

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

October 3, 2024

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

September 26, 2024

Board of Supervisors
Edgewater East Community Development District

ATTENDEES:

Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on October 3, 2024 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. Ratification of Down to Earth Agreement for Landscape and Irrigation Maintenance Services, Cross Prairie Parkway
4. Consideration of Resolution 2025-01, Authorizing District Manager Wrathell, Hunt & Associates, LLC to Establish an Insured Cash Sweep Account at Bank United for the Force Main Construction Account of the District and Appoint Signors on the Account and Providing an Effective Date
5. Consideration of FMSbonds, Inc. Rule G-17 Disclosure
6. Ratification of Publication of CPP North Framework RD Request for Proposals and Evaluation Criteria
7. Consideration of DoodyCalls of Orlando Proposal for Full-Service Pet Waste Station Service and Installation Program
8. Acceptance of Unaudited Financial Statements as of August 31, 2024
9. Approval of September 5, 2024 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*

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

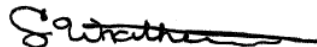
- NEXT MEETING DATE: November 7, 2024 at 9:00 AM (Landowners' Meeting and Regular Meeting)
 - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN MAYS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROBERT WANAS	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests
12. Public Comments
13. 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

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**AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES BETWEEN EDGEWATER EAST COMMUNITY DEVELOPMENT
DISTRICT AND DOWN TO EARTH, CROSS PRAIRIE PARKWAY**

THIS AGREEMENT (the “Agreement”) is made and entered into this 1st day of October 2024, 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

SSS Down to Earth OPCO LLC d/b/a Down to Earth, an Ohio limited liability company, with local address of 500 Winderley Place, Suite 222, Maitland, Florida 32751 (“Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for the Cross Prairie Parkway and ponds, located within the District; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)** for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole

discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District.

I. **Compliance with Laws.** The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. **Subcontractors.** Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. **Independent Contractor Status.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor

employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from **October 1, 2024, to September 30, 2025**, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall be eligible for two one-year renewals, beginning October 1, 2025.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor **Sixteen Thousand Two Hundred Thirty-Nine Dollars and Seventy-Five Cents (\$16,239.75)** per month, for a total annual amount of **One Hundred Ninety-Four Thousand Eight Hundred Eighty-Seven Dollars (\$194,887.00)**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District on or before the first day of the month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida*

Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

4. 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, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, 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. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor agrees to indemnify, defend, and hold harmless the District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees from

and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement.

7. MISCELLANEOUS PROVISIONS

A. *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 damages, injunctive relief, 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.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the

conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the Substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. 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 Contractor.

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

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the 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

With a copy to: BTI Partners, LLC
4798 New Broad Street
Orlando, Florida 32814

B. If to Contractor: SSS Down to Earth OPCO, LLC
d/b/a Down to Earth
500 Winderley Place
Suite 222
Maitland, Florida 32751
Attn: *Dennis Milavec*

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 Contractor may deliver Notice on behalf of the District and 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.

Additionally, all Notices, reports, and communications regarding the Agreement shall be sent to the following via email and telephone, as indicated below:

Mike Osborn, at mosborn@btipartners.com

Bobby Wanas, at bwanas@btipartners.com

Antonio D. Shaw, at shawa@whhassociates.com

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *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, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY PHONE AT (561) 571-0010, BY EMAIL AT INFO@EDGEWATEREASTCDD.NET, OR BY MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. *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.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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 any doubtful language will not be interpreted or construed against any party.

P. *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.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095,

Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

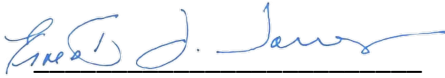
S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

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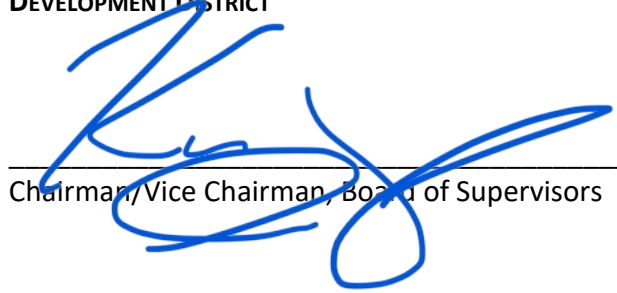
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**



Secretary



Chairman/Vice Chairman, Board of Supervisors

Witness:

**SSS DOWN TO EARTH OPCO LLC D/B/A
DOWN TO EARTH**



Signature of Witness

By: 

Dennis Millavec
Print Name

Print Name: Corvin Farmer

Title: Regional Operations Leader

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

EXHIBIT A
Scope of Services



Exhibit A

LANDSCAPE & IRRIGATION PROPOSAL

CROSS PRAIRIE PARKWAY AND PONDS
Edgewater East Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Pricing Summary

Base Maintenance		\$194,887.00	Annually
Irrigation	Maintenance	\$10,317.00	Annually
Fertilization / Pest Control Services		\$16,690.00	Annually
Maintenance of trail along Turnpike	Included		
Total		\$194,887.00	
<i>Monthly</i>		<i>\$16,239.75</i>	

Pricing valid for 30 days.

There is a warranty on the material through the first year of maintenance.
DTE will continue the warranty for the 2nd year of the contract only if awarded.

Pricing from supplied construction plans

ADDITIONAL SERVICES

Pricing for additional services is subject to change based on current market rates at time of quote.

<u>Service</u>	<u>Quantity</u>	<u>Contract or Additional</u>	<u>Price</u>	<u>Unit</u>
Mulch	Per Yard	Additional	\$75	Per CY
Annuals 4" Pots	Per install/rotation	Additional	\$ 2.95	Per Each
Standard Palms	Per Palm Trim	Additional	\$55	Per Trim
Washingtonian Palm	Per Palm Trim	Additional	\$65	Per Trim
Specialty Palm	Per Palm Trim	Additional	\$ 165	Per Each
Leaf Cleanup	Per Hour	Additional	\$75	Per Hour

PROPOSED TERMS & SCOPE OF SERVICES

LANDSCAPE MAINTENANCE PROGRAM

TURF GRASS SPECIFICATIONS

i. **Mowing**

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2 1/2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3", depending on seasonal requirements.

ii. **Edging**

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings, approx 42 times annually. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.



iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas, approx 42 times annually.

iv. Debris Removal

DTE shall remove all landscape debris generated on the property during schedule landscape maintenance, including naturally fallen palm fronds. Trash removal shall include both trash and vegetation build-up throughout the bio-swale and at bio-swale inlets to allow for positive drainage. Debris removal / portering services shall occur 52 visits (once per week) per year and seasonal leaf removal is included as part of the service package. DTE will inspect the site once per week for damage and report to customer accordingly.

v. Fertilization

Irrigated Turf shall be fertilized up to four (4) times per year (Jan, Mar, May, Oct) as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

* As one of the applications, an Arena Insecticide application for St Augustine is done in May before the start of cinch bug season.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost. All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.



DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

Fert

PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure at a frequency no less than 6 rotations per year.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise. Ornamental grasses will be trimmed once per year.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet. This is included in the base maintenance package.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually. This is included in the base maintenance package.

DTE can provide service for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

vii. Insect and Disease Control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. **Weed Control**

Open ground between plants shall be maintained in a condition of acceptable weed density with weeds taller than 4 inches be pulled manually by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.



IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE shall include an irrigation damage allowance for the repair of (8) standard irrigation heads and filters monthly, repaired at no additional charge to the customer. DTE must submit requests for additional repairs above the irrigation damage allowance to customer and receive written acceptance prior to additional repairs. Customer may authorize up to \$500 per month through written acceptance without CDD Board approval.

MULCHING

Mulch is not provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are not provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.



ADDITIONAL SERVICES

DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from Customer. Rates for labor shall be provided upon request.

Scope Calendar

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	21
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Fertilization	✓		✓		✓					✓			4
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	52
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
PLANT BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	52
Fertilization				✓						✓			2
Prune	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Disease Control		✓		✓		✓			✓		✓		6
Insect Control		✓		✓		✓			✓		✓		6
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control Tree Rings	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Pruning up to 12' hgt.		✓			✓			✓			✓		4
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Monthly Wet Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Porter Debris/ Litter Removal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	52

The scope above is representative of services, there may be times where weather conditions impact the planned service schedule. Additionally, fertilization and other chemical applications may vary based on local conditions. Standard Irrigation rates apply during business hours of 7am to 5pm, Monday to Friday. Off-hour's work requires a 50% premium to the rate.

EXHIBIT B
Landscape Maintenance Map



Exhibit B

Property Service Map

Property Address: Cross Prairie Pkwy and Clay Whaley Rd, St Cloud, FL 34772, USA

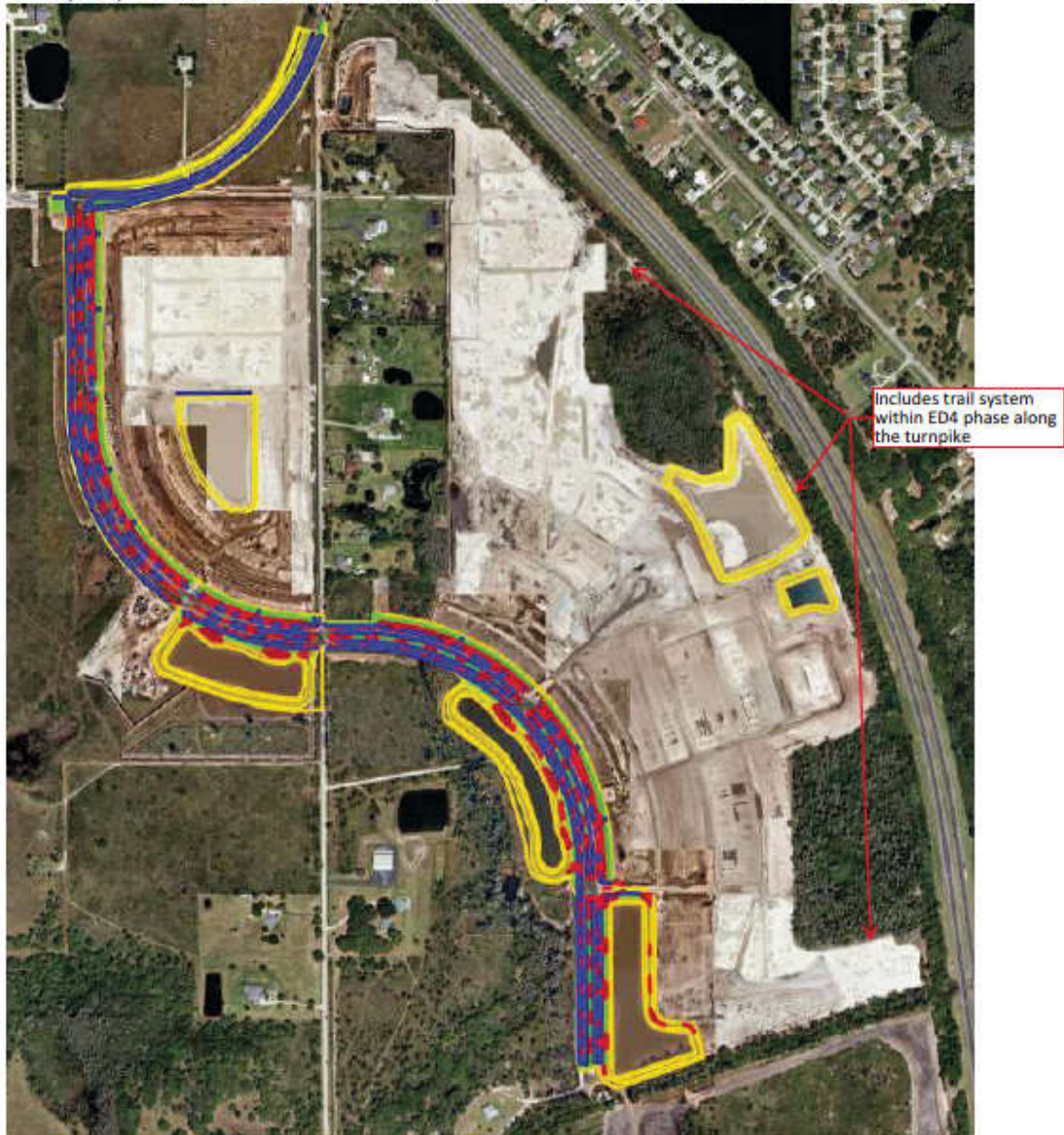


EXHIBIT C
Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Agreement Between the Edgewater East Community Development District and SSS Down To Earth Opco LLC d/b/a Down To Earth for Landscape and Irrigation Maintenance Services, Cross Prairie Parkway*, effective October 1, 2024 (the "Agreement"), 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 (the "District"), and

SSS DOWN TO EARTH OPCO LLC D/B/A DOWN TO EARTH, an Ohio limited liability company ("Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, the District hereby engages the services of Contractor to perform the additional work described in Exhibit A, attached hereto ("Additional Services"). None of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO LLC
D/B/A DOWN TO EARTH**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT MANAGER WRATHELL, HUNT & ASSOCIATES, LLC, TO ESTABLISH AN INSURED CASH SWEEP ACCOUNT AT BANK UNITED FOR THE FORCE MAIN CONSTRUCTION ACCOUNT OF THE DISTRICT AND APPOINT SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District's Board of Supervisors desires to establish an Insured Cash Sweep Account at Bank United for the District's Force Main Construction Account and appoint the District Chair, Treasurer and Assistant Treasurer as signors on the account.

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

SECTION 1. District Manager, Wrathell, Hunt & Associates, LLC, is directed to establish an Insured Cash Sweep Account at Bank United for the District's Force Main Construction Account.

SECTION 2. The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the account.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd day of October, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

5

fmsbonds
Municipal Bond Specialists

September 24, 2024

Edgewater East Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attention: Mr. Craig Wrathell

Re: Edgewater East CDD, Series 2024 Bonds

Dear Mr. Wrathell:

We are writing to provide you, as the Edgewater East Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

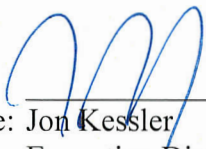
accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

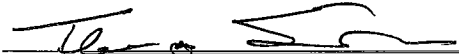
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

By: _____

**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of FMSbonds, Inc. and attest that FMSbonds, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

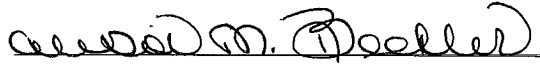
FMSbonds, Inc.

By: 
Print Name: _____
Print Title: _____

STATE OF Florida
COUNTY OF Miami-Dade

**Theodore A. Swinarski
Senior Vice President-Trading
FMSbonds, Inc.**

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7 day of August, 2024, by Theodore Swinarski, as SVP-Trading of FMSbonds, Inc., a Florida corporation, who is personally known to me, or produced _____ as identification.

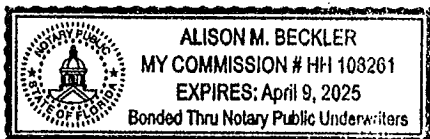


Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: Alison M. Beckler

My commission expires: 4-9-25



EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

6

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR CROSS PRAIRIE PARKWAY NORTH
FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK
AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS**
Osceola County, Florida

The Edgewater East Community Development District (“**District**”) hereby requests proposals from firms to provide labor, materials, equipment, and construction services necessary for the District’s Cross Prairie Parkway North (CPP-North) Framework Roadway, Phase 1, Civil Site Work (“**Project**”). The Project will require 4-lane full roadway section construction of approximately 0.54 miles of Framework Roadway extending south from Clay Whaley Road to the southern property line of the proposed Edgewater East Urban Center within the Edgewater East community. Construction to include utility trunk lines with connection at Clay Whaley Road (approx. 1,236 LF of 12” and 1,518 LF of 16” hdpe watermain; 1,769 LF of 20”, 1,045 LF of 24” hdpe reclaimed; 1,770 LF of 12” and 1,046 LF of 16” hdpe force main). The Project is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project prepared by GAI Consultants, Inc. (“**Engineer of Record**”) and distributed by Hanson, Walter & Associates, Inc. (“**District Engineer**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating, and maintaining community infrastructure improvements for the community of Edgewater.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in Osceola County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

The Project Manual, consisting of the instructions to proposers, contract, proposal form, forms of agreement, technical specifications, plans/blueprints, and other materials, will be available from the District Engineer beginning **October 4, 2024 at 11:00 a.m.** (hard copies are not available). The Project Manual retrieval process will be as follows:

1. Email the District Engineer at shindle@hansonwalter.com. Include in the subject line: “Request Edgewater East CDD – Cross Prairie Parkway North Roadway, Phase 1, Civil Site Work Project Manual”
2. Bidder will receive two emails, one from the District Engineer confirming receipt of the request and the other from the One Drive titled Edgewater East – Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work containing access instructions. (check your junk mail if not received).
3. Open the email from One Drive and follow instructions to retrieve the Project Manual.

For questions regarding the procedures to retrieve the Project Manual, please call the District Engineer at (407) 847-9433. Please note that phone inquiries are limited to procedural assistance requesting or retrieving the Project Manual; any substantive questions regarding the Project Manual or the Project must be submitted in writing as noted herein.

The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have

indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting.

There will be a **pre-proposal conference October 15, 2023 at 2:00 p.m.** All interested parties are encouraged to submit questions and comments related to the pre-proposal conference to the District Engineer in advance at shindle@hansonwalter.com, to facilitate consideration of such questions and comments during the meeting.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format, Schedule of values in an Microsoft Excel and PDF format, all documents included on a USB flash drive) of the required proposal no later than **November 5, 2024 at 11:00 a.m. (EST)**, at the District Engineer's Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**District Engineer's Office**") (or at an alternative location to be determined and announced). Bids received after that time will not be considered. Additionally, each Proposer shall supply a bid bond, or cashier's check, made payable to the District and in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation "RESPONSE TO PROPOSAL FOR EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT – CROSS PRAIRIE PARKWAY NORTH FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK." The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of ninety (90) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of Seventy-Five Thousand Dollars (\$75,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The successful proposer will be required upon award to furnish a payment and performance bond for one hundred twenty five percent (125%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

A. NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held on **November 5, 2024 at 11:00 a.m. (EST)** at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("**Board**") will be made at that time. A copy of the agenda for the meeting can be obtained from Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com.

It is anticipated that the special meeting will be held in person at the District Engineer's Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. Information about

how the meeting will occur, assistance connecting to the meeting, or arranging further accommodations for participation, and an electronic copy of the agenda may be obtained by contacting the District Manager at 561-571-0010, or by emailing wraithellc@whhassociates.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at 561-571-0010, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to Shawn Hindle, P.E., District Engineer, at shindle@hansonwalter.com, with e-mail copies to Craig Wrathell, District Manager, at wraithellc@whhassociates.com, and Michael Eckert, District Counsel, at Michael.Eckert@KutakRock.com. No phone inquiries please.

Shawn Hindle, P.E.

District Engineer

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

7

DoodyCalls of Orlando
5701 Surprise Lily Dr
Winter Garden, FL 34787
Cell: 407-967-3786
Email: jjohnson@doodycalls.com



Edgewater East CDD

To: Antonio Shaw
Date: September 25, 2024

The following is a proposal for a full-service pet waste station service and installation program.



Contents

SECTION 1: OFFICIAL PROPOSAL.....	3
SECTION 2: OTHER REMARKS	4



SECTION 1: OFFICIAL PROPOSAL

PRICE AUTHORIZATION

This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiation, representations, or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. This contract is valid for October 1, 2024 – September 30, 2025. Any termination of this agreement will require 30 days of notice.

Contractor Name DoodyCalls of Orlando

Address 5701 Surprise Lily Dr

City, State, Zip Winter Garden, FL 34787

Telephone 407-967-3786

Date 09/25/24

PROPOSAL A: Bi-Weekly Service with 3 stations

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment, and services necessary to perform the Pet Waste Station Services for the below stated project, for an annual fee of (inclusive of all state and local sales tax): **BID SUMMARY**

SERVICES BID:

Service Description	Unit	Unit Cost	Weekly Totals
Pet Waste Station Management – Every Other week	3 units	\$14.00/ea	\$42.00
Trash Removal Service – Every Other Week	9 units	\$10.00/ea	\$90.00
Total per Visit			\$132.00
Total - Yearly			\$3,432.00

Notes:

- Price includes costs associated with pet waste station roll bags utilized for single-use waste pickup from residents.
- Pet waste station price includes liners for the pet waste stations.
- Trash removal price includes 65-gallon trash replacement bag for each trash can.
- We also provide cleaning services which includes scooping of all common areas, dog parks, etc., for any remaining pet waste, litter, cigarette butts, etc. for an additional charge based upon the overall size of the area to be cleaned



- All DoodyCalls Doggie Waste Bags are 0.9 mm thick, making them one of the most tear-resistant bags available.

SECTION 2: OTHER REMARKS

DoodyCalls Additional Value-Added Services:

Value Added Suggestions and Services for your residents and Management staff.

- Incorporate or increase your "Pet Rent" policy onto existing, new, or renewing residents to help with the expense of the Pet Waste Management services
- Incorporate DoodyCalls waste removal services into your overall waste management allocation to the residents
- Provided copy of property Site Plan to give to residents showing location of pet waste stations. Updating as necessary with new installations
- Resident Compliance handout/mailout to help educate dog-owning residents on "Why you need to pick up after your pet". Typically includes letter from the management company stating "why" we made this investment, site map showing station locations, Pet Waste dangers, Pooper Scooper Law, etc

Why Doody Calls:

- We maintain and service your existing and future pet waste stations (replacement of can liners, litter bags, station maintenance)
- We sell, install, and service quality DC branded pet waste stations and waste baggies
- We clean and sterilize our equipment between scoopings (one property to the next)
- We will save you money on the expense of competitor litter bags and can liners
- We work with property management to design a pet waste station plan that meets Federal Fair Housing and American with Disabilities Act guidelines



- We will work with property management to drive resident compliance and enforce city "Pooper Scooper Law"
- Upon request, we leave with the office our Community Work Order form indicating our arrival on site and the products/services performed
- We communicate with management on any exterior observations we find during service visit
- We are fully insured and drive clearly marked DoodyCalls service vehicles
- Our employees are uniformed, courteous, and professional
- We are "GREEN" driven

Terms and Conditions

- Invoices will be sent monthly
- Payment terms NET 30
- No Contract - Cancellation of service requires 30 day written notice

Important Notes:

- DoodyCalls of Orlando is fully Workers Compensation insured
- All technicians are BulliRay Dog Bite Precaution Certified
- We are an approved VIVE Vendor

Additional Added Services:

- A complimentary radius of 6 feet will be cleaned around each pet waste station during each service. This will include litter, pet waste, cigarette butts etc.

I would like to sincerely thank The **Edgewater East CDD** for the opportunity to offer our pet waste and litter management services as part of your overall amenities offering and resident acquisition/retention strategies. If you have any questions or comments regarding the **DoodyCalls** offer, please do not hesitate to contact me.

Thank you,

Jesse Johnson – Owner, DoodyCalls



Agreement Acceptance

Proposal(s) Selected: A

Dispenser: Roll

Owner/Owner Representative:

_____(Print)

_____(Sign) _____(Date)

DoodyCalls:

_____(Print)

_____(Sign) _____(Date)

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2024**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 593,430	\$ -	\$ -	\$ -	\$ -	\$ 593,430
Investments						
Revenue	-	258,216	138,243	-	-	396,459
Reserve	-	556,290	1,946,352	-	-	2,502,642
Prepayment	-	-	1,663	-	-	1,663
Construction	-	-	-	58,723	-	58,723
Project infrastructure	-	-	-	-	2,801,794	2,801,794
Construction - E2	-	-	-	-	34	34
Construction - E5	-	-	-	-	10	10
Construction - E6N	-	-	-	-	11	11
Cost of issuance	-	10,914	-	-	-	10,914
Accounts receivable	96	-	-	-	-	96
Due from M/I Homes of FL	8,013	-	-	-	-	8,013
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 607,264</u>	<u>\$ 825,420</u>	<u>\$2,086,258</u>	<u>\$ 58,723</u>	<u>\$ 2,801,849</u>	<u>\$ 6,379,514</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 998,323	\$ 998,323
Retainage payable	-	-	-	-	776,139	776,139
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>21,000</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>1,774,462</u>	<u>1,801,187</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	8,013	-	-	-	-	8,013
Total deferred inflows of resources	<u>8,013</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,013</u>
Fund balances:						
Restricted for:						
Debt service	-	825,420	2,080,533	-	-	2,905,953
Capital projects	-	-	-	58,723	1,027,387	1,086,110
Unassigned	578,251	-	-	-	-	578,251
Total fund balances	<u>578,251</u>	<u>825,420</u>	<u>2,080,533</u>	<u>58,723</u>	<u>1,027,387</u>	<u>4,570,314</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 607,264</u>	<u>\$ 825,420</u>	<u>\$2,086,258</u>	<u>\$ 58,723</u>	<u>\$ 2,801,849</u>	<u>\$ 6,379,514</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 181,455	\$ -	N/A
Assessment levy: off-roll	-	822,377	992,733	83%
Total revenues	-	1,003,832	992,733	101%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	44,000	48,000	92%
Legal	10,869	60,860	50,000	122%
Engineering	-	14,570	7,500	194%
Audit	-	6,500	6,500	100%
Arbitrage rebate calculation	-	750	1,500	50%
Dissemination agent	167	1,833	2,000	92%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	5,042	5,500	92%
DSF accounting & assessment rolls - Series 2022	458	5,042	5,500	92%
Telephone	17	183	200	92%
Postage	113	479	500	96%
Printing & binding	42	458	500	92%
Legal advertising	1,604	7,366	6,500	113%
Annual special district fee	-	175	175	100%
Insurance	-	5,785	5,750	101%
Contingencies/bank charges	-	127	500	25%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	17,728	162,147	152,990	106%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	4,592	45,465	80,114	57%
Repairs & maintenance	-	-	24,386	0%
Electricity	-	-	6,586	0%
Lake maintenance	-	3,495	-	N/A
Landscape maint.				
Maintenance contract	26,165	193,879	542,610	36%
Plant replacement	-	-	17,857	0%
Landscape contingency	-	24,209	8,927	271%
Irrigation	3,936	11,881	156,774	8%
Total field operations	34,693	278,929	839,754	33%
Other fees & charges				
Tax collector	-	18,415	-	N/A
Total other fees & charges	-	18,415	-	N/A
Total expenditures	52,421	459,491	992,744	46%
Excess/(deficiency) of revenues over/(under) expenditures	(52,421)	544,341	(11)	
Fund balances - beginning	630,672	33,910	20	
Unassigned	578,251	578,251	9	
Fund balances - ending	\$ 578,251	\$ 578,251	\$ 9	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 712,646	\$ -	N/A
Assessment levy: off-roll	-	267,338	1,112,587	24%
Interest	3,424	58,503	-	N/A
Total revenues	<u>3,424</u>	<u>1,038,487</u>	<u>1,112,587</u>	93%
EXPENDITURES				
Debt Service				
Principal	-	420,000	420,000	100%
Interest	-	697,830	697,830	100%
Total debt service	<u>-</u>	<u>1,117,830</u>	<u>1,117,830</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3,424	(79,343)	(5,243)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(2,323)</u>	<u>(593,577)</u>	-	N/A
Total other financing sources	<u>(2,323)</u>	<u>(593,577)</u>	-	N/A
Net change in fund balances	1,101	(672,920)	(5,243)	
Fund balances - beginning	824,319	1,498,340	1,487,480	
Fund balances - ending	<u>\$ 825,420</u>	<u>\$ 825,420</u>	<u>\$ 1,482,237</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Lot closing assessments	-	101,864	-	N/A
Interest	8,780	104,558	-	N/A
Total revenues	<u>8,780</u>	<u>1,528,940</u>	<u>1,930,402</u>	79%
EXPENDITURES				
Debt service				
Principal	-	660,000	660,000	100%
Principal prepayment	25,000	115,000	-	N/A
Interest	242	1,278,736	1,278,894	100%
Total debt service	<u>25,242</u>	<u>2,053,736</u>	<u>1,938,894</u>	106%
Excess/(deficiency) of revenues over/(under) expenditures	(16,462)	(524,796)	(8,492)	
Fund balances - beginning	<u>2,096,995</u>	<u>2,605,329</u>	<u>2,570,779</u>	
Fund balances - ending	<u><u>\$ 2,080,533</u></u>	<u><u>\$ 2,080,533</u></u>	<u><u>\$ 2,562,287</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 234	\$ 7,332
Total revenues	<u>234</u>	<u>7,332</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>20,363</u>
Total expenditures	<u>-</u>	<u>20,363</u>
Excess/(deficiency) of revenues over/(under) expenditures	234	(13,031)
OTHER FINANCING SOURCES/(USES)		
Transfer in	2,323	593,577
Transfer out	<u>-</u>	<u>(563,039)</u>
Total other financing sources/(uses)	<u>2,323</u>	<u>30,538</u>
Net change in fund balances	2,557	17,507
Fund balances - beginning	56,166	41,216
Fund balances - ending	<u><u>\$ 58,723</u></u>	<u><u>\$ 58,723</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 5,281,317
Impact fee credits	1,618,042	3,698,808
Interest & miscellaneous	1,047	142,166
Total revenues	<u>1,619,089</u>	<u>9,122,291</u>
EXPENDITURES		
Construction costs - project infrastructure	976,688	1,987,755
Construction costs - construction ED-2	-	2,818,844
Construction costs - construction ED-5	(126,248)	2,696,815
Construction costs - construction ED-6N	(96,712)	6,013,754
Total expenditures	<u>753,728</u>	<u>13,517,168</u>
Excess/(deficiency) of revenues over/(under) expenditures	865,361	(4,394,877)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	563,039
Total other financing sources/(uses)	<u>-</u>	<u>563,039</u>
Net change in fund balances	865,361	(3,831,838)
Fund balances - beginning	162,026	4,859,225
Fund balances - ending	<u>\$ 1,027,387</u>	<u>\$ 1,027,387</u>

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 September 5, 2024 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 Kramer	Assistant Secretary
Robert "Bobby" Wanas	Assistant Secretary
Justin Onorato	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Antonio Shaw (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Kate John	District Counsel
Peter Glasscock	District Engineer
David D'Ambrosio	BTI Partners

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:08 a.m. Supervisors Kramer, Onorato and Wanas were present. Supervisors Mays and Breakstone were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Amendment #1 to
Wrathell, Hunt and Associates, LLC
Agreement for Management Services**

Mr. Torres presented Amendment #1 to the Wrathell, Hunt and Associates, LLC Agreement for Management Services, related to the addition of Field Operations Services. He noted that this expenditure is included in the Fiscal Year 2025 budget.

The Board and Staff discussed the scope of service for Field Operations, which includes management of landscaping and lake management contracts, monitoring contractors and builders, serving as liaison to the HOA, attending meetings and providing monthly reports.

Mr. Shaw discussed his experience managing HOAs and CDDs and working with Developers and new communities.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Amendment #1 to the Wrathell, Hunt and Associates, LLC Agreement for Management Services, in the amount of \$17,500 for the addition of Field Operations Services, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Hanson, Walter & Associates, Inc. Proposal for Offsite Force Main Construction Management/Engineering Inspection Services HWA Job #4288-13-05

Mr. Torres presented the Hanson, Walter & Associates, Inc., proposal for Offsite Force Main Construction Management/Engineering Inspection Services.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the Hanson, Walter & Associates, Inc., Proposal for Offsite Force Main Construction Management/Engineering Inspection Services, HWA Job #4288-13-05, in the amount of \$26,000 per month for a total of \$312,000 annually, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Force Main Construction Agreement – Kissimmee Park Road (in substantial form

Ms. John stated the Agreements in the Fifth and Sixth Orders of Business are related. She presented the Force Main Construction Agreement for Kissimmee Park Road, between Edgewater East CDD, Edgewater West CDD, the Tohopekaliga Water Authority (Toho) and other entities, which provides that Toho agrees to upsizing that is not required for the project.

Ms. John stated that all Supervisors present will complete Form 8B to declare a conflict, as they serve on both the Edgewater East CDD and Edgewater West CDD Boards, which are

parties to the Agreement. According to Florida Law they can still vote on the Agreement because theirs are Landowner-elected Seats.

On MOTION by Mr. Onorato and seconded by Mr. Kramer, with all in favor, the Force Main Construction Agreement for Kissimmee Park Road, in substantial form, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Construction Agreement with Jr. Davis Construction Company, Inc. [Cross Prairie Parkway to Cord Avenue Offsite Force Main] (in substantial form)

Mr. Torres presented the Construction Agreement with Jr. Davis Construction Company, Inc., for Cross Prairie Parkway to the Cord Avenue Offsite Force Main.

The Board and Staff discussed the Agreement. It was noted that the Agreement should include liquidated damages.

A Board Member asked Mr. Torres if District Management manages any of the other CDDs participating in the force main project costs. Mr. Torres replied affirmatively. Asked if Edgewater East CDD will establish a standalone account for the construction of this force main, and if other CDDs, entities and/or owners are required to pay their share within a certain number of days of the Agreement, Mr. Torres replied affirmatively.

Asked if a standalone report focusing on the force main and documenting amounts received and the contract amount will be provided, a Board Member stated that a report was discussed over the past few months. He thinks that Mr. Eckert was careful in his review to ensure that the language in the overall Agreement indicates that it is a separate account and a separate ledger that will be shared monthly with every entity that signed the Agreement.

Mr. Torres was asked to make sure District Management Staff has read the Agreement and that all the guidelines are followed.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the Construction Agreement with Jr. Davis Construction Company, Inc., for the Cross Prairie Parkway to Cord Avenue Offsite Force Main, in substantial form, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of GAI Consultants, Inc.
Proposals for ED6 CPP Ph. 2 Roadway**

The Board and Staff discussed the following:

A. Bidding Consultation Services

It was noted that this item relates to assisting with the Request for Proposals (RFP) bidding process, at a cost of \$8,500.

B. Construction Administration Services

It was noted that this item does not relate to CEI services; it is only for administrative services for the Engineer of Record, for certifications and other related actions they must take, at a cost of \$4,250 monthly with an estimated total of \$34,000.

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the GAI Consultants, Inc., Proposals for ED6 CPP Ph. 2 Roadway, for Bidding Consultation Services, in the amount of \$8,500; and for Construction Administration Services, in the amount of \$4,250 per month, were approved.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of July 31, 2024**

On MOTION by Mr. Onorato and seconded by Mr. Kramer, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

NINTH ORDER OF BUSINESS**Approval of August 1, 2024 Public Hearings
and Regular Meeting Minutes**

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the August 1, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

- **Update: Assessment Area 3 Financing**

Ms. John stated that a Supplemental Engineer's Report and a Supplemental Methodology Report will be provided in the coming weeks. These, along with ancillary documents and a Delegation Resolution, are expected to be presented for consideration at the next meeting. It was noted that Assessment Area 3 includes 86 South.

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

There was no report.

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

- **NEXT MEETING DATE: October 3, 2024 at 9:00 AM**

- **QUORUM CHECK**

The next meeting will be held on October 3, 2024, unless canceled.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Discussion ensued regarding the BrightView landscaping contract, which expires on October 1, 2024. Mr. Torres stated that the contract value is below the \$195,000 threshold that would necessitate the RFP process. It was noted that Down to Earth (DTE) is currently doing a great job maintaining the E5 project, which they installed, and DTE is familiar with the site and provided a bid that is in line with BrightView's price for the same scope of work.

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, authorizing Mr. Wanas to work with Mr. Shaw to obtain proposals and authorizing the Chair or Vice Chair to execute, were approved.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Onorato and seconded by Mr. Kramer, with all in favor, the meeting adjourned at 9:32 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Antonio D. Shaw – Operations Manager
DATE: September 26, 2024
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- As agreed upon at the board of supervisors meeting held on September 5, 2024 Down to Earth will be taking over the entire landscaping responsibilities of the district effective October 1, 2024. Mr. Shaw will arrange a initial walk with Down to Earth to go over expectations and create an action plan. Brightviews last day of service was reported as of September 25, 2024 during a walk between Antonio D. Shaw (Operations Manager) and Craig Huston (Brightview Manager). During this walk it was agreed upon that Mr. Shaw would conduct a final inspection of their last service day to address outstanding items before the final payment will be rendered. Mr. Shaw's inspection will happen the week of October 1st.
- Down to Earth identified Ganoderma on 7 Chinese Fan Palms (3 on ED5 and 4 on Cross Prairie). I cross checked this with Christine Jackson from the UF Commercial Horticulture Extension. Christine advised *"I did stop by a few of the palms to look at them, I didn't see any fruiting bodies, but they are in decline. Who told you that they had Ganoderma? They could be correct but without a fruiting body (mushroom) it's difficult to confirm. It should be okay to take that one down and closely monitor the rest in case. The disease is soil borne but can also be spread via the air once mushrooms appear. I know it's a big investment to remove/ replace them but the faster the better so that it doesn't spread to other nearby palms."* There is only one palm (pictured below) with the mushroom Christine describes. While it doesn't exactly share the same soil as the 2 closest to it they are fairly close. Need direction as the recommendation is to address immediately.



- I had concerns with some of the islands on Cross Prairie as they were in serious decline. I requested Christine Jackson (UF) look at these areas as well and she reported *"I took a drive out to visit the site today to look at the grasses. My findings so far are that the areas where they are dying are too wet. I have attached some photos I took. The presence of Dollar Weed (the bright green plant) is a sign of over-watered soils, it only grows when there is an ample supply of water. A way to solve this issue is to adjust or reduce irrigation. Or to improve the drainage in the area, this could be simply as mounding the soil so that water drains better from around the grasses. I did a little bit of digging as well, the soil was quite moist to the touch and the dead grasses have signs of overwatering."* With Down to Earth set to take over maintenance effective October 1, 2024 I plan to get with their team, address the irrigation and come up with a plan for the islands.



- There were some dead trees aligning the pond near Prairie Preserve Run/Grassfield Ln. These trees were planted by MI Homes and reported to their team. They advised it would be taken care of.



MISC. FIELD OPERATION UPDATES

- Landscaping has been the primary focal point as I continue to get acclimated with the district. Over time the report will be expanded as I continue to familiarize myself with Edgewater East.



1:56

LTE



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Restaurants



Parks



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Treatment
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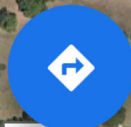


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**Down to Earth
Landscape & Irrigation**
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #96467

Customer Address

Billing Address

Physical Job Address

District AP
Edgewater East CDD
2300 Glades Road Suite 410W
Boca Raton, FL 33431

ED5 Roadway Phase 1

Job

Estimated Job Start Date

Proposed By

Due Date

remove and replace pine tree on
main blvd

September 18, 2024

Gabriel Wood

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$260.00
Slash Pine installed	1.5" Caliper	1	\$297.78	\$297.78
			Subtotal	\$557.78
Irrigation Repairs				
Irrigation Labor (Hide)				\$0.00
			Subtotal	\$0.00
			Job Total	\$557.78

Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Agreed & Accepted By:

Gabriel Wood

09/18/2024

Down to Earth
Landscape & Irrigation

Date

ED5 Roadway Phase 1

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #95602

Customer Address

Billing Address

Physical Job Address

District AP
Edgewater East CDD
2300 Glades Road Suite 410W
Boca Raton, FL 33431

ED5 Roadway Phase 1

Job
palm replacement

Estimated Job Start Date
September 9, 2024

Proposed By
Gabriel Wood

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Chinese Fan Palm - single (14'OA)	8' CT	7	\$850.00	\$5,950.00
Enhancement Labor				\$5,200.00
			Subtotal	\$11,150.00
Irrigation Repairs				
Irrigation Labor (Hide)				\$0.00
			Subtotal	\$0.00
			Job Total	\$11,150.00

this proposal if for replacing any dead palms on the property

Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Agreed & Accepted By:

Gabriel Wood

Down to Earth
Landscape & Irrigation

Date

ED5 Roadway Phase 1

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	9:00 AM
November 7, 2024	Landowners' Meeting	9:00 AM
November 7, 2024	Regular Meeting	9:00 AM
December 5, 2024	Regular Meeting	9:00 AM
January 9, 2025*	Regular Meeting	9:00 AM
February 6, 2025	Regular Meeting	9:00 AM
March 6, 2025	Regular Meeting	9:00 AM
April 3, 2025	Regular Meeting	9:00 AM
May 1, 2025	Regular Meeting	9:00 AM
June 5, 2025	Regular Meeting	9:00 AM
July 3, 2025	Regular Meeting	9:00 AM
August 7, 2025	Regular Meeting	9:00 AM
September 4, 2025	Regular Meeting	9:00 AM

Exception

**January meeting date is one (1) week later to accommodate New Year's Day.*