

**EDGEWATER EAST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**November 2, 2023**

**BOARD OF SUPERVISORS**

**REGULAR**

**MEETING AGENDA**

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

**AGENDA**  
**LETTER**

**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**

October 26, 2023

Board of Supervisors  
Edgewater East Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on November 2, 2023 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 Funding Agreement for Fiscal Year 2022-2023
4. Consideration of Construction Items
  - A. Clay Whaley Roadway, Phase 1 (SDC)
    - I. RFC 011 – Concrete Driveway Widening
    - II. RFC 012 – Driveway Deletion
    - III. RFC 013 – Stockpile Regrading
  - B. ED5 Roadway, Phase 1 (JDC)
    - RFCO-09 - Stockpile Regrading
5. Ratification Item(s)
  - Brightview Landscape Services, Inc. Agreement for Landscape and Irrigation Maintenance Services
6. Acceptance of Unaudited Financial Statements as of September 30, 2023
7. Approval of October 5, 2023 Regular Meeting Minutes

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of 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: December 7, 2023 at 9:00 AM

- QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ROBERT WANAS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

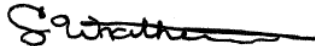
9. Board Members' Comments/Requests

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**

**3**

**FUNDING AGREEMENT BETWEEN THE EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT  
AND EDGEWATER PROPERTY HOLDINGS, LLC  
D/B/A EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC**

**This Agreement** is made and entered into this 2<sup>nd</sup> day of November 2023, by and between:

**Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

**Edgewater Property Holdings, LLC**, a foreign limited liability company, d/b/a **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 was established by Ordinance No. 2020-49, adopted by the Board of County Commissioners of Osceola County, Florida, effective as of June 16, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, recreational and other infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District, pursuant to Resolution 2022-18, adopted a budget which reflected the total amount of funds required to fund the District's operation and maintenance activities for the fiscal year 2022/2023 (the "FY 2022/2023 Budget"); and

**WHEREAS**, the District allocated its funds in accordance with the FY 2022/2023 Budget, received invoices for services rendered to provide for the proper operation and maintenance of the District, and timely made payments in accordance with such invoices received; and

**WHEREAS**, due to an incorrect water meter reading, The Toho Water Authority ("Toho"), submitted two (2) consecutive incorrect invoices to the District, which the District paid; and

**WHEREAS**, due to the excessively high payments made by the District to Toho based on an incorrect invoice, the District does not have sufficient funds to cover its operation and maintenance expenses for Fiscal Year 2022-2023; and

**WHEREAS**, the Developer has agreed to provide the necessary funds to the District to allow the District to fund its operation and maintenance activities for FY 2022/2023; and

**WHEREAS**, the District intends to repay the Developer the actual amount of funds paid to the District under this Agreement, without interest or additional costs, when the reimbursement by Toho is received.

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

**1. Incorporation of Recitals.** The recitals stated above are true and correct and by the reference are incorporated herein as a material part of this Agreement.

**2. Funding.** Developer agrees to pay, or cause to be paid, to the District Forty-Nine Thousand Seven Hundred Thirty-Two Dollars and Eighty-Three Cents (\$49,732.83) to enable the District to proceed with the funding of its monthly operation and maintenance costs contained in the adopted Fiscal Year 2022/2023 General Fund Budget. The funds shall be paid to the District not later than November 15, 2023. The funds shall be placed in the District's depository as determined by the District.

**3. Repayment.** The parties agree that all funds provided by Developer pursuant to this Agreement are intended to be properly reimbursable from proceeds of the District's reimbursement from Toho. Notwithstanding the above, the District does not and will not pledge to the Developer any funds received by the District as a result of the payment of a Tax Notice, the sale of Tax Certificates, or the foreclosure of property for any special assessments related to the District's outstanding bonds.

**4. Default.** A default by any party to this Agreement shall entitle the others 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.

**5. 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.

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

**7. 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 of the parties hereto.

**8. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, 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.

**9. Notices.** All notices, requests, consents, and other communications hereunder ("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  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Craig Wrathell

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

**B. If to Developer:** Edgewater Property Holdings, LLC dba  
Edgewater Property Florida Holdings, LLC  
401 E. Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301  
Attn: Kevin Mays

**With a copy to:** Edgewater Property Holdings, LLC,  
doing business in Florida as  
Edgewater Property Florida Holdings, LLC  
300 Atlantic Street, Suite 1110  
Stamford, Connecticut 06901  
Attn: General Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 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.



**10. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein 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 hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto 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 herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

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

**12. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**13. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. 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 are public records and are treated as such in accordance with Florida law.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties execute this agreement the day and year first written above.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**WITNESS:**

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

\_\_\_\_\_  
Witness

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

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

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

\_\_\_\_\_  
Witness

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

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

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

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

**4A1**

# SDP21-0157 SDC Job #2222 RFC011rev2 - Driveway Widening 2620 Clay Whaley Rd



## Southern Development & Construction

2544 Connection Point

Oviedo, FL 32765

Contact: Mike Cresham

Phone: (407) 977-9898

Quote to: Shawn Hindle HWA (CDD EOR)  
Bobby Wanas BTI Partners LLC (Owner)  
Phone: (407) 709-3141  
(407) 617-9011  
Email: [s.hindle@hansonwalter.com](mailto:s.hindle@hansonwalter.com)  
[Bwanas@btipartners.com](mailto:Bwanas@btipartners.com)

Job Name: SDP21-0157 Clay Whaley  
Date of Plans 3/8/2023  
Req. Add. Days 3.00  
Revision Date: 6/21/2023  
Proposal Date: 10/24/2023

**RFC 011rev2**

**Driveway Widening 2620 Clay Whaley Rd**

Item	Description	Quantity	Unit	Unit Price	Amount
RFC 011rev2					
10	Survey Layout - revised layout for driveway	1.00	LS	\$500.00	\$500.00
20	Concrete Driveway (6" thick)	13.00	SY	\$130.00	\$1,690.00
30	Bond 1.5%	1.00	LS	\$32.85	\$32.85
<b>RFC 011rev2 Total</b>					<b>\$2,222.85</b>
<b>GRAND TOTAL</b>					<b>\$2,222.85</b>

**NOTES:**

- 1) Prior to mobilization the Owner/EOR to attain agreement with homeowner for this added scope of work
- 2) Homeowner to remove portion of his fence & fence post prior to concrete operations
- 3) Proposal includes survey
- 4) Proposal includes extension of driveway/apron as agreed between BTI, SDC and homeowner (additional 7'-4" x 16' x 6" thick
- 5) Any necessary repair/restoration of additional work required as a result of grading, forming & pouring this driveway is excluded
- 6) Concrete to be 3000psi regular

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

**4A11**

# SDP21-0157 Clay Whaley Rd. SDC Job #2222 - RFC 012

## Driveway Deletion

### Southern Development & Construction

2544 Connection Point

Oviedo, FL 32765

**Contact:** Mike Cresham

**Phone:** 407-977-9898

**Fax:**

Quote To: Shawn Hindle (HWA)  
407-709-3141  
Bobby Wanas BTI Partners  
Phone: 407-617-9011  
Email: s.hindle@hansonwalter.com  
bwanas@btipartners.com

Job Name: SDP21-0157  
Date of Plans: 3/8/2023  
Revision Date: 6/21/2023  
Proposal Date: 9/28/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Curb & Gutter Demo	1.00	LS	1,450.00	1,450.00
20	Type F Curb and Gutter	75.00	LF	29.00	2,175.00
<b>GRAND TOTAL</b>					<b>3,625.00</b>

**NOTES:**

The purpose of this RFC is to capture cost affiliated with rework required to the driveway @ STA 9+40 due to a plan revision being issued after installation was completed.

This proposal includes:

- the demo & haul of 120 LF of F-Curb & Valley Gutter that was constructed per the current set of plans at the time of install.
- the construction of 75 LF of F-Curb in the revised alignment showing the deleted driveway @ STA 9+40

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

**4A111**

## 2222 RFC 013rev - Re-Grade Stockpile



**Southern Development & Construction**

2544 Connection Point  
 Oviedo, FL 32765  
 Contact: Mike Cresham  
 Phone: (407) 977-9898

APPROVED  
 10.10.2023  
 -BW

Quote to: Shawn Hindle HWA (CDD EOR)  
 Bobby Wanas BTI Partners LLC (Owner)  
Phone: (407) 709-3141  
 (407) 617-9011  
Email: [s.hindle@hansonwalter.com](mailto:s.hindle@hansonwalter.com)  
[Bwanas@btipartners.com](mailto:Bwanas@btipartners.com)

Job Name: SDP21-0157 Clay Whaley  
Date of Plans 3/8/2023  
Req. Add. Days 10.00  
Revision Date:  
Proposal Date: 10.06.23; rev1 10.09.23

RFC 013rev		Re-Grade Stockpile			
Item	Description	Quantity	Unit	Unit Price	Amount
RFC 013rev					
10	Re-Grade Stockpile	1.00	LS	\$39,500.00	\$39,500.00
20	Replace Silt Fence	3000.00	LF	\$3.00	\$9,000.00
30	Bond 1.5%	1.00	LS	\$727.50	\$727.50
<b>RFC 013rev Total</b>					<b>\$49,227.50</b>
<b>GRAND TOTAL</b>					<b>\$49,227.50</b>

**NOTES:**

- 1 Proposal includes a (1) time / (1) mobilization to regrade-reshape the existing stockpile
- 2 Proposal includes (1) time / (1) mobilization of silt fence crew to remove and replace stockpile perimeter silt fence
- 3 Hydroseeding of stockpile is ~~excluded~~ INCLUDED
- 4 Any future remedial work required to re-grade the stockpile or re-install perimeter silt fence will be an additional cost



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

**4B**



Jr. Davis Construction Company  
210 S. Hangar Road  
Kissimmee, FL 34741  
Phone: (407) 870-0066

October 05, 2023.

Letter: 15

Pete Glasscock  
Hanson, Walter & Assoc. Inc. (HWA)  
8 Broadway, Suite 104  
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work  
JDC Project #: 2142  
RE: RFCO 09 - Redress Stockpile Washout

Dear Mr. Pete,

Please see the attached change order for all work associated with the added Redress Stockpile Washout of work.

Work includes moving dirt and reshaping stockpile to cover erosion cavities without import material to prepare stockpile surface for seed & mulch on flat surfaces and hydroseeding on slopes.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager  
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager, JDC  
Heath Bunn – Operations Manager, JDC  
Bobby Wanas – Land Development Manager, BTI  
Mike Osborn - BTI

# Edgewater ED5 RFCO#09 - Redress Stockpile Wash Out



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) - 460 - 8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock  
 Company: Hanson, Walter & Associates, Inc.  
 Phone: (407) 847-9433  
 Email: pglasscock@hansonwalter.com

Proposal Date:  
 Date of Plans:  
 Revision Date:  
 Addendums:

Heavy Bid Quote: 2142RFCO09

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Redress Stock Pile	1.00	LS	101,101.35	101,101.35
200	Silt Fence	5,600.00	LF	1.05	5,880.00
400	Hydro Seed	30,896.76	SY	0.97	29,969.86
<b>GRAND TOTAL</b>					<b>\$136,951.21</b>

**NOTES:**

This price does not include guarantee if hydroseed will take due to weather impacts and steep slopes.

This price does not include continued repairs of washouts and silt fence replacement resulting from heavy rain events.

This quote represents a lump sum amount for the requested scope of work

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

**5**

**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 1st day of October 2023, 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 address for these purposes 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-Four Thousand Seven Hundred Seventy-Seven Dollars (\$194,777.00)** 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, 2023, through September 30, 2024, 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: Michael Trinidad

**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. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

**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.

**SECTION 26. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[SIGNATURES ON NEXT PAGE]

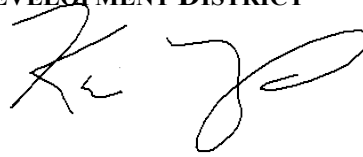
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**



Secretary Oct 30, 2023




Chairman/Vice Chairman, Board of Supervisors

**Witness:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

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

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

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

Print Name: Scott Sikora

Title: VPGM

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Maps
- Exhibit C:** Form of Work Authorization

## EXHIBIT A Scope of Services



**Edgewater East CDD**  
**Mr. Ernesto Torres, CDD District Manager**

Re: Landscape Maintenance Proposal

Thank you for considering BrightView Landscape Services and allowing us to continue landscape maintenance for your property. We understand the importance in providing a visually appealing landscape and take this responsibility to heart. Attached is our proposal for landscape maintenance services and below is a quick summary of what is included.

- Grounds Maintenance - includes 42 weekly mowing edging, string trimming, bed and crack weed control and blowings. Also included as well in our grounds maintenance proposal is the routine trimming, shearing, and detailing of the understory trees, shrubbery, ground cover and plant material beds
- Porter Service – 52x, once weekly trash pickup and removal
- Horticulture Services – 5 turf applications for the St. Augustine turf. We are also including our 4 application program for all tree and shrubbery as well. This program includes an Arena application to safeguard against Chich Bugs as well as include all follow up treatments at no additional charge to you
- Irrigation Inspections - monthly inspections going thru the irrigation system. That includes confirming timer settings are correct, and ideal run times are adusted for seasonality. In addition, we will ensure proper coverage of the plant material and make any adjustments
- Minor Irrigation Repairs - during inspection, we will repair all minor irrigation issues behind the valve manifold. This includes repairing lateral lines, replacing, rotor heads, spray nozzles, pop up heads. Timers, mainline repairs and valves can be repaired per time and materials
- Additional Services that can be separately priced include - Mulch Installation, Seasonla Color Annual Installation, as well as Palm Tree Trimming.

As I mentioned earlier, we are integrating the use of drones to map and model properties. Incorating into software, we can measure plant health, view topography, overlay landscape plans and designs, capture drone flights to show prograss, as well as provide high resolution 2d maps and 3d models.

We will provide you quarterly, usable links at no additional charge of your property. [Here](#) is a link to view your property.

Please do not hesitate to contact us with any questions or comments. We look forward to your thoughts and the opportunity to discuss our proposal in greater detail.

Sincerely,

Mike Trinidad  
Brightview Landscape Services, Inc

**Scope of Services - Edgewater East CDD**



Task	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Notes:
Site Visits & Trash	52	4	4	5	4	4	5	4	5	4	4	4	5	Site Visits & Trash Pickup emulate Mow Services schedule.
Walking Trail Mowing	42	2	2	4	4	4	5	4	5	4	4	2	2	Weekly mow during the summer, and bi-weekly during the winter.
Primary Mow Services	42	2	2	4	4	4	5	4	5	4	4	2	2	Weekly mow during the summer, and bi-weekly during the winter.
Hard Edge	42	2	2	4	4	4	5	4	5	4	4	2	2	Hard edge will be performed at the same frequency as the mow services.
Soft Bed Edge	21	1	1	2	2	2	2	2	2	2	2	2	1	Bed edge performed with a slick edger, and not a string trimmer. 2x per month during grow season 1x month in winter.
Planted Area Detailing	12	1	1	1	1	1	1	1	1	1	1	1	1	Sectionalized detailing during the month totaling 12 complete details per year.
Turf Care Program	5			1		1		1		1		1		Months indicate spot fertilize, full fertilize, spot treat brown patch, or chinch bug spray.
Tree / Shrub Care Program	4		1			1			1			1		Months indicate insect & disease spray, or fertilize all trees/shrubs/palms.
Irrigation Inspection	12	1	1	1	1	1	1	1	1	1	1	1	1	Monthly check adequate spray coverage and make any necessary adjustments needed.
Irrigation Minor Repairs	12	1	1	1	1	1	1	1	1	1	1	1	1	Minor repairs included for irrigation behind the valve which includes, heads, nozzles, sprays and lateral lines.
Mulch Installation	0													Mulch installation can be separately priced.
Seasonal Color (Annuals)	0													Seasonal color can be separately priced.
Standard Palm Tree Pruning	0													Standard palm trees above 12' clear trunk can be separately priced.
Specialty Palm Tree Pruning	0													Specialty palm trees above 12' clear trunk can be separately priced.



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

BrightView Landscape Services

# Crossprairie Annotation Report



Created on August 1, 2023

Captured on July 31, 2023



\* not shown, but also included is the mowing of the trail area near Pond E and Pond F working it's way down to the south border of the site.

## Location

NAD83(20 b Florida East (ftUS (US survey foot

Label	Title	Elevation	Lat, Long	Northing, Easting
1 ●	Pond A	71.79 US ft	28.2103481, -81.3188723	1409314.1 US ft, 553470.0 US ft
2 ●	Pond B	74.93 US ft	28.2087242, -81.3141918	1408719.8 US ft, 554975.9 US ft
3 ●b	Pond C	70.50 US ft	28.2056798, -81.3125825	1407611.6 US ft, 555491.3 US ft
4 ●	Pond E	62.38 US ft	28.2123737, -81.3106191	1410043.7 US ft, 556129.9 US ft
5 ●	Pond F	72.15 US ft	28.2111446, -81.3097286	1409596.1 US ft, 556415.6 US ft
6 ●b	Pond D	69.48 US ft	28.2133853, -81.3191593	1410418.6 US ft, 553380.5 US ft

\* not shown, but also included is the mowing of the trail area near Pond E and Pond F working it's way down to the south border of the site.

**EXHIBIT C**  
**Form of Work Authorization**

**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 October 1, 2023, 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 address for these purposes 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

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

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

\_\_\_\_\_  
Witness

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

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

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

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2023**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	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	\$ 46,334	\$ -	\$ -	\$ -	\$ -	\$ 46,334
Investments						
Revenue	-	375,329	657,234	-	-	1,032,563
Reserve	-	1,112,580	1,930,400	-	-	3,042,980
Prepayment	-	-	23,403	-	-	23,403
Interest	-	-	17	-	-	17
Construction	-	-	-	47,934	-	47,934
Project infrastructure	-	-	-	-	30,263	30,263
Construction - E2	-	-	-	-	1,015,200	1,015,200
Construction - E5	-	-	-	-	686,344	686,344
Construction - E6N	-	-	-	-	6,158,514	6,158,514
Cost of issuance	-	10,431	-	-	-	10,431
Due from Landowner	13,697	-	-	-	-	13,697
Due from debt service fund	5,725	-	-	-	-	5,725
Prepaid expense	705	-	-	-	-	705
Total assets	<u>\$ 66,461</u>	<u>\$1,498,340</u>	<u>\$2,611,054</u>	<u>\$ 47,934</u>	<u>\$ 7,890,321</u>	<u>\$12,114,110</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 39,049	\$ -	\$ -	\$ -	\$ -	39,049
Contracts payable	-	-	-	-	3,496,616	3,496,616
Retainage payable	-	-	-	5,939	520,592	526,531
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>60,049</u>	<u>-</u>	<u>5,725</u>	<u>5,939</u>	<u>4,017,208</u>	<u>4,088,921</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	13,697	-	-	-	-	13,697
Total deferred inflows of resources	<u>13,697</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,697</u>
Fund balances:						
Restricted for:						
Debt service	-	1,498,340	2,605,329	-	-	4,103,669
Capital projects	-	-	-	41,995	3,873,113	3,915,108
Unassigned	(7,285)	-	-	-	-	(7,285)
Total fund balances	<u>(7,285)</u>	<u>1,498,340</u>	<u>2,605,329</u>	<u>41,995</u>	<u>3,873,113</u>	<u>8,011,492</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 66,461</u>	<u>\$1,498,340</u>	<u>\$2,611,054</u>	<u>\$ 47,934</u>	<u>\$ 7,890,321</u>	<u>\$12,114,110</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 497,186	\$ 503,857	99%
Landowner contribution	36,036	36,036	-	N/A
Lot closing assessments	-	6,671	-	N/A
Total revenues	<u>36,036</u>	<u>539,893</u>	<u>503,857</u>	107%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	48,000	48,000	100%
Legal	18,287	67,376	50,000	135%
Engineering	1,800	10,150	7,500	135%
Audit	-	6,500	6,500	100%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	2,000	2,000	100%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	5,500	5,500	100%
DSF accounting & assessment rolls - Series 2022	458	5,500	5,500	100%
Telephone	17	200	200	100%
Postage	68	484	500	97%
Printing & binding	42	500	500	100%
Legal advertising	65	2,690	6,500	41%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	89	500	18%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>25,362</u>	<u>163,704</u>	<u>152,740</u>	107%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	4,423	20,349	50,120	41%
Repairs & maintenance	-	169	12,000	1%
Electricity	-	-	3,600	0%
Landscape maint.				
Maintenance contract	35,160	254,667	252,885	101%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	226	98,183	12,000	818%
Uncoded expense	-	7,500	-	N/A
Total field operations	<u>39,809</u>	<u>380,868</u>	<u>351,105</u>	108%
Total expenditures	<u>65,171</u>	<u>544,572</u>	<u>503,845</u>	108%
Excess/(deficiency) of revenues over/(under) expenditures	(29,135)	(4,679)	12	
Fund balances - beginning	21,850	(2,606)	1,618,095	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	(7,285)	(7,285)	12	



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Fund balances - ending	<u>\$ (7,285)</u>	<u>\$ (7,285)</u>	<u>\$ 1,618,107</u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 951,755	\$ 1,112,587	86%
Lot closing assessments	-	160,832	-	N/A
Interest	6,153	60,394	-	N/A
Total revenues	<u>6,153</u>	<u>1,172,981</u>	<u>1,112,587</u>	105%
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal	-	405,000	405,000	100%
Interest	-	707,956	707,955	100%
Total debt service	<u>-</u>	<u>1,112,956</u>	<u>1,112,955</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	6,153	60,025	(368)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(4,656)</u>	<u>(43,351)</u>	-	N/A
Total other financing sources	<u>(4,656)</u>	<u>(43,351)</u>	<u>-</u>	N/A
Net change in fund balances	1,497	16,674	(368)	
Fund balances - beginning	1,496,843	1,481,666	1,481,220	
Fund balances - ending	<u>\$ 1,498,340</u>	<u>\$ 1,498,340</u>	<u>\$ 1,480,852</u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 607,884	\$ 1,930,402	\$ 1,930,402	100%
Interest	9,247	89,376	-	N/A
Total revenues	<u>617,131</u>	<u>2,019,778</u>	<u>1,930,402</u>	105%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	640,000	640,000	100%
Interest	-	1,298,094	1,298,094	100%
Total debt service	<u>-</u>	<u>1,938,094</u>	<u>1,938,094</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	617,131	81,684	(7,692)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(52,143)	-	N/A
Total other financing sources	<u>-</u>	<u>(52,143)</u>	<u>-</u>	N/A
Net change in fund balances	617,131	29,541	(7,692)	
Fund balances - beginning	1,988,198	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 2,605,329</u>	<u>\$ 2,605,329</u>	<u>\$ 2,577,482</u>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 180	\$ 26,211
Total revenues	<u>180</u>	<u>26,211</u>
<b>EXPENDITURES</b>		
Construction costs	-	528,098
Total expenditures	<u>-</u>	<u>528,098</u>
Excess/(deficiency) of revenues over/(under) expenditures	180	(501,887)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	4,656	43,351
Transfer out	-	(3,849)
Total other financing sources/(uses)	<u>4,656</u>	<u>39,502</u>
Net change in fund balances	4,836	(462,385)
Fund balances - beginning	37,159	504,380
Fund balances - ending	<u>\$ 41,995</u>	<u>\$ 41,995</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 1,618,181	\$ 3,314,970
Impact fee credits	-	1,816,308
Interest & miscellaneous	33,415	530,418
Total revenues	1,651,596	5,661,696
<b>EXPENDITURES</b>		
Construction costs - project infrastructure	-	3,412,746
Construction costs - construction ED-2	504,501	4,809,309
Construction costs - construction ED-5	1,621,624	6,817,227
Construction costs - construction ED-6N	3,161,788	3,841,766
Total expenditures	5,287,913	18,881,048
Excess/(deficiency) of revenues over/(under) expenditures	(3,636,317)	(13,219,352)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	55,992
Total other financing sources/(uses)	-	55,992
Net change in fund balances	(3,636,317)	(13,163,360)
Fund balances - beginning	7,509,430	17,036,473
Fund balances - ending	\$ 3,873,113	\$ 3,873,113

**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 a Regular Meeting on October 5, 2023 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 “Bobby” Wanas	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock, LLP
Shawn Hindle	District Engineer
Michael Osborn	BTI

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:03 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**

**Consider Authorization of Staff to Execute  
Havenfield at Cross Prairie - Phase 2 Plat  
Mylar**

Mr. Eckert stated that, on behalf of the CDD, he has been working with the Developer of this parcel. He noted that the plat was submitted for advance review and it was very productive process that he encourages using in the future. He worked with Mr. Wanas to develop some

40 plat notes that they would like included on all plats pertaining to notifications to the District  
 41 Manager when work on land platted or owned by the CDD will be performed by others; those  
 42 notes are included on the plat. Some dedications to the CDD are on the plat for the property  
 43 and a request was made to include a "Dedication Acceptance" block in the plat. He thanked all  
 44 who worked on improving the plat and noted that it is consistent with the Resolution  
 45 authorizing the Chair and Vice Chair to authorize plats.

46

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, authorizing Staff to execute Havenfield at Cross Prairie - Phase 2 Plat Mylar, was approved.**

50

51

52 Mr. Wanas stated, per the agreement with the City Council, the local neighborhood  
 53 roads will be dedicated to the CDD.

54 Asked if the roads already platted and dedicated to the City in ED4 will remain with the  
 55 City or be conveyed to the CDD, Mr. Eckert stated, right now, the ownership stays with the  
 56 County and the City but the CDD is responsible for maintenance of those roads. He anticipates  
 57 the City or the County might issue a deed to the CDD for those roads. Going forward, the  
 58 maintenance of those roads will remain with the CDD.

59

**FOURTH ORDER OF BUSINESS**

**Ratification of Change Orders**

61

The following were presented and discussed:

62

- 63 **A. Jr. Davis Construction Company Change Order No. 001 ED6 Framework Roadway,**
- 64 **Phase 1, Civil Site Work**
- 65 **B. Jr. Davis Construction Company Change Order No. 004 Phase 1 Civil Work ED-5**

66

**On MOTION by Mr. Wanas and seconded by Mr. Mays, with all in favor, Jr. Davis Construction Company Change Orders No. 001 and 004, were ratified.**

67

68

69

70

**FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of August 31, 2023**

72

73



74 Mr. Torres presented the Unaudited Financial Statements as of August 31, 2023. He  
75 noted that expenditures are at 95% of budget and expenses will likely be slightly over budget  
76 due to some expenditures previously discussed.

77 Discussion ensued regarding irrigation invoices erroneously paid by the CDD following  
78 an irrigation meter transfer.

79 A Board Member stated that Toho Water Authority (Toho) billed the MI Homes HOA  
80 and, when payment is received, Toho will reimburse the CDD for those expenses.

81 Discussion ensued regarding Developer funding until assessment revenues are collected.

82 Mr. Eckert discussed the need to establish a Funding Agreement and a carry forward  
83 surplus during the next budget cycle so that funds are advanced until revenues are collected,  
84 whether it be as a credit against the Developer’s invoice or a reimbursement. The Board can  
85 approve the preparation of an Advance Funding Agreement today and, upon completion, it can  
86 be approved retroactive to October 1, 2023.

87

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of August 31, 2023, were accepted.**

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89  
90  
91

**On MOTION by Mr. Kramer and seconded by Mr. Mays, the Advance Funding Agreement, as discussed and subject to Developer Counsel review, was approved.**

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93  
94  
95  
96

**SIXTH ORDER OF BUSINESS**

**Approval of September 14, 2023 Regular Meeting Minutes**

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98  
99  
100

**On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the September 14, 2023 Regular Meeting Minutes, as presented, were approved.**

101  
102  
103  
104

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

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

108 Mr. Eckert reported the following:

- 109 ➤ The CDD provided all documents necessary for the Phase 5 high school closing.

110 ➤ A productive call was held with Counsel for Osceola County regarding the Clay Whaley  
111 Road bonding issue. The County agreed not to require the Performance and Completion Bond  
112 on the County form because the project is an extension of the Clay Whaley Phase I Project,  
113 where it is not required.

114 ➤ The Boundary Amendment was approved by the City. Staff is continually attempting to  
115 schedule a hearing with the County regarding the Boundary Amendment and another pending  
116 petition.

117 A Board Member thanked Mr. Eckert for his assistance and noted that the school district  
118 closing occurred on Monday.

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

120 Mr. Hindle discussed recurring flooding on Cross Prairie Parkway south of Kissimmee  
121 Park Road. Mr. Wanas did a good job informing about the actual cause. It was discovered that  
122 significant amounts of trash and debris enters the bio swale that conveys water to the ponds  
123 and blocks the ability for water to flow into the pond. He stated Mr. Ray Stengle met with him  
124 to survey the area. He would like the CDD to implement an Index 425-052, which involves  
125 excavating one side down the inlet, cutting a slot and building a pad out from the inlet. Mr.  
126 Stengle would rather the trash be in the pond and in the pipes rather than blocking the flow, as  
127 the trash cannot effectively be policed at the construction site. Mr. Stengle is not directing that  
128 right now; the inquiry was transmitted to Public Works and an update will be provided.

129 Discussion ensued regarding the proposed solution, waterflow, the condition of the  
130 pipes and the need for a long-term measure, including the best plants for weed control.

131 Mr. Wanas stated he worked with District Counsel on a letter to be sent to the adjacent  
132 builder, Meritage Homes, to inform them of the problems they have been causing. The  
133 consensus was that Meritage Homes is causing most of the damage to CDD property.

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

135 **▪ JR Davis Construction Company ED6 Request for Change Order #05, RM: Upsize**

136 **This item was an addition to the agenda.**

137 Mr. Wanas presented JR Davis ED6 Request for Change Order # 05 RM. This is a Change  
138 Order to the original contract for the ED6 roadway construction related to upsizing some piping

139 in coordination with Hanson, Walter & Associates, Inc., at the intersection of Cross Prairie  
140 Parkway and Kissimmee Park Road for a total of \$43,743.96.

141 A Board Member stated the work must be done now as the pipes will be under the road.

142

143 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, JR**  
144 **Davis Company ED6 Request for Change Order #05 RM related to upsizing**  
145 **pipng, adding \$43,743.96 to the original contract, was approved.**

146

147

148 Mr. Hindle stated the Utility Plans for Kissimmee Park Road will be submitted on  
149 Monday. He provided a brief update and responded to questions.

150

- **NEXT MEETING DATE: November 2, 2023 at 9:00 A.M.**

151

- **QUORUM CHECK**

152

The next meeting will be held on November 2, 2023, unless canceled.

153

154 **EIGHTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

155

156 There were no Board Members' comments or requests.

157

158 **NINTH ORDER OF BUSINESS**

**Public Comments**

159

160 There were no public comments.

161

162 **TENTH ORDER OF BUSINESS**

**Adjournment**

163

164

165 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**  
166 **meeting adjourned at 9:31 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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174  
175  
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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 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 2, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>December 7, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 2, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 6, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>September 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>