernesto Torres**

Cross Prairie CDD

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Dear Ernesto,

At BrightView, we believe your landscape is a strategic asset that can strengthen your brand and send the right message to your **Residents and Visitors**. A well-maintained landscape makes an **optimal first impression** and serves as an important tool in meeting your objectives.

The enclosed proposal was developed based on your feedback throughout our partnership all these years and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best.

#### **Communication with Confidence**

We will improve the quality of your landscape maintenance and be proactive in our communication to you. BrightView's **Client Partnership Plan** provides the foundation to exceed customer expectations while understanding your needs and priorities. Your Sr **Project Manager, Cliff Leung** will continually engage with you to understand the opportunities and challenges that naturally occur over the lifetime of a partnership.

#### **Improve Your Operating Budget**

BrightView is a strategic partner who provides proactive solutions that enhance **operational savings**, year-round aesthetics, and drives value, aiding in achieving your business goals. We collaborate with you to **optimize your landscape dollars** using our established production processes, sound horticultural practices, and creative solutions that minimize operating costs over the long-term. You will benefit from clear budgets - with no surprises - as we continually manage both fixed and variable costs allowing you to anticipate and allocate your budget dollars.

I will follow up with you to address any questions that you may have on our services.

Regards,

*Sam Striblin*

Business Developer

Brightview Landscape Development

# A Successful Start to Create Long Lasting Partnerships



---

# Seamless Transitions Create Successful Partnerships

Success depends on a seamless transition, this sets the tone for the entire relationship and acts as a foundation for successful engagement. An ideal transition is smooth, cost effective and transparent.

At our initial kick-off meeting, we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives. Moreover, we review our safety protocols, our QSA process and scheduling, and discuss pre-approval thresholds on emergency spending.

30

- Monthly Review: Client, Manager, Branch Manager and Business Developer
- Review agreed upon first month expectations, progress on key initiatives, and lessons learned
- Implement course corrections as may be needed
- Perform site QSA with client
- Confirm site maintenance plan (key site initiatives) for next 30 days

60

- Monthly Review: Client, Manager, Branch Manager and Business Developer
- Confirm scope alignment & expectations are being exceeded
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives
- Client Survey touch point

90

- Business Review: Client, Manager, Branch Manager and Business Developer
- Review *90-Day Follow-up Partnership Transition Guide*
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives

# Organizational Structure & Staffing Model

We spent a great deal of time and effort to inspect, walk and measure the entirety of Cross Prairie Roadway. Over the past week we have developed an operational plan for Cross Prairie designed to merge efficiency with your expectations and the needs of the site.

## **Mow Crew**

This crew will move through the site to complete all mowing operations with the provided cycles of the attached Frequency Chart between Monday through Friday. If additional help is needed due to inclement weather or events Friday and/or Saturday will be utilized to complete operations with additional crews as needed.

## **Detail & Pruning Crew**

This crew will have a monthly schedule as noted in the Frequency Chart. Their duties will include ornamental, shrub and tree care along with site policing, weed removal, and leaf removal.

## **Account Manager**

Owner of **Cross Prairie Roadway** relationship and primary point of contact for Cross Prairie team. He will be responsible for scheduling and managing all operational activities, QSA's, communication with the **Cross Prairied CDD or Owner Rep** and leadership. The Account Manager creates company mandated Quality Site Assessment or QSA for your site on a bi-monthly basis. This will serve as a snapshot of the conditions on site and a management tool that helps both parties visually understand areas of concern or needs that can be tailored to be area specific.

## **Production Manager / Superintendent**

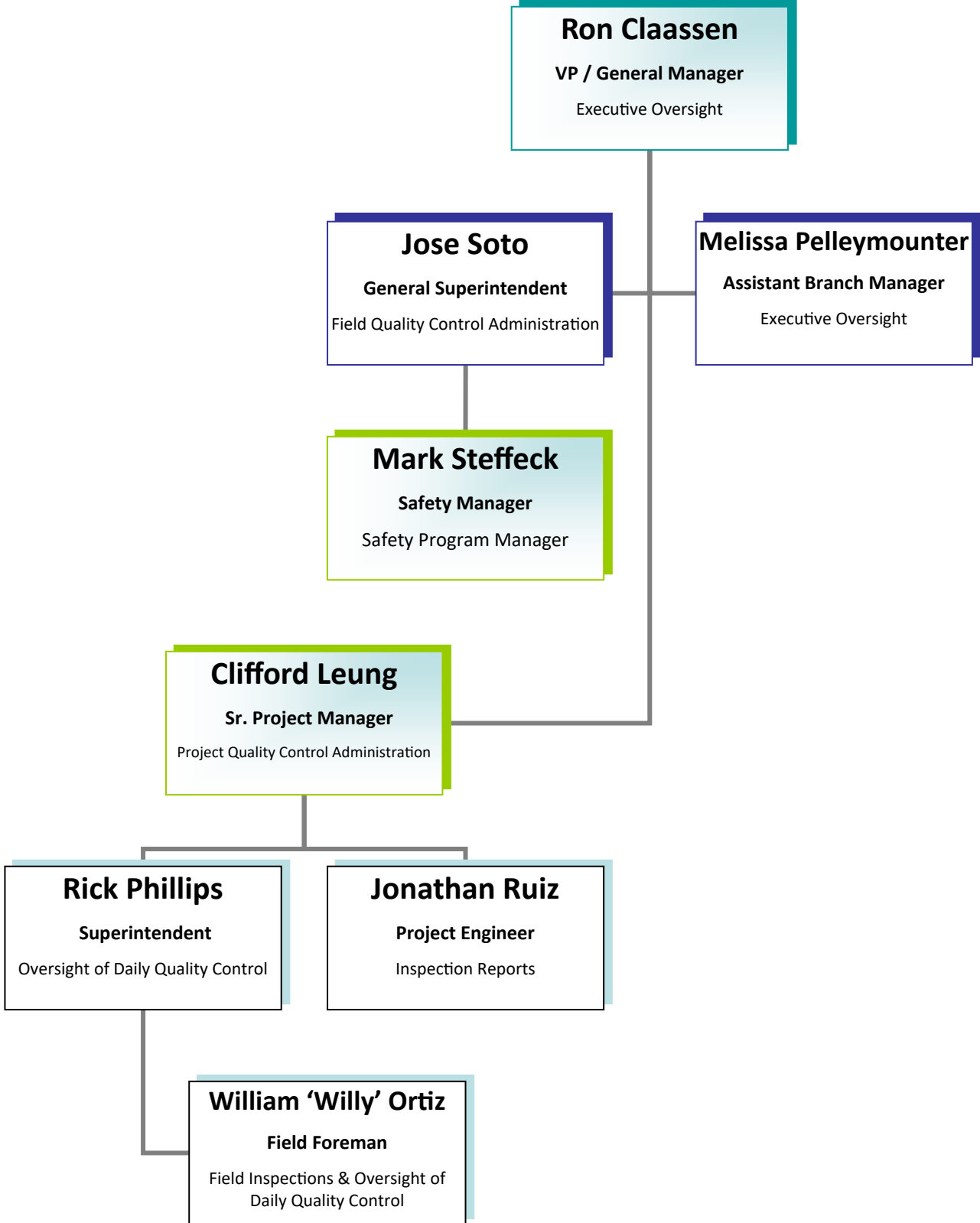
This team member will be on site daily and the right hand of the Account Manager. This person will provide leadership and supervision to the field crews above along with directing daily operational movement to cover specific work orders communicated to us by **Cross Prairie CDD or Owner Rep** team and the Account Manager.

## **Ancillary Services:**

There are several teams external to the **Cross Prairie** Maintenance team that will handle a portion of the work load specific to their expertise such as but not limited to: Tree Care for any pruning of trees/palms out of normal reach, Herbicide/Pesticide Team for any pest and weed control needed.

# Staffing Chart

The correct staff can make all the difference. Organized management and well trained crew members backed by national resources are a recipe for success on any property.



# The Right Team On the Ground





We know success is built upon well trained and tenured team members providing outstanding quality and customer service. Every team member is required to complete our safety and operator training program which prepares your crew with the skills necessary to safely perform quality work to your satisfaction.

BrightView’s support for your location will include the following team members:

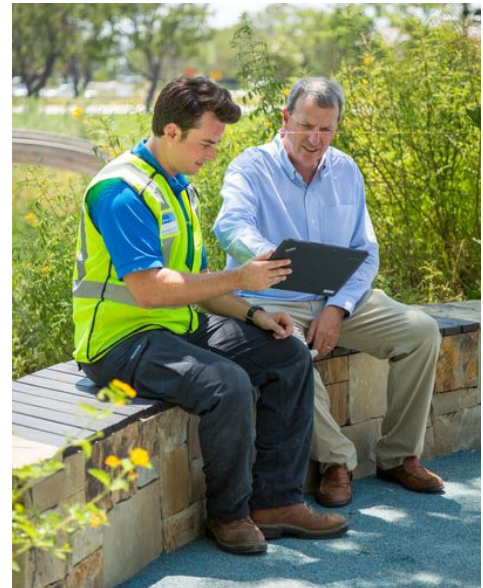
BrightView Team Member	Service Provided
Project Manager	<ul style="list-style-type: none"> <li>• Primary customer contact</li> <li>• Accountable for customer satisfaction</li> <li>• Ensures compliance to job specifications and quality</li> </ul>
Production Manager /Superintendent	<ul style="list-style-type: none"> <li>• Manages crews and subcontractors</li> <li>• Ensure readiness of workers, tools, and materials</li> <li>• Maintains safe working conditions</li> <li>• Trains field personnel</li> <li>• Ensures delivery of job specifications and quality</li> </ul>
Crew Leader/Foreman	<ul style="list-style-type: none"> <li>• Ensures readiness of workers, tools and materials</li> <li>• Trains field personnel</li> <li>• Performs and leads job specifications on site</li> </ul>
VP/General Manager	<ul style="list-style-type: none"> <li>• Ensures quality and efficient t landscape maintenance for clients</li> <li>• Consistently improves best practices within branch</li> <li>• Lead and support all branch personnel</li> </ul>

# Meet Your Client Services Team (CST)

BrightView Landscape Services prides itself as a Learning Organization. Over the past 75+ years our Company has been a leading innovator in many of today's Best practices.

We have always provided a single point of contact to our Clients to streamline communication and to have accountability in service delivery. We will continue to maintain this best practice based on the success our clients have communicated back. In addition we are now providing our clients with a Client Service Team to better provide transparency in service delivery.

Here we have developed a team to best service each Client and below you will see how each one plays a role in successful client satisfaction:



## Superintendent

### Focus on Client

- Develop Client Relationships
- Renew client accounts
- Proactively provide enhancement proposals
- Communicate client needs to PM and support PM

## Foreman

### Focus on Execution of the Work

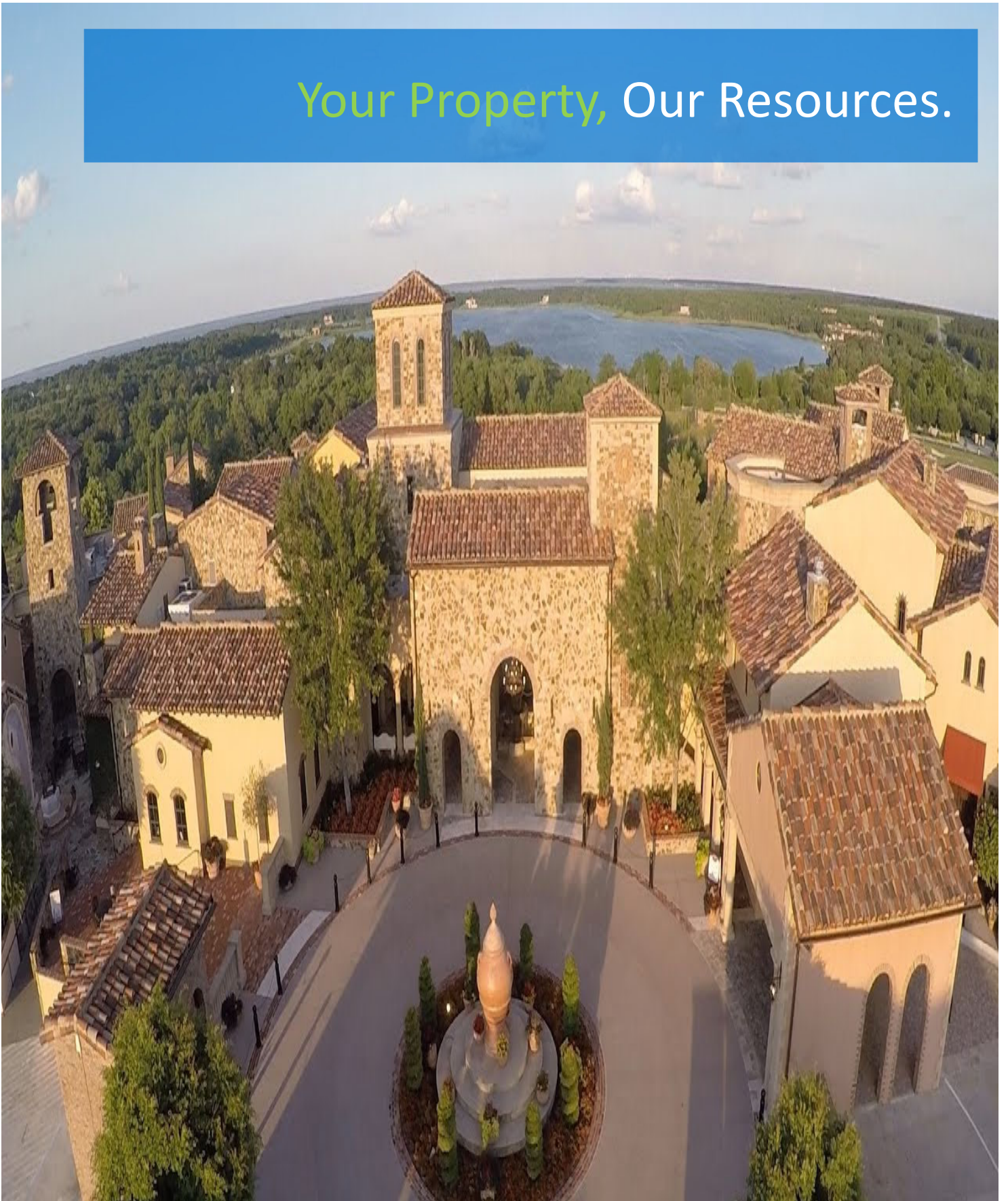
- Manage crews to execute the work
- Hire, develop, evaluate, and retain crew members
- Safety, quality, and efficiency
- Reports to the AM
- Communicate with AM to understand client needs

## Ancillary Managers

### Focus on Ancillary Work (Production & Client)

- Support and drive enhancement sales
- Manage crews to execute ancillary work
- Hire, develop, evaluate, and retain crew members
- Safety, quality, and efficiency
- Source and procure material

Your Property, Our Resources.



## BrightView Standards of Excellence

The importance of good curb appeal cannot be underestimated. That's why we're relentless in our high standards and dedication to delivering an impactful first impression. Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView's proprietary **7 Standards of Excellence** promote best practices and standards among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your site. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

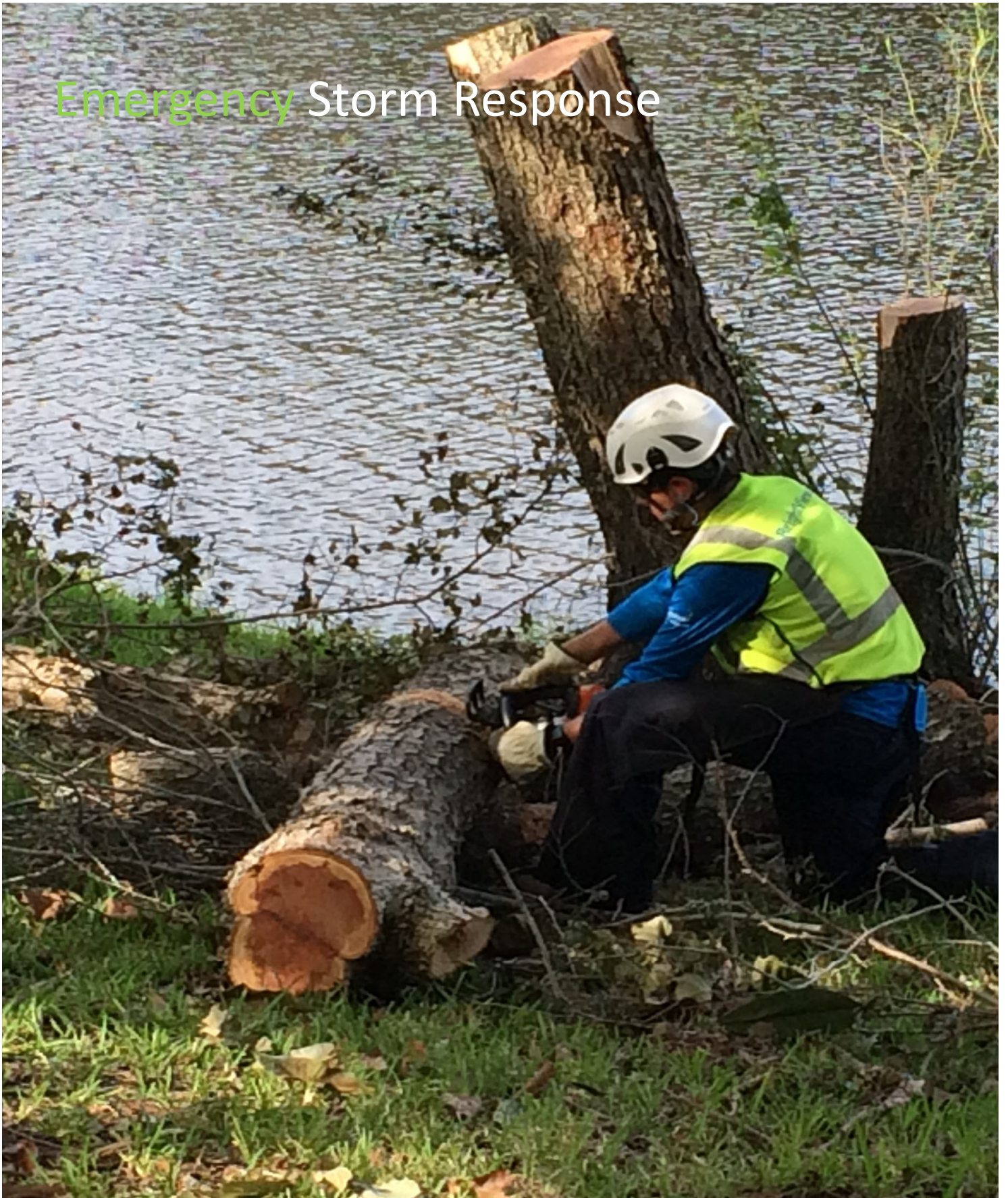
1. Site Cleanliness
2. Weed Free
3. Green Turf
4. Crisp Edge Beds
5. Spectacular Flowers
6. Uniformly Mulched Beds
7. Neatly Pruned Trees & Shrubs

## Goals of Initial Site Meeting

- Clearly establish expectations using contract specifications and knowledge of site management
- Establish a communication process (meetings, reports, etc.)
- Present schedule of operations to Client
- Identify ALL special situations, issues, areas & processes
- Clearly establish a base safety process and site specific processes
- Document a process for out of scope work (P.O., sign-off, billing)
- Share emergency call process
- Set short-term improvement goals
- Benchmark existing site status, conditions and opportunities for improvements

---

# Emergency Storm Response



## Emergency Storm Response

We will help you be ready for whatever hurricane season throws your way! With help from our local teams we can provide recommendations on structural pruning to developing a post storm clean up action plan tailored to your property. Thanks to our large footprint within Florida we're able to bring in outside help if necessary to get you cleaned up quickly in the event of large storms.

Safety before and after a storm is our primary focus. Immediately following a storm our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed or removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed



### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	1 Year Maintenance	1.00	LS	191,760.00	\$191,760.00
2	Add Alternate - Re-Mulch	1.00	LS	41,600.00	\$41,600.00
3	Add Alternate - Palm Pruning	1.00	LS	19,525.00	\$19,525.00
<b>Total :</b>					<b>\$252,885.00</b>



### *Edgewater Cross Prairie* FUNCTION FREQUENCY CHART

4/27/2022

Turf & Bed Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Mow		2	2	3	4	5	4	4	5	4	3	2	2	40
Trim		1	1	1	1	1	1	1	1	1	1	1	1	12
Pond Bottom Mowing		1	2	3	3	3	3	3	3	3	3	2	1	30
Weed		1	1	1	1	1	1	1	1	1	1	1	1	12
Pre-emergent Weed Control				1			1							2
Post-emergent Weed Control		2	2	2	4	5	4	4	5	4	4	2	2	40
Disease Control	X													

Complete Agro Plan	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
St Augustine Turf				1		1			1			1		4
Shrubs & Ground Cover			1			1				1				3

Misc. Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Policing & Debris Clean-up		2	2	3	4	5	4	4	5	4	3	2	2	40

Irrigation Service	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Check & Adjust		1	1	1	1	1	1	1	1	1	1	1	1	12

Base Services Annual Cost	\$ 191,760.00
Cost Per Month	\$ 15,980.00

Mulch (800 cu yds)	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Installation							X							0
<b>Annual Cost</b>													<b>\$ 41,600.00</b>	

Palm Pruning	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Palm Pruning 183 Sable			X											0
<b>Annual Cost</b>													<b>\$ 19,525.00</b>	

The following labor and equipment rates will be utilized for any time and material work to be performed on site. Prior authorization is required to perform work. When such work is required, electronic tickets will be created by team member(s) and emailed directly to client for review/signature.

**BrightView Landscape Development, Inc.  
ORLANDO / JACKSONVILLE**

All work performed as time and material work in accordance with this sheet shall be payable in full within 30 days of invoice date, without retention.

320 North Mission Road, Orlando, FL 32811

(407) 296-7100

**EQUIPMENT RENTAL - LABOR RATE SHEET**  
Equipment Maintained - Moving Time and Delivery at Extra Cost

ITEM #	DESCRIPTION	RATE	
<b>EQUIPMENT (E)</b>		<b>DAILY RATE</b>	
E.1	Concrete Buggy Wheeled	200.00	
E.2	Concrete Buggy Tracked	300.00	
E.3	Golf Cart	225.00	
E.4	Telehandler w/ Attachments 10k #	1000.00	
E.5	Telehandler w/ Attachments 12k #	1155.00	
E.6	Telehandler w/ Attachments 15k #	1700.00	
E.7	Mini Excavator 7800# JD35G	450.00	
E.8	Mini Excavator 10800#	580.00	
E.9	Skid Steer mini 550# MT55	300.00	
E.10	Skid Steer 3700# JD333	740.00	
E.11	Wheel Loader w/Attachments 1 CY JD244	660.00	
E.12	Wheel Loader w/Attachments 2 CY JD344	750.00	
E.13	Wheel Loader w/Attachments 3 CY JD544	860.00	
E.14	Wheel Loader w/Attachments 4 CY JD644	930.00	
E.15	Dozer 70hp	1000.00	
E.16	Trencher walk behind	300.00	
E.17	Water Truck 2500g (owner furnished water)	560.00	
E.18	Water Buffalo 500g (owner furnished water)	170.00	
E.19	Truck F150	200.00	
E.20	Light Tower 4000W	175.00	
E.21	Pressure Washer 3500psi	125.00	
E.22	Demo Saw and Blade	165.00	
E.23	Air Compressor 185cfm	250.00	
E.24	Breaker air w/ Bits	115.00	
E.25	Breaker electric w/ Bits	125.00	
E.26	Double Drum Roller 1 ton	335.00	
E.27	Plate compactor 300#	135.00	
E.28	Plate Compactor 700#	180.00	
E.29	Concrete Bucket 2 CY	105.00	
E.30	Generator 5 kw	110.00	
E-31	Sod Cutter	150.00	
E-32	Solar Generator for Irrigation Controller	110.00	
E-33	Ride-On Deck Mower	245.00	
E.40	Pickup and Delivery of Equipment	225.00	
<b>LABOR (L)</b>		<b>HOURLY RATE</b>	<b>OT Rate</b>
L.1	Hardscape Foreman	66.00	90.00
L.2	Hardscape Leadman/Operator	57.00	78.00
L.3	Hardscape Craftsman	53.00	72.00
L.4	Hardscape Laborer	49.00	66.00
L.5	Landscape Foreman	56.00	75.00
L.6	Landscape Leadman/Operator	44.00	60.00
L.7	Landscape Craftsman	45.00	60.00
L.8	Landscape Laborer	40.00	55.00
L.9	Irrigation Foreman	55.00	73.00
L.10	Irrigation Leadman/Operator	46.00	63.00
L.11	Irrigation Pipefitter	43.00	58.00
L.12	Irrigation Laborer	40.00	54.00
L.13	Theming Foreman	85.00	110.00
L.14	Theming Leadman	66.00	90.00
L.15	Theming Craftsman	60.00	83.00
L.16	Survey Crew	200.00	250.00
L.17	Superintendent	110.00	110.00
L.18	Project Manager	110.00	110.00



**EXHIBIT B**  
**Landscape Maintenance Map**

**EXHIBIT C**  
**Form of Change Order**

**WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**THIS WORK AUTHORIZATION** (the “Work Authorization”), dated \_\_\_\_\_, 20\_\_ authorizes certain work in accordance with that certain *Agreement for Landscape and Irrigation Maintenance Services* (the “Agreement”), dated \_\_\_\_\_, by and between:

**Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**BrightView Landscape Services, Inc.**, a Florida corporation, whose mailing address is 4777 Old Winter Garden Road, Orlando, Florida 32811 (the “Contractor”).

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

**SECTION 2. COMPENSATION.** It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**SECTION 3. ACCEPTANCE.** Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Additional Services

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**

# EDGEWATER ED4 - Pond D Outfall Revision 4



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: jackson.nealis@jr-davis.com

Quote To: Shawn Hindle  
 Company: HWA  
 Phone: 407-709-3141  
 Email: shindle@hansonwalter.com

Proposal Date: 6/28/22  
 Date of Plans: 8/13/2021 (Various)  
 Revision Date: 8/16/22  
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6364	CO6C: ED4: Bond	1.00	LS	400.00	400.00
6366	CO6C: ED4: Construction Survey / Layout	1.00	LS	3,300.00	3,300.00
6400	CO6C: ED4: STRM: 36" Class III RCP	42.00	LF	250.00	10,500.00
6401	36" Class III RCP RESTOCK FEE	1.00	LS	4,128.00	4,128.00
6402	CO6C: ED4: STRM: 42" Class III RCP (Labor Credit)	-171.00	LF	85.86	-14,682.06
6426	CO7: ED4: STRM: Storm Manhole Modifications	1.00	LS	4,300.00	4,300.00
<b>GRAND TOTAL</b>					<b>\$7,945.94</b>

### NOTES:

1. RESTOCKING FEE is for pipe being returned due to revised plans being issued.
  2. Scope of work based on email and revised drawings dated 6/15/22
- GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

# Edgewater ED-4 MG Future Borrow Pit Expansion



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Steve Davis

Phone: 4079083370

Email: Steve.davis@Jr-Davis.com

Quote To: Bobby Wanas  
 Company: BTI Partners  
 Phone: 407-617-9011  
 Email: bwanas@btipartners.com

Proposal Date: 8/19/22  
 Date of Plans: Bobby Wanas' Sketch

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Survey New Expansion Ponds	1.00	LS	9,000.00	9,000.00
110	As-Built New Expansion Ponds	1.00	LS	2,900.00	2,900.00
120	Clear Grub and Curtain Burn Onsite Pond Expansion	12.00	AC	8,048.00	96,576.00
130	Clear Grub & Curtain Burn Onsite - Haul Rd.	2.00	AC	8,048.00	16,096.00
140	Additional Dewatering for Pond Expansion	1.00	LS	53,134.00	53,134.00
150	Grade Pond Slopes For Pond Expansion	9,113.00	SY	0.32	2,916.16
160	Sod Pond Slopes For Pond Expansion	9,113.00	SY	2.80	25,516.40
170	Maintain New Haul Road	1.00	LS	24,150.00	24,150.00

**GRAND TOTAL** **\$230,288.56**

**NOTES:**

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5C**



# Edgewater Ph 1A Soils Remediation Per GEC Direction and Reports Rev 2



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: Jackson.Nealis@Jr-Davis.com

Quote To: Bobby Wanas

Proposal Date: 9-1-2022

Per Email Dated: 6-13-2022

Craig Ballock to Bobby Wanas

CC: Kevin Kramer, Steve Davis

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>General Conditions All locations</b>					
110	Suvey & Layout	1.00	LS	17,000.00	17,000.00
120	As-Builts	1.00	LS	4,500.00	4,500.00
<b>Total</b>					<b>21,500.00</b>
<b>Area 1</b>					
350	Load & Haul Good fill to replace High Fines	2,347.00	CY	6.60	15,490.20
<b>Area 1 Total</b>					<b>15,490.20</b>
<b>Area 2</b>					
450	Load & Haul Good fill to replace High Fines	660.00	CY	6.60	4,356.00
<b>Area 2 Total</b>					<b>4,356.00</b>
<b>Area 3</b>					
550	Load & Haul Good fill to replace High Fines	7,196.00	CY	6.60	47,493.60
<b>Area 3 Total</b>					<b>47,493.60</b>
<b>Area 4 FC-25 Area Only</b>					
650	Load & Haul Good fill to replace High Fines	2,892.00	CY	6.60	19,087.20
<b>Area 4 Total</b>					<b>19,087.20</b>
<b>Area 5</b>					
750	Load Haul & Embank Good fill to replace High Fines	5,943.00	CY	6.60	39,223.80
<b>Area 5 Total</b>					<b>39,223.80</b>
<b>Area 6</b>					
850	Load & Haul Good fill to replace High Fines	2,971.00	CY	6.60	19,608.60
<b>Area 6 Total</b>					<b>19,608.60</b>
<b>Area 7</b>					
950	Load & Haul Good fill to replace High Fines	574.00	CY	6.60	3,788.40
<b>Area 7 Total</b>					<b>3,788.40</b>
<b>Deducted Items as Per BTI</b>					
1010	Survey Deduct	-1.00	LS	17,000.00	-17,000.00
1020	As-Build Deduct	-1.00	LS	4,500.00	-4,500.00
1030	Cubic Yard Deduct - To match GEC QTY	-7,525.00	CY	6.60	-49,665.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>Deduct Total</b>				<b>-71,165.00</b>
<b>GRAND TOTAL</b>					<b>\$99,382.80</b>

**NOTES:**

Geotechnical Testing is not included. JDC can provide a price if requested.

The price is based on getting the suitable fill in the new borrow pond to replace the higher fines. If the material doesn't satisfy the owner's requirements we will have to adjust our price to include importing fill from an offsite borrow pit.

Area 5 was removed and replaced by 2' depth per GEC direction in the field. Mixing was not an option per GEC.

Area 4 was removed and replaced per 1st GEC exhibit, JDC performed this work before the 2nd report by GEC was given to us.

Deducts were added in this revision as per the meeting with JDC and BTI to show what cost are not being covered.

JDC CY = 22,581

GEC CY = 15,056

Difference CY = 7,525

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5D**

# Edgewater East Phase 1 - RFCO# 19: 24" Watermain Adjustments Rev 2



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: jackson.nealis@jr-davis.com

Quote To: Shawn Hindle  
 Company: Hanson, Walter & Assoc., Inc.  
 Phone: (407) 847-9433  
 Email:

Proposal Date: 9/1/22  
 Date of Plans:  
 Revision Date:  
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020	Construction Layout	1.00	LS	7,000.00	7,000.00
<i>1100</i>	<b>GENERAL TOTAL</b>				<b>7,000.00</b>
1150	Dewatering	1.00	LS	14,000.00	14,000.00
<i>1840</i>	<b>***WATER SYSTEM***</b>				
1850	24" PVC Water Main	13.00	LF	293.83	3,819.79
1905	24" PVC Water Main Change in Depth	1.00	LS	22,100.00	22,100.00
1930	Test and Chlorinate	50.00	LF	4.00	200.00
1960	Fittings	1.00	LS	7,500.00	7,500.00
<i>1980</i>	<b>WATER SYSTEM TOTAL</b>				<b>47,619.79</b>
	<b>GRAND TOTAL</b>				

**GRAND TOTAL** **\$54,619.79**

**NOTES:**

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. This Change Order covers the changes to the 24" watermain to adjust the depths to avoid future conflicts with ED4

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5 E**

# Edgewater Phase 1 - RFCO #20: KPR Utilities Modifications

## Rev-1



### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: jackson.nealis@jr-davis.com

Quote To: Shawn Hindle  
 Company: Hanson, Walter & Assoc., Inc.  
 Phone: (407) 847-9433  
 Email:

Proposal Date: 9/1/22  
 Date of Plans:  
 Revision Date:  
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020	Construction Layout	1.00	LS	6,000.00	6,000.00
<i>1100</i>	<b>GENERAL TOTAL</b>				<b>6,000.00</b>
1150	Dewatering	1.00	LS	10,000.00	10,000.00
<i>1840</i>	<b>***WATER SYSTEM***</b>				
1900	12" PVC Water Main	37.00	LF	52.10	1,927.70
1930	Test and Chlorinate	37.00	LF	4.00	148.00
1960	Fittings	1.00	LS	30,000.00	30,000.00
1965	18"x12" Tapping Saddle Deduct (material only))	1.00	EA	-2,096.25	-2,096.25
<i>1980</i>	<b>WATER SYSTEM TOTAL</b>				<b>39,979.45</b>
2110	8" PVC Force Main	40.00	LF	188.44	7,537.60
2115	6" PVC Force Main	40.00	LF	132.81	5,312.40
	<b>GRAND TOTAL</b>				<b>12,850.00</b>

**GRAND TOTAL** **\$58,829.45**

**NOTES:**

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.

2. This CHange Order covers the following water main plan changes:

Added pipe and fittings to tie in the 24" WM to existing 18" Gate Valve

Added 12" WM and 8"FM materials to shift both lines to tie in to respective mains due to both lines being directional under Clay Whaley.

Added 24"x12" tapping sleeve  
 Deducted 18"x12" tapping sleeve

Added fittings for 12" WM, 24" WM and 8" FM to tie into existing utilities on KPR and Canoe Creek

Added materials to deflect existing FM that was in conflict with 24" WM on KPR

Added materials for the KPR FM deflection that was in conflict with OF1 and KPR8.



**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5F**



# EDGEWATER East: RFCO #21 - Lift Station Riser and Fence Changes



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 319-6970

Email: Jackson.Nealis@jr-davis.com

Quote To: Shawn Hindle  
 Company: HWA  
 Phone: 407-709-3141  
 Email: shindle@hansonwalter.com

Proposal Date: 8/15/2022  
 Date of Plans:  
 Revision Date:  
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>***RFCO #21***</b>				
5000	Liftstation #1 Added Riser	1.00	LS	26,195.00	26,195.00
5010	Lift Station Fence Changes	1.00	LS	11,385.00	11,385.00
	<b>RFCO #21 Totals</b>				<b>37,580.00</b>

**GRAND TOTAL** **\$37,580.00**

**NOTES:**

RFCO #21 is for the added riser for Liftstation #1 that was added in ED4-RFI #7 and the modifications to the lift station fencing as per ED4-RFI #16

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

# Summerlin Fence & Feed Inc.

909 U.S. 17-92 South

P.O. Box 981

Davenport, Florida 33836

Ph: 863-422-4537 Fax: 863-422-9579

<b>Jr Davis Construction</b>	<b>Date: July 1, 2022</b>
	<b>Terms:</b>
	<b>FOB</b>
<b>We are pleased to quote the following</b>	

Edgewater Phase ED4

Lift Station 1

Install approx. 181' of 6' black chain link, w/1-16' double swing gate and privacy slats.

**Estimate Total \$16,750.00**

Lift Station 2

Install approx. 303' of 6' black chain link, w/1-16' double swing gate and privacy slats.

**Estimate Total \$21,550.00**

Materials

2 x 8 ga Chain link wire

2" x 9' SS 40 Line posts

3" x 10' SS 40 Terminal posts

4" x 10' SS 40 Gate Posts

1 5/8" SS 20 Top rail and brace rail

6 ga. Bottom tension wire

2" SS 20 Gate frames

Trussed & Braced

Armorock, LLC  
PO BOX 60006  
Boulder City, NV 89006  
702-824-9702

# Invoice

CCK-133A-1A

INVOICE DATE	PLEASE PAY	DUE DATE
8/9/2022	\$19,389.00	9/8/2022

accounting@armorock.com

BILL TO

SHIP TO

JR Davis Construction  
210 S. Hangar Rd  
Kissimmee, FL 34741  
USA

JR Davis Construction  
210 S. Hangar Rd  
Kissimmee, FL 34741  
USA

YOUR P.O.

SALES REP CODE

SHIP DATE

Project Name

2074-ODP7

JJ

8/9/2022

Edgewater

LS133A-1 Add-on Riser

taxable (T)

ITEM CODE - DESCRIPTION	QUANTITY	PRICE EACH	LINE TOTAL
s0848-1000 - 96in dia X 48in tall Polymer MH Section	1	9,261.00	9,261.00
HK 1921-96 - JOINT GASKET 96" MH CUT LENGTH 280"	2	122.00	244.00
MASJT1.25 - 1.25 IN X 14 FT JOINT MASTIC	12	19.00	228.00
RiserWrap Roll-17 - 17" roll	2	1,819.00	3,638.00
Wrapid Seal Primer - 1 Gallon	1	218.00	218.00
Subtotal			13,589.00
Shipping - Freight/Delivery	1	5,800.00	5,800.00

Invoice is being revised to add tax

#### NOTE

The invoice total may not reflect the entire job, as we invoice per product stack and shipment.

#### PAYMENT

Please remit payment to address shown above. Make all checks payable to ARMOROCK, LLC. For ACH Bank Transfers, please contact us for routing and account information.

#### QUESTIONS

If you have any questions about your bill, please contact us at the email address listed above. For all other inquiries, please contact your sales or service representative directly.

SUBTOTAL	\$19,389.00
SALES TAX (7.5%)	\$0.00
<b>TOTAL</b>	<b>\$19,389.00</b>
PAYMENTS / CREDITS	\$0.00
<b>BALANCE DUE</b>	<b>\$19,389.00</b>

worldwide leader in production of corrosion proof polymer concrete structures

# REQUEST FOR INFORMATION

Page 1 of 1



Jr Davis Construction Company, Inc  
2074- - Edgewater East ED4

DATE: 11/10/2021  
RFI#: ED4 07

**TO:** Pete Glasscock  
Hanson, Walter and Associates,  
Inc

**FROM:** Lauren Cowan  
Jr Davis Construction Company, Inc.

**PHONE:**  
**FAX:**  
**EMAIL:** pglasscock@hansonwalter.com  
**CC:** shindle@hansonwalter.com  
bwanas@btipartners.com  
chad.widup@jr-davis.com  
alan.hansen@jr-davis.com  
nick.hubbard@jr-davis.com  
doug@jr-davis.com  
Jackson.Nealis@jr-davis.com  
Edward.Francis@jr-davis.com

**PHONE:**  
**FAX:**  
**EMAIL:** Lauren.Cowan@jr-davis.com

**SUBJECT:** ED4 RFI #07 - Rim Elevation for LS-133A-1

**DRAWING #:** 46 (Master Utility Plan)  
121 (ED4 Const. Plan)

**DATE DUE:** 11/17/2021

**SPEC SECTION:**

## QUESTION

This RFI pertains to some conflicting information for the rim elevation of wet well LS-133A-1. Sheet 46 of the Master Utility Plan shows the rim elevation to be 72.90' which correlates with our drawing and the approved submittal. However, sheet 121 of the ED4 Construction Plans show the rim elevation of this structure to be at 77.00'. Please confirm that the 72.90' is the correct elevation we should be using.

## RESPONSES

LS-133A SHOULD HAVE A RIM ELEV. OF 7700

- AS

# REQUEST FOR INFORMATION



Jr Davis Construction Company, Inc  
2074- - Edgewater East ED4

DATE: 4/1/2022  
RFI#: ED4 16

**TO:** Pete Glasscock  
Hanson, Walter and Associates,  
Inc

**FROM:** William Fletcher  
Jr Davis Construction Company, Inc.

**PHONE:**  
**FAX:**  
**EMAIL:** pglasscock@hansonwalter.com  
**CC:** shindle@hansonwalter.com  
bwanas@btipartners.com  
chad.widup@jr-davis.com  
alan.hansen@jr-davis.com  
nick.hubbard@jr-davis.com  
doughb@jr-davis.com  
Lauren.Cowan @jr-davis.com  
[Jackson.nealis@jr-davis.com](mailto:Jackson.nealis@jr-davis.com)  
Girgis.Abdelmalak@jr-Davis.com

**PHONE:**  
**FAX:**  
**EMAIL:** William.Fletcher@jr-davis.com

---

**SUBJECT:** ED4 RFI #16 –Lift Station Fencing Detail Clarifications

**DRAWING #:** ED-4 Sheet  
120 & 121C

**DATE DUE:** 4/7/22

**SPEC SECTION:**

## QUESTION

RFI #16 pertains to the discrepancies in the two lift station fencing details.

On sheet 120, the Lift Station 1 Site Detail calls for a 6' tall galvanized chain-link Fence with a bracer bar, black plastic slats in the fabric (chain link) of the fence, and 2" corner post and 1 ½" line post. All post being 12' with 42" embedded in 4'x16" footers.

On sheet 121C Lift Station 2 Details the fence is shown to be a 6' tall galvanized chain-link with 3 strands of barbed wire 12" high, a turnbuckle with no bracer bar, no details on the fabric, and 2" corner and line post. All post being 9' with 36" embed in 42"x12" footers.

Please specify the design JR Davis Should follow. Also, specify if galvanized fencing and post are acceptable or will a specific color be required. If a color is required please specify the color

## RESPONSES

The detail on Sheet 120 is the City of St. Cloud Detail. Please disregard the detail on sheet 121C

Note #3 specifies sch40 hot dipped galvanized post and rails.

"Black" is the specified color.

-PG

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNADITED**  
**FINANCIAL**  
**STATEMENTS**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2022**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2022**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 25,440	\$ -	\$ -	\$ -	\$ -	\$ 25,440
Cash - impact fees	-	-	-	-	-	-
Investments						
Revenue	-	100,022	-	-	-	100,022
Reserve	-	1,112,580	1,931,948	-	-	3,044,528
Interest	-	17	649,570	-	-	649,587
Construction	-	-	-	1,286,721	-	1,286,721
Project infrastructure	-	-	-	-	6,055,293	6,055,293
Construction - E2	-	-	-	-	5,529,909	5,529,909
Construction - E5	-	-	-	-	3,397,184	3,397,184
Construction - E6N	-	-	-	-	6,870,772	6,870,772
Cost of issuance	-	10,010	2	-	-	10,012
Due from Landowner	10,367	-	-	-	-	10,367
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 41,532</u>	<u>\$ 1,222,629</u>	<u>\$ 2,581,520</u>	<u>\$ 1,286,721</u>	<u>\$ 21,853,158</u>	<u>\$ 26,985,560</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 29,387	\$ -	\$ -	\$ -	\$ -	29,387
Contracts payable	-	-	-	42,327	387,604	429,931
Retainage payable	-	-	-	638,608	396,099	1,034,707
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>50,387</u>	<u>-</u>	<u>5,725</u>	<u>680,935</u>	<u>783,703</u>	<u>1,520,750</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	10,367	-	-	-	-	10,367
Unearned revenue	-	96,748	-	-	-	96,748
Total deferred inflows of resources	<u>10,367</u>	<u>96,748</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>107,115</u>
Fund balances:						
Restricted for:						
Debt service	-	1,125,881	2,575,795	-	-	3,701,676
Capital projects	-	-	-	605,786	21,069,455	21,675,241
Unassigned	(19,222)	-	-	-	-	(19,222)
Total fund balances	<u>(19,222)</u>	<u>1,125,881</u>	<u>2,575,795</u>	<u>605,786</u>	<u>21,069,455</u>	<u>25,357,695</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 41,532</u>	<u>\$ 1,222,629</u>	<u>\$ 2,581,520</u>	<u>\$ 1,286,721</u>	<u>\$ 21,853,158</u>	<u>\$ 26,985,560</u>



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 5,648	\$ 83,095	\$ 132,790	63%
Total revenues	<u>5,648</u>	<u>83,095</u>	<u>132,790</u>	63%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	40,000	48,000	83%
Legal	1,178	23,581	50,000	47%
Engineering	450	1,500	7,500	20%
Audit	4,000	5,000	5,000	100%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	1,167	1,000	117%
Trustee	-	4,031	5,250	77%
DSF accounting & assessment rolls	458	4,583	5,500	83%
Telephone	-	150	200	75%
Postage	72	211	500	42%
Printing & binding	42	417	500	83%
Legal advertising	(478)	580	1,500	39%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	26	500	5%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	220	210	105%
Total professional & administrative	<u>9,889</u>	<u>87,521</u>	<u>132,790</u>	66%
Excess/(deficiency) of revenues over/(under) expenditures	(4,241)	(4,426)	-	
<b>OTHER FINANCING SOURCES</b>				
Transfer out	(1,618,095)	(1,618,095)	-	N/A
Total other financing sources	<u>(1,618,095)</u>	<u>(1,618,095)</u>	<u>-</u>	N/A
Net change in fund balances	(1,622,336)	(1,622,521)	-	
Fund balances - beginning	1,603,114	1,603,299	-	
Fund balances - ending	<u>\$ (19,222)</u>	<u>\$ (19,222)</u>	<u>\$ -</u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 757,105	\$ 1,112,579	68%
Interest	667	1,026	-	N/A
Total revenues	<u>667</u>	<u>758,131</u>	<u>1,112,579</u>	68%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	395,000	395,000	100%
Interest	-	807,559	807,559	100%
Total debt service	<u>-</u>	<u>1,202,559</u>	<u>1,202,559</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	667	(444,428)	(89,980)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(606)</u>	<u>(928)</u>	-	N/A
Total other financing sources	<u>(606)</u>	<u>(928)</u>	<u>-</u>	N/A
Net change in fund balances	61	(445,356)	(89,980)	
Fund balances - beginning	<u>1,125,820</u>	<u>1,571,237</u>	<u>1,565,814</u>	
Fund balances - ending	<u><u>\$ 1,125,881</u></u>	<u><u>\$ 1,125,881</u></u>	<u><u>\$ 1,475,834</u></u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED JULY 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 1,406	\$ 2,073
Total revenues	<u>1,406</u>	<u>2,073</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	235,640
Interest	-	241,590
Total debt service	<u>-</u>	<u>477,230</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,406	(475,157)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	3,729,452
Underwriter's discount	-	(678,500)
Total other financing sources	<u>-</u>	<u>3,050,952</u>
Net change in fund balances	1,406	2,575,795
Fund balances - beginning	2,574,389	-
Fund balances - ending	<u>\$ 2,575,795</u>	<u>\$ 2,575,795</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 875	\$ 1,594
Total revenues	875	1,594
<b>EXPENDITURES</b>		
Construction costs	1,969,861	8,803,723
Total expenditures	1,969,861	8,803,723
Excess/(deficiency) of revenues over/(under) expenditures	(1,968,986)	(8,802,129)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	1,618,701	1,619,024
Total other financing sources/(uses)	1,618,701	1,619,024
Net change in fund balances	(350,285)	(7,183,105)
Fund balances - beginning	956,071	7,788,891
Fund balances - ending	\$ 605,786	\$ 605,786

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 13,363	\$ 20,883
Total revenues	13,363	20,883
<b>EXPENDITURES</b>		
Construction costs - project infrastructure	1,956,198	7,736,057
Construction costs - construction ED-2	-	241,598
Construction costs - construction ED-5	-	1,034,862
Construction costs - construction ED-6N	-	312,421
Total expenditures	1,956,198	9,324,938
Excess/(deficiency) of revenues over/(under) expenditures	(1,942,835)	(9,304,055)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	30,195,548
Original issue premium	-	177,962
Total other financing sources/(uses)	-	30,373,510
Net change in fund balances	(1,942,835)	21,069,455
Fund balances - beginning	23,012,290	-
Fund balances - ending	\$ 21,069,455	\$ 21,069,455

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Edgewater East Community Development District held Multiple Public Hearings and a Regular Meeting on August 10, 2022 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

**Present were:**

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Robert Wanas	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Craig Wrathell	Wrathell, Hunt and Associates, LLC (WHA)
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:06 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2022/2023 Budget**

**A. Affidavit of Publication**

The affidavits of publication were included for informational purposes.

**B. Consideration of Resolution 2022-18, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**

40 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**  
41 **Date**

42 Mr. Torres presented Resolution 2022-18 and the proposed Fiscal Year 2023 budget.

43

44 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
45 **Public Hearing was opened.**

46

47

48 No members of the public spoke.

49

50 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
51 **Public Hearing was closed.**

52

53

54 A Board Member asked if there were any changes to the proposed budget since it was  
55 last presented. Mr. Torres replied no and noted that there were no adjustments at the time it  
56 was presented either.

57

58 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**  
59 **Resolution 2022-18, Relating to the Annual Appropriations and Adopting the**  
60 **Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September**  
61 **30, 2023; Authorizing Budget Amendments; and Providing an Effective Date,**  
62 **was adopted.**

63

64

65 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and**  
**Objections on the Imposition of**  
**Maintenance and Operation Assessments**  
**to Fund the Budget for Fiscal Year**  
**2022/2023, Pursuant to Florida Law**

70

71 **A. Proof/Affidavit of Publication**

72 **B. Mailed Notice(s) to Property Owners**

73 These items were included for informational purposes.

74 **C. Consideration of Resolution 2022-19, Making a Determination of Benefit and Imposing**  
75 **Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and**  
76 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**



77 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the  
78 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

79 Mr. Torres presented Resolution 2022-19.

80

81 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**  
82 **Public Hearing was opened.**

83

84

85 Mr. Wrathell stated that, in the Mailed Notice and the advertisement, the Equivalent  
86 Assessment Unit (EAU) factor is different for each of the listed owners of the properties. This is  
87 because they are technically being assessed on a per acre basis but, even if the property is  
88 unplatted, the number of units are allocated to each of the different owners. Essentially, the  
89 assessments are being applied across the number of units per owner and the number of units,  
90 divided by the acreage, is how the equivalent assessment per unit was calculated. A Board  
91 Member asked if that means the dollar amount was calculated based on units and then  
92 converted to an acreage factor. Mr. Wrathell replied affirmatively.

93 No members of the public spoke.

94

95 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**  
96 **Public Hearing was closed.**

97

98

99 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**  
100 **Resolution 2022-19, Making a Determination of Benefit and Imposing Special**  
101 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and**  
102 **Enforcement of Special Assessments, Including but Not Limited to Penalties**  
103 **and Interest Thereon; Certifying an Assessment Roll; Providing for**  
104 **Amendments to the Assessment Roll; Providing a Severability Clause; and**  
105 **Providing an Effective Date, was adopted.**

106

107

108 **FIFTH ORDER OF BUSINESS**

**Consideration of Disclosure of Public  
Financing and Maintenance of  
Improvements to Real Property**

109

110

111

112 Mr. Eckert stated that, once bonds are issued, the Disclosure is recorded in the property  
113 records so that it shows up on title searches. It must be amended each time a new series of

114 bonds is issued. He responded to questions and noted that this is the first time the Disclosure is  
115 being filed; there are no time requirements for filing the Disclosure.

116

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Disclosure of Public Financing and Maintenance of Improvements to Real Property, was approved.**

117

118

119

120

121

**SIXTH ORDER OF BUSINESS**

**Consideration of Acceptance of Deed for Tracts in Edgewater ED-4 Plat**

122

123

124

Mr. Eckert presented the Special Warranty Deed for Tracts in the Edgewater Ed-4 Plat.

125

126

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, acceptance of the Special Warranty Deed for Tracts of the Edgewater ED-4 Plat, was approved.**

127

128

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131

**SEVENTH ORDER OF BUSINESS**

**Consideration of Irrigation, Landscape, Signage and Hardscape Easement Agreement with JCH CP, LLC for Tracts D and E, Plat ED-4**

132

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134

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136

Mr. Eckert presented the Irrigation, Landscape, Signage and Hardscape Easement Agreement.

137

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139

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Irrigation, Landscape, Signage and Hardscape Easement Agreement with JCH CP, LLC for Tracts D and E, Plat ED-4, was approved.**

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**EIGHTH ORDER OF BUSINESS**

**Update: Executed Agreements with Property Owners for the Clay Whaley Road Expansion**

145

146

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148

Mr. Hindle recalled that the County wanted the CDD to front and build all the roadway, which differs from the CDD’s original understanding. But, the County’s own Land Development Code sets forth that the Developer has to build the road adjacent to the CDD, along with any improvements, as an interim, and an available right-of-way (ROW); not the entire roadway.

149

150

151

152

153 Mr. Hindle reported the following:

154 ➤ The plans were redesigned using the existing ROW and are under review by the City and  
155 the County for final approval.

156 ➤ The redesigned plans consist of the CDD constructing a two-lane, undivided roadway  
157 that, in the future, will be a two-lane divided section and a two-lane divided roadway adjacent  
158 to the CDD.

159 ➤ Regarding the ROW parcels, the CDD is not required to make those improvements. In  
160 the future, the County will be responsible for securing the additional ROW to the north of Clay  
161 Whaley Road.

162 ➤ Upcoming projects include submitting plans for required improvements adjacent to the  
163 property.

164 ➤ The CDD will not pursue any more ROWs from any owners at this time. If the County  
165 wants to pursue ROWs, he will provide the information to them.

166 ➤ The CDD has only one parcel of about 100+ acres left to secure, which, as of last week,  
167 the project is no longer being considered.

168 Mr. Hindle was recognized for his efforts in finally resolving the issue with the County.

169 Mr. Hindle discussed Lennar’s leverage if this issue arises again.

170

171 **NINTH ORDER OF BUSINESS**

**Consideration of Work Authorization #2  
for ED5 and ED6 North Construction  
Management**

172

173

174

175 Mr. Torres presented Work Authorization #2 for ED5 and ED6 North Construction  
176 Management.

177

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,  
Hanson, Walter & Associations, Inc., Work Authorization #2 for ED5 and ED6  
North Construction Management, was approved.**

178

179

180

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182

183 **TENTH ORDER OF BUSINESS**

**Consideration of Work Authorization #3  
for Clay Whaley Road Expansion**

184

185

186 Mr. Torres presented Work Authorization #3 for Clay Whaley Road Expansion.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Hanson, Walter & Associates, Inc., Work Authorization #3 for Clay Whaley Road Expansion, was approved.**

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Purchase of Maintenance Bond**

It was noted that the Bond Representative is securing this item and that two maintenance bonds are needed; one to the City and to the County. Mr. Hindle stated that he finalized the values of the maintenance bonds and has the certifications.

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, authorizing the Chair to proceed with the purchase of maintenance bonds to the City and the County and to requisition and pay the cost of the one-year maintenance bonds out of the bond proceeds, was approved.**

**TWELFTH ORDER OF BUSINESS**

**Consideration of GAI Consultants, Inc., Proposal for Construction Administration Services for ED-5 Phase 1 Roadway Project**

Mr. Hindle presented the GAI Consultants, Inc., proposal. GAI Consultants was designated as the Engineer of Record for the ED-5 and ED-6 North projects. He provided the scope of work for the ED-5 project and noted the Request for Proposals (RFP) was advertised.

Mr. Eckert asked about the form of contract. It was decided that Mr. Hindle will submit a Work Authorization for these services.

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the GAI Consultants, Inc. Proposal, for Construction Administration Services for the ED-5 Phase 1 Roadway Project, subject to Mr. Hindle submitting a Work Authorization form for the services, and authorizing the Chair or Vice Chair to execute, was approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Partial Termination and Release of Temporary Construction Easement**

227 Mr. Eckert stated that the Developer sold a portion of land under the CDD’s Temporary  
228 Construction Easement the CDD does not need.

229

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the  
230 Partial Termination and Release of Temporary Construction Easement, was  
231 approved and/or ratified.  
232**

233

234

235 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Responses to RFP for ED5  
236 Framework Roadway, Phase 1 Civil Site  
237 Work  
238**

239 Mr. Hughes distributed the RFP bid package and discussed the bid submittal process. He  
240 provided his scoring for each respondent by category, his rankings and his recommendations.

241 At Mr. Eckert’s recommendation, the Board discussed each respondent and reviewed  
242 the proposals. It was noted that all three respondents are well qualified.

243 Mr. Hughes responded to questions and noted a few corrections were made in the RFP.

244 The Board collectively scored each respondent in each category, discussed their  
245 reasoning for the scores, ranked the respondents and used Mr. Hughes’ rankings for  
246 mathematically calculated items. Some scores differed slightly from Mr. Hughes. The results  
247 were as follows:

248	#1	Jr. Davis Construction	\$ 8,604,921.13/330 Days	99 points
249	#2	Swell Construction	\$ 8,846,539.13/350 Days	96 points
250	#3	SDC	\$10,047,740.00/309 Days	88 points

251

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,  
252 acceptance of the scoring and rankings, ranking Jr. Davis Construction, as the  
253 #1 ranked respondent to the ED-5 Framework Roadway, Phase 1 Civil Site  
254 Work Request for Proposals and authorizing Staff to negotiate an agreement  
255 with Jr. Davis Construction, the #1 ranked respondent, and authorizing the  
256 Chair to execute, was approved.  
257**

258

259

260 Mr. Eckert stated that the Notice of Award will be mailed and, upon conclusion of the  
261 protest period, if there is no protest, the contract will be executed.

262

263 **FIFTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
264 **Statements as of June 30, 2022**

265  
266 Mr. Torres presented the Unaudited Financial Statements as of June 30, 2022. A Board  
267 Member asked for copies of the Construction Accounts payout.

268

269 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
270 **Unaudited Financial Statements as of June 30, 2022, were accepted.**

271

272

273 **SIXTEENTH ORDER OF BUSINESS** **Approval of July 7, 2022 Regular Meeting**  
274 **Minutes**

275

276 Mr. Torres presented the July 7, 2022 Regular Meeting Minutes.

277

278 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**  
279 **July 7, 2022 Regular Meeting Minutes, as presented, were approved.**

280

281

282 **SEVENTEENTH ORDER OF BUSINESS** **Staff Reports**

283

284 **A. District Counsel: *Kutak Rock, LLP***

285 Mr. Eckert stated he is working on the Boundary Amendment Resolution to present at  
286 the next meeting. Originally, the Boundary Amendment was to be a little less than five acres  
287 but that amount was reduced another 1.5 acres. Once the Boundary Amendment Resolution is  
288 approved, he will start on the paperwork with Osceola County.

289 Discussion ensued regarding the location in ED-5 and District Management revising the  
290 unit count and Methodology.

291 **B. District Engineer: *Hanson, Walter & Associates, Inc.***

292 Mr. Hindle discussed the potential RFP notice and opening dates for the Clay Whaley  
293 Road Phase 1 and Phase 2 Construction, sending invitations to bid to contactors, the project  
294 timeline and other upcoming RFPs, such as the force main and 86 North. He reported the  
295 following:

296 ➤ All Phase 1 permits were received.

297 ➤ Reviews from the City of St. Cloud Utilities were received; the utilities were included in  
298 Phase 1.

299 ➤ Review of the Phase 2 permit with the County will occur while out to bid and any  
 300 changes to the plans can be handled through a change order or addendums during the bid  
 301 process. The pipe sizes were changed for the eastern portion of the roadway, which could  
 302 necessitate a change.

303

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Requests for Proposals for the ED-6N, Clay Whaley Road and the Off-Site Force Main Projects, were ratified.**

304

305

306

307

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309

**C. District Manager: *Wrathell, Hunt and Associates, LLC***

310

- **NEXT MEETING DATE: September 1, 2022 at 9:00 A.M.**

311

- **QUORUM CHECK**

312

The next meeting would be held on September 7, 2022, instead of September 1, 2022.

313

314

**EIGHTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

315

316

There were no Board Members' comments or requests.

317

318

**NINETEENTH ORDER OF BUSINESS**

**Public Comments**

319

320

This item was skipped.

321

322

**TWENTIETH ORDER OF BUSINESS**

**Adjournment**

323

324

There being nothing further to discuss, the meeting adjourned.

325

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the meeting adjourned at 9:55 a.m.**

326

327

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331

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

332  
333  
334  
335  
336  
337

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Secretary/Assistant Secretary

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Chair/Vice Chair



**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

## EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	9:00 AM
November 1, 2022	Landowners' Meeting	9:00 AM
November 3, 2022	Regular Meeting	9:00 AM
December 1, 2022	Regular Meeting	9:00 AM
January 5, 2023	Regular Meeting	9:00 AM
February 2, 2023	Regular Meeting	9:00 AM
March 2, 2023	Regular Meeting	9:00 AM
April 6, 2023	Regular Meeting	9:00 AM
May 4, 2023	Regular Meeting	9:00 AM
June 1, 2023	Regular Meeting	9:00 AM
July 6, 2023	Regular Meeting	9:00 AM
August 3, 2023	Regular Meeting	9:00 AM
September 7, 2023	Public Hearing & Regular Meeting	9:00 AM