

**EDGEWATER EAST**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**November 7, 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**

October 31, 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 November 7, 2024, immediately following the adjournment of the Landowners' Meeting, scheduled to commence 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. Administration of Oath of Office to Newly Elected Supervisors (*the following to be provided under a separate cover*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Sample Form 1: Statement of Financial Interests/Instructions
  - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2025-02, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date
6. Ratification of OUC Easement for Underground Conduit, Infrastructure and Lines
7. Approval of Assignment of Impact Fee Credits (ED-5 Roadway, Phase 1 - TWA Upsizing Costs)

8. Approval of Temporary Construction Easement [Beazer Pond Reconfiguration for ED-4 and ED-5]
9. Approval of Sub-Permittee Authorization Agreement [Eagle Incidental Take Permit]
10. Approval of Cross Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work Evaluation Criteria; Authorization to Publish RFP
11. Consideration of Resolution 2025-05, Approving and Directing Reimbursement from the Series 2021 Acquisition and Construction Account to the Series 2022 Acquisition and Construction Account for Funds Advanced; Providing for Severability, Conflicts, and an Effective Date
12. Consideration of Bio-Tech Consulting Proposal No. 24-2060 for Environmental Services Maintenance and Monitoring
13. Acceptance of Unaudited Financial Statements as of September 30, 2024
14. Approval of October 3, 2024 Regular Meeting Minutes
15. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Hanson, Walter & Associates, Inc.*
  - C. Field Operations: *Wrathell, Hunt and Associates, LLC*
    - I. Down To Earth Estimates
      - a. #98716 Weed Mitigation [\$10,400]
      - b. #98850 Walking Trail Clean Up [\$1,625]
      - c. #99091 Irrigation Trouble Shooting on Cross Prairie Blvd [\$340]
      - d. #99734 Hurricane and Severe Weather Clean Up [\$3,400]
    - II. Down To Earth Landscape & Irrigation Estimates
      - a. #96602 PCO #2 Mowing Property Per Map - Clay Road [\$4364.25]
      - b. #96602 PCO #2 Mowing Property Per Map - Lift Station [\$4364.25]
    - III. The Lake Doctors, Inc. Water Management Agreement
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - Ratification of ED5 Landscape Maintenance Agreement

- Consideration of GAI Consultants Proposals
  - North Cross Prairie Parkway Construction Administration
  - North Cross Prairie Parkway Roadway - Bidding Assistance
- NEXT MEETING DATE: December 5, 2024 at 9:00 AM
  - QUORUM CHECK

|        |                |                                    |                                |                             |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 |                | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 |                | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | JUSTIN ONORATO | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | KEVIN KRAMER   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 |                | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

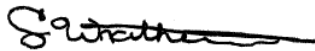
16. Board Members' Comments/Requests

17. Public Comments

18. 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**

# **4**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Edgewater East Community Development District ("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**, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners' meeting was held on November 7, 2024, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| SEAT | BOARD MEMBER | VOTES     |
|------|--------------|-----------|
| 1    |              | ___ Votes |
| 2    |              | ___ Votes |
| 5    |              | ___ Votes |

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

| SEAT | BOARD MEMBER | TERM OF OFFICE |
|------|--------------|----------------|
| 1    |              | ___ Year Term  |
| 2    |              | ___ Year Term  |
| 5    |              | ___ Year Term  |

Section 3. This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 2024.**

Attest:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Edgewater East Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District’s Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective November 7, 2024:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of November 7, 2024:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SECTION 3.** The following prior appointments By the Boar remain unaffected by this Resolution.

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2024.

ATTEST:

# EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**



ORLANDO UTILITIES COMMISSION  
UTILITY EASEMENT

(Edgewater ED-4, Tract F WR#839351)

THIS UTILITY EASEMENT, made and entered into this 29 day of October, 2024 by and between EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, whose address is 2300 Glades Road, Suite 410, W. Boca Raton, Florida 33431, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ST. CLOUD, a municipal corporation, whose address is 1300 9<sup>th</sup> Street, St. Cloud, Florida 34769, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, lessees and tenants, an easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power and communication services, together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild, underground wires, underground cables, underground conduits, underground equipment, one above ground pad mounted 40 inch by 40 inch Primary Enclosure, and all other underground facilities, underground improvements and/or underground accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), located on, through, over, across and/or under the following specific non-exclusive "Easement Area" within GRANTOR'S premises, situated in the County of Osceola and State of Florida, to-wit:

See Legal Description of Easement Area attached hereto as Exhibit "A".

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns, the right to curb, pave, stripe fence and landscape the Easement Area (excluding portions of the Easement Area containing pad mounted Facilities), and to utilize the same as parking area or otherwise in a manner not inconsistent with the rights herein granted to the GRANTEE. If fences and/or landscaping are located within the Easement Area, they shall be placed so as to allow ready access to the Facilities and provide a working space of at least twelve feet (12') on the opening side and three feet (3') on the other sides of any pad mounted Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the GRANTOR'S premises, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgement of the GRANTEE, may endanger or interfere with the safe and efficient installation, use, operation or maintenance of the Facilities attached thereto; (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over and under the GRANTOR'S premises for the purpose of exercising the rights herein granted; (d) the right to do anything necessary, useful or convenient for the full enjoyment of the rights herein granted; and (e) the right to remove at any time any of said Facilities erected upon, under or over the GRANTOR'S premises.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

GRANTOR covenants that the Facilities were located or will be located within the Easement Area. In the event that the GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside the Easement Area, the GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to interfere with the Facilities and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Facilities by GRANTOR or by GRANTOR'S agents, invitees or employees.

GRANTEE covenants and agrees to repair any damage caused by GRANTEE and restore as nearly as practicable the surface of the land to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the aforesaid Facilities of GRANTEE located in or on the easement described herein.

To the extent allowable by law and without waiving GRANTEE'S sovereign immunity, GRANTEE shall indemnify and hold GRANTOR harmless against any third party claim of liability or loss arising from personal injury or third party property damage to the extent caused by, resulting from or arising out of GRANTEE'S negligent acts or omissions in conjunction with the use and occupancy of the property described in Exhibit "A" by the GRANTEE, its servants, employees, or agents.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name on the day and year first above written.

K. K.  
Signature of Witness  
Print Name: Kevin Kramer  
Address: 4798 New Broad St.  
Orlando, FL 32814  
Signature of Witness [Signature]  
Print Name: Philip Voger  
Address: 4798 New Broad St.  
Orlando, FL 32814

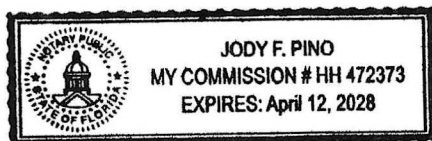
EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT,  
a local unit of special-purpose government

By: [Signature]  
Signature of GRANTOR  
Print Name: KEVIN MAYS  
As Its: Vice Chair

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Oct day of 29th, 2024 by Kevin Mays the Vice Chair of EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Notary Stamp)



[Signature]  
Signature of Notary Public  
Print Name: Jody F. Pino  
Commission Expires: 4/12/2028

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GRASSFIELD LANE  
EDEN AT CROSS PRAIRIE  
P.B. 33, PGS. 37-42

SOUTH RIGHT OF WAY LINE OF GRASSFIELD LANE



P.O.B.  
NORTHWESTERLY CORNER  
LOT 7  
EDGEWATER ED-4

| LINE TABLE |         |             |
|------------|---------|-------------|
| LINE #     | LENGTH  | BEARING     |
| L1         | 125.25' | N89°30'39"W |
| L2         | 10.00'  | S00°29'21"W |
| L3         | 145.25' | N89°30'39"W |

| CURVE TABLE |        |        |           |               |                |
|-------------|--------|--------|-----------|---------------|----------------|
| CURVE #     | LENGTH | RADIUS | DELTA     | CHORD BEARING | CHORD DISTANCE |
| C1          | 23.18' | 25.00' | 53°07'48" | N62°56'45"W   | 22.36'         |

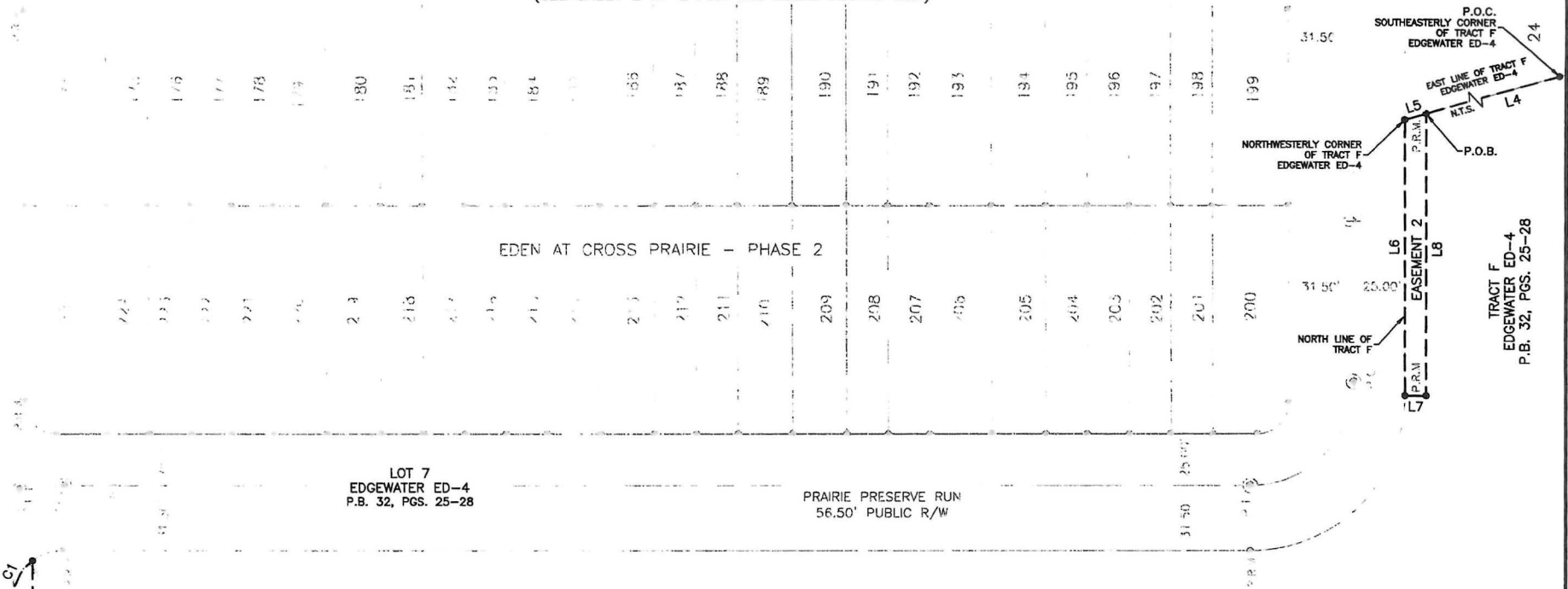
| LINE TABLE |         |             |
|------------|---------|-------------|
| LINE #     | LENGTH  | BEARING     |
| L4         | 178.22' | N16°45'54"W |
| L5         | 10.43'  | N16°45'54"W |
| L6         | 132.94' | S89°43'34"W |
| L7         | 10.00'  | S00°16'26"E |
| L8         | 135.90' | N89°43'34"E |

TRACT F  
EDGEWATER ED-4  
P.B. 32, PGS. 25-28

LEGEND:  
● = UNDERGROUND ELECTRIC UTILITY EASEMENT CORNER  
P.B. = PLAT BOOK  
PGS. = PAGES  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
PI = POINT OF INTERSECTION  
R/W = RIGHT OF WAY  
RGE = RANGE  
SEC = SECTION  
TWP = TOWNSHIP

### SKETCH OF LEGAL DESCRIPTION

(SEE SHEET 2 OF 2 FOR THE LEGAL DESCRIPTION)



THIS IS NOT A SURVEY



John M. Hughes, PSM #6367 Date Signed

|           |          |    |     |     |     |
|-----------|----------|----|-----|-----|-----|
| DESIGN    | DATE     | BY | SEC | TWP | RGE |
| DRWN      | DATE     | BY |     |     |     |
| CHKD      | DATE     | BY |     |     |     |
| DATE      | 04-28-24 |    |     |     |     |
| DATE      |          | BY |     |     |     |
| REVISIONS |          |    |     |     |     |

8 BROADWAY, SUITE 104, KISSIMEE, FL 34741-5708  
PHONE (407) 847-9433 FAX (407) 847-2400  
ENGINEERING, SURVEYING AND PLANNING  
**HWA**  
Hanson, Walter & Associates, Inc.

PREPARED FOR:

OUC

SKETCH OF LEGAL DESCRIPTION

NOT VALID WITHOUT  
THE SIGNATURE AND  
THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER

SHEET NO.  
1 of 2  
JOB# 4288-12-03

I:\4288-12-03\SURVEY\CADD\LEGALS\OUC 10' EASEMENT\_SKETCH.dwg \* Apr 30, 2024-7:34am \* plotted by DTangonan

**SKETCH OF LEGAL DESCRIPTION**  
(SEE 1 OF 1 FOR THE SKETCH OF LEGAL)

LEGAL DESCRIPTION: EASEMENT 1

A 10.00 FEET UTILITY EASEMENT OVER TRACT F, EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 25 TO 28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 7 OF SAID EDGEWATER ED-4; THENCE RUN NORTH 89°30'39" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF GRASSFIELD LANE, EDEN AT CROSS PRAIRIE, AS RECORDED IN PLAT BOOK 33, PAGES 37 TO 42 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, A DISTANCE OF 125.25 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 00°29'21" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 145.25 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 62°56'45" WEST AND A CHORD DISTANCE OF 22.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", A DISTANCE OF 23.18 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.03 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: EASEMENT 2

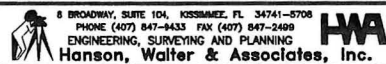
A 10.00 FEET UTILITY EASEMENT OVER TRACT F, EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 25 TO 28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT F; THENCE RUN NORTH 16°45'54" WEST ALONG THE EAST LINE OF SAID TRACT F, A DISTANCE OF 178.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 16°45'54" WEST, A DISTANCE OF 10.43 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT F; THENCE RUN SOUTH 89°43'34" WEST ALONG THE NORTH LINE OF SAID TRACT F, A DISTANCE OF 132.94 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°16'26" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 135.90 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.03 ACRES, MORE OR LESS.

John M. Hughes, PSM #6367 Date Signed

|           |                |      |           |
|-----------|----------------|------|-----------|
| DESIGN    | FB#            | SEC  |           |
| DRAWN     | PAGE           | TWP  |           |
| CITY      | SCALE 1" = 60' | RDC  |           |
| CAD       | DATE 04-28-24  | DATE | BY        |
| SEE STAMP |                |      | REVISIONS |



PREPARED FOR:

OUC

SKETCH OF LEGAL DESCRIPTION

NOT VALID WITHOUT  
THE SIGNATURE AND  
THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER

SHEET NO.  
1 of 2  
JOB# 4288-12-03

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R:\4288-12-03\SURVEY\CADD\LEGALS\OUC 10' EASEMENT .SOLID.dwg \* Apr 30, 2024 - 7:34am \* Plotted By 01ongman

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

## **ASSIGNMENT OF IMPACT FEE CREDITS**

### **(ED-5 ROADWAY, PHASE 1 - TWA UPSIZING COSTS)**

**THIS ASSIGNMENT OF IMPACT FEE CREDITS** (this “**Assignment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company, and **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (collectively the “**Assignor**”) and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**,” and “**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, Assignor is a party to that certain August 11, 2021, recorded Water and Wastewater Service, Annexation and Developer Agreement (2021-183R) (the “**Agreement**”); and

**WHEREAS**, the Agreement entitles Assignor to impact fee credits for the upsizing of certain oversized facilities for the Edgewater ED-5 Roadway Phase 1 project; and

**WHEREAS**, the constructed upsizing improvements include 2,211 LF of potable water main from an 8” to 12” (\$117,269), 2,097 LF of reclaimed water main from an 8” to 12” (\$127,315) and 2,101 LF sanitary force main from an 8” to 12” (\$123,006); and

**WHEREAS**, the total upsizing cost is \$367,590, generating a total of \$367,590 of impact fee credits (“Impact Fee Credits”); and

**WHEREAS**, the District actually funded and constructed the upsizing improvements and is therefore entitled to any reimbursement or Impact Fee Credits generated as a result of the upsizing construction; and

**WHEREAS**, Assignor desires to assign the Impact Fee Credits to District and desires to direct Toho Water Authority to issue such credits in the name of the District.

**NOW, THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Assignment of Impact Fee Credits; Direction to Toho Water Authority**. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits. Assignee hereby



assumes all of Assignor's right, title and interest in and to the Impact Fee Credits. Toho Water Authority is directed to issue the Impact Fee Credits in the name of the District, or if the Impact Fee Credits have already been issued in the name of the Assignor, to amend its records to show this assignment and the fact that the District is now the owner of the Impact Fee Credits.

3. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by the Toho Water Authority to formally transfer the Impact Fee Credits to Assignee.

4. Binding Effect. This Assignment and the rights and duties hereby created shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

6. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal liability in connection with this Assignment.

**[Signatures appear on following pages]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company

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

Name: Jordan Socaransky

Title: Vice President

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

Name: Marc Porosoff

Title: Vice President and Secretary

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

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

Name: Jordan Socaransky

Title: Vice President

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

Name: Marc Porosoff

Title: Vice President and Secretary

**[Signature Page of Assignee to Follow]**

**ASSIGNEE:**

**Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

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

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

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



Orlando Office  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
F 407.843.1070

August 27, 2024  
Project R201042.07

Ms. Angela Farmer  
Sr. Development Project Manager  
Toho Water Authority  
1300 9<sup>th</sup> Street  
St. Cloud, Florida 34769

**Edgewater ED-5 Roadway Phase 1  
TWA ED-5-220136.xx.cc  
Reimbursement Request**

Dear Ms. Farmer:

In accordance with the August 11, 2021, recorded Water and Wastewater Service, Annexation and Developer Agreement (2021-183R), between the City of St Cloud (City) and Edgewater Property Florida Holdings, LLC (Owner), the installation of oversized utility facilities was requested to meet the city's LDC levels of service requirements and has since been adopted by TWA.

Please accept this letter as my formal request for reimbursement of the oversized facilities to the Edgewater East Community Development District for the Edgewater ED-5 Roadway Phase 1 project. The constructed upsizing improvements include 2,211 LF of potable water main from an 8" to 12" (\$117,269), 2,097 LF of reclaimed water main from an 8" to 12" (\$127,315) and 2,101 LF sanitary forcemain from an 8" to 12" (\$123,006).

Enclosed is the Certified Utility Upsizing Cost and Utility Upsizing Exhibit used to calculate the total upsizing cost for a total payment amount of \$367,590 per the agreement

BTI Partners and GAI thank you in advance for your attention to this matter and please contact me with any questions at 321-319-3056.

Sincerely,  
**GAI Consultants, Inc.**

W. Scott Land

Digitally signed by W. Scott Land  
DN:  
E=w.land@gaiconsultants.com,  
CN=W. Scott Land, OU=Comm  
Infrastructure/Civil, O=GAI  
Consultants, Inc., L=Orlando,  
S=Florida, C=US  
Date: 2024.08.27 12:59:24-0400

W. Scott Land, P.E.  
Engineering Manager

WSL/bna

Certified Utility Upsizing Cost and Utility Upsizing Exhibit

| Description     | Quantity | Unit | 8"         |                  | 12"        |                  | Difference       |
|-----------------|----------|------|------------|------------------|------------|------------------|------------------|
|                 |          |      | Unit Price | Amount           | Unit Price | Amount           |                  |
| WM PVC Pipe     | 2,211    | LF   | 45         | \$99,495         | 84         | \$185,724        |                  |
| WM Gate Valve   | 9        | EA   | 2,610      | \$23,490         | 4,400      | \$39,600         |                  |
| WM Fittings     | 1        | LS   | 13,360     | \$13,360         | 28,290     | \$28,290         |                  |
| <b>WM TOTAL</b> |          |      |            | <b>\$136,345</b> |            | <b>\$253,614</b> | \$117,269        |
|                 |          |      |            |                  |            |                  |                  |
| RM PVC Pipe     | 2,097    | LF   | 45         | \$94,365         | 85         | \$178,245        |                  |
| RM Gate Valve   | 10       | EA   | 2,500      | \$25,000         | 4,400      | \$44,000         |                  |
| RM Fittings     | 1        | LS   | 21,855     | \$21,855         | 46,290     | \$46,290         |                  |
| <b>RM TOTAL</b> |          |      |            | <b>\$141,220</b> |            | <b>\$268,535</b> | \$127,315        |
|                 |          |      |            |                  |            |                  |                  |
| FM PVC Pipe     | 2,101    | LF   | 62         | \$130,262        | 85         | \$178,585        |                  |
| FM Gate Valve   | 10       | EA   | 2,658      | \$26,580         | 5,600      | \$56,000         |                  |
| FM Fittings     | 1        | LS   | 40,503     | \$40,503         | 85,766     | \$85,766         |                  |
| <b>FM TOTAL</b> |          |      |            | <b>\$197,345</b> |            | <b>\$320,351</b> | \$123,006        |
|                 |          |      |            |                  |            |                  |                  |
| <b>TOTAL</b>    |          |      |            | <b>\$474,910</b> |            | <b>\$842,500</b> | <b>\$367,590</b> |

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

Upon recording, this instrument should  
be returned to:

Michael C. Eckert  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

## **TEMPORARY CONSTRUCTION EASEMENT**

### **[BEAZER POND RECONFIGURATION FOR ED-4 AND ED-5]**

**THIS TEMPORARY CONSTRUCTION EASEMENT** (“**Easement Agreement**”) is made and entered into to be effective the \_\_\_\_ day of \_\_\_\_\_ 2024 (the “**Effective Date**”), by and between:

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

**Beazer Homes, LLC**, a Delaware limited liability company (“**Grantee**,” and together with the Grantor, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

**WHEREAS**, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the District, including those certain parcels more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

**WHEREAS**, in order to complete the development of Grantee’s land as depicted in the South Florida Water Management District Individual Environmental Resource Permit No. 49-107732-P-approved draft site plan for ED-5. Grantee has requested that Grantor grant to Grantee a temporary construction, access and maintenance easement over the Easement Area for the reconfiguration of the storm water management facilities currently located on the Easement Area in accordance with all plans and permits approved by Osceola County, the City of Saint Cloud,

and the South Florida Water Management District, as applicable (“**Improvements**”), and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

**2. EASEMENT; AUTOMATIC TERMINATION.** The Grantor hereby grants to Grantee a temporary easement over, upon, under, through, and across the Easement Area for ingress and egress and for the construction, installation, maintenance, repair and replacement of the Improvements (“**Easement**”). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee’s use of the Easement Area. Grantee shall be responsible for all routine and extraordinary maintenance of the Easement Area during the term of this Easement Agreement. **The Easement shall terminate automatically, without the recording of any additional instrument, with respect to any lands comprising a portion of the Easement Area which are (1) platted as residential lots or (2) conveyed to a local, state or federal government or agency.** Notwithstanding the foregoing, Grantor and Grantee hereby agree to execute and record any documents necessary to evidence the termination of this Easement if so requested.

**3. DAMAGE.** In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

**4. INSURANCE.** Grantee and each of its contractors and subcontractors shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

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

Grantee shall provide the District with a certificate naming ~~Edgewater Property Holdings, LLC, a Delaware limited liability company doing business in Florida as Edgewater Property Florida Holdings, LLC, and~~ the District, and their respective ~~members, parents, partners,~~



~~subsidiaries, affiliates,~~ officers, ~~directors,~~ supervisors, staff, lawyers, managers, engineers, consultants, agents, ~~subcontractors~~ and employees as additional insureds. At no time shall Grantee, its contractors and subcontractors be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any activity under this Easement Agreement. If Grantee fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Grantee shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**5. INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, Grantee shall, and shall contractually cause Grantee's contractors, sub-contractors, and employees (which contractual indemnity obligation shall, as to such contractors, sub-contractors, and employees, not be limited by sovereign immunity) to indemnify and hold harmless Grantor, and its direct and indirect members, affiliates, agents, employees, staff, contractors, subcontractors, officers, directors, and representatives and their respective successors and assigns (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to Grantee's contractors and sub-contractors), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of, property.

**6. SOVEREIGN IMMUNITY.** Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

**7. LIENS.** Grantee shall not permit (and shall cause to be cured and removed from Grantor's title within thirty (30) days) any construction or mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

**8. EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits and other regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereof. Grantee and its contractors (including, but not limited to subcontractors, employees and materialmen) shall not discharge, or permit the discharge, into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, petroleum products, or any other substances or materials

prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with the day-to-day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

**9. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

**10. ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Easement 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**A. If to District:**

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

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Michael C. Eckert

**B. If to Landowner:**

Beazer Homes, LLC  
151 Southhall Lane

Maitland, Florida 32746

Attn: \_\_\_\_\_

**With a copy to:**

Beazer Homes, LLC  
2002 Summit Boulevard, 15<sup>th</sup> Floor  
Atlanta, Georgia 30319  
Attn: Nicole C. Kibert Basler

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

**12. THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Grantor and Grantee, 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 Easement Agreement. Nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

**13. ASSIGNMENT.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

**14. NO DEDICATION.** Nothing contained in this Easement Agreement shall in any way be construed as a dedication of any portion of the Easement Area for public use, and all of the easements herein created are private and do not constitute grants for public use.

**15. CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

**16. PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

**17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

**18. BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

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

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

**21. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**22. EXCULPATION.** No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

**23. COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government established  
pursuant to Chapter 190, Florida Statutes,

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

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

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

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2024, by the Chairperson/Vice Chairperson of the Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of District. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

{Notary Seal}

Signed, sealed and delivered  
in the presence of:

**BEAZER HOMES, LLC,**  
a Delaware limited liability company,

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Beazer Homes, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

## **Exhibit A – Legal Description**

Tracts G and H, as depicted on the Edgewater ED-4 plat recorded in the public records of Osceola County, Florida in Plat Book 32, Pages 25-28.

DRAFT

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**



**SUBPERMITTEE AUTHORIZATION AGREEMENT**  
**(EAGLE INCIDENTAL TAKE PERMIT XXXXX)**

THIS SUBPERMITTEE AUTHORIZATION AGREEMENT (this “**Agreement**”) is entered into by \_\_\_\_\_ < **PLEASE INSERT THE FULL LEGAL NAME OF THE COMPANY** > [LENNER] ( “**Subpermittee**”) and EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, (the “**District**”) a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, in consideration of, and as a condition to, Subpermittee being authorized and permitted by the District to access and perform construction-related activities at the XXX subdivision located in Osceola County, Florida.

In connection therewith, Subpermittee acknowledges and agrees as follows:

1. **ACCESS AND CONSTRUCTION CONDITIONS.** The development of XXX subdivision is subject to, among other things, (a) that certain Federal Fish and Wildlife Permit issued by U.S. Fish and Wildlife Service in favor of XXX having permit number XXX and an effectiveness period of XXX through XXX, as may be extended or otherwise amended from time to time (the “**Federal Bald Eagle Permit**”), related to permitted bald eagle take actions and related construction limitations and requirements at XXX subdivision. A copy of the current Federal Bald Eagle Permit is attached hereto as **EXHIBIT A** and incorporated herein by this reference. The Federal Bald Eagle Permit relates to the existence of eagle nest OSXXX at XXX subdivision and imposes certain requirements and restrictions relating to access and construction-related activities within the area that is 660 feet from such eagle nest, as more particularly set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference (the “**Management Zone**”).

Subpermittee and the District acknowledge and agree that (I) upon full execution of this Agreement, Subpermittee, shall be authorized and designated by the District as a subpermittee of the District under the Federal Bald Eagle for the sole purpose of accessing the Management Zone and performing construction related activities within the Management Zone that are permitted under the Federal Bald Eagle Permit, and (II) Subpermittee’s access and permitted construction-related activities (and the actions of Subpermittee’s directors, officers, managers, members, employees and independent contractors) within the Management Zone shall be subject to, and performed in strict compliance with, (1) the Federal Bald Eagle Permit (*INCLUDING, BUT NOT LIMITED TO, THE EXTERIOR AND INTERIOR CONSTRUCTION LIMITATIONS SET FORTH IN PAGE 2, SECTION 7 AND PAGE 5, SECTION 11 OF THE FEDERAL PERMIT, BUT NOT PROVISIONS RELATING TO THE PAYMENT OF PERMIT FEES, WHICH SHALL BE OBLIGATION OF XXX*) and (2) the related noise abatement and traffic abatement guidelines of XXX set forth in **EXHIBIT C** attached hereto and incorporated herein by this reference (the “**Noise and Traffic Abatement Guidelines**”), in addition to all other applicable laws and governmental regulations (including, but not limited to, the maintenance of applicable worker’s compensation insurance and licensing requirements), and any additional construction conditions that may be imposed by XXX from time to time.

2. **INDEMNIFICATION OF DISTRICT.** Subpermittee hereby agrees to hold harmless, defend and indemnify the District and its officers, supervisors, directors, employees, engineers, attorneys and staff, subsidiaries, and affiliates from any and all claims, proceedings, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys’ fees and costs (including on appellate matters), arising from or out of, directly or indirectly, any noncompliance with the Federal Bald Eagle Permit, or any other term or condition of this Agreement by Subpermittee or its directors, officers, members, managers, employees, and independent contractors.

3. **MISCELLANEOUS.** The effective date of this Agreement shall be the date that this Agreement is fully executed by Subpermittee and the District. Subpermittee is not permitted to assign any of its rights under this Agreement to any third party, and any such assignment shall be deemed null and void. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion hereof is held invalid, the remainder shall continue in full force and effect.

4. **COUNTERPARTS:** This Agreement may be executed by Subpermittee and the District in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. Any counterpart delivered by facsimile, email, or other electronic transmission shall be deemed an original counterpart from the sending party.

**SUBPERMITTEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

**D. EVALUATION CRITERIA**  
**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**  
**REQUEST FOR PROPOSALS FOR**  
**CROSS PRAIRIE PARKWAY ED6S FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE**  
**WORK**

**PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

**1. PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District.

**2. PRICE (60 Points Possible)**

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

**45 Points** will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

**15 Points** are allocated for the reasonableness of unit prices and balance of bid.

**3. PERSONNEL & EQUIPMENT (10 Points Possible)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Osceola County; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

**4. EXPERIENCE (10 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

**5. SCHEDULE (20 Points Possible)**

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

**10 Points** will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**10 Points** are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**100 Total Points Possible**

# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

## RESOLUTION 2025-05

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING AND DIRECTING REIMBURSEMENT FROM THE SERIES 2021 ACQUISITION AND CONSTRUCTION ACCOUNT TO THE SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT FOR FUNDS ADVANCED; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**WHEREAS**, the Edgewater East Community Development District ("**District**") was established by Ordinance 2020-49 of the Board of County Commissioners of Osceola County, Florida, for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District adopted Resolution 2020-28 on July 16, 2020, as supplemented by Resolution 2020-38 adopted September 16, 2020, authorizing, among other things, the issuance of not to exceed \$190,100,000 aggregate principal amount of its special assessment revenue bonds in order to finance the costs of the design, construction and/or installation of public infrastructure and improvements providing benefit to developable lands within the District; and

**WHEREAS**, on March 16, 2021, the District issued \$19,895,000 in Edgewater East Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2021 (Assessment Area One) ("**Series 2021 Bonds**") for the purpose of funding the construction, installation, and acquisition of a portion of the Series 2021 Project ("**Series 2021 Project**"); and

**WHEREAS**, the Series 2021 Project included roadway improvements, stormwater management improvements, potable water, wastewater and reclaimed water improvements, hardscape, landscape and irrigation improvements, street lighting and the undergrounding of electrical utility improvements, recreational amenities, environmental conservation/mitigation and associated professional services, for improvements located within, around or otherwise facilitating the development of lands within Assessment Area One of the District ("**Improvements**"); and

**WHEREAS**, it later became apparent that the proceeds of the Series 2021 Bonds would be insufficient to complete all of the Improvements; and

**WHEREAS**, on or about February 9, 2022, the District issued \$33,925,000 in Edgewater East Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) ("**Series 2022 Bonds**") for the purpose of funding the construction, installation, and acquisition of a portion of the Series 2022 Project ("**Series 2022 Project**"); and

**WHEREAS**, the Series 2022 Project included certain Project Wide Improvements which were dedicated for use in geographic areas including Assessment Area One, including, but not limited to, the Improvements not yet funded with the Series 2021 Bonds; and

**WHEREAS**, the First Supplemental Trust Indenture for the Series 2021 Bonds includes a provision for release of funds from the 2021 Reserve Account upon *“the date in which all lots subject to the Series 2021 Assessment have closed with third-party homebuilders and no Event of Default has occurred and is continuing with respect to any outstanding Series 2021 Bonds”* (**“Reserve Account Release Conditions”**); and

**WHEREAS**, the Reserve Account Release Conditions were met and on February 8, 2024, \$556,290.00 was released from the 2021 Reserve Account into the 2021 Acquisition and Construction Account (**“Released Funds”**); and

**WHEREAS**, through delivery of a certificate attached to Resolution 2024-04, the District Engineer determined that at least \$1,200,000.00 of the funds in the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account for the Project Wide Improvements were spent on the Improvements and which could have been paid from the Series 2021 Acquisition and Construction Account if funds were available at that time the funds were actually expended; and

**WHEREAS**, Resolution 2024-04 directed the Released Funds in the approximate amount of \$556,290 be transferred to the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account for the Project Wide Improvements; and

**WHEREAS**, such transfer was accomplished, leaving approximately \$643,710 spent from the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account for the Project Wide Improvements on the Improvements and which could have been paid from the Series 2021 Acquisition and Construction Account if funds were available at that time the funds were actually expended (**“Unreimbursed Funds”**); and

**WHEREAS**, additional monies have been, and may continue to be, deposited into the Series 2021 Acquisition and Construction Account; and

**WHEREAS**, the District desires to use the Unreimbursed Funds, from time to time, to reimburse the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account for amounts paid from the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account while the 2021 Acquisition and Construction Account was temporarily depleted while awaiting the deposit of additional funds; and

**WHEREAS**, except to the extent defined herein, the defined terms shall have the meanings set for the in the District’s Master Trust Indenture, as supplemented from time to time.

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

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

**SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to provisions of Florida law, including Chapter 190, *Florida Statutes*.

**SECTION 3. APPROVAL OF REIMBURSEMENT.** The District hereby approves the reimbursement of the Unreimbursed Funds from the 2021 Acquisition and Construction Account to the Master Infrastructure Subaccount of 2022 Acquisition and Construction Account.

**SECTION 4. DIRECTION TO DISTRICT MANAGER.** The District Manager is hereby directed to request the District's Bond Trustee to disburse the Unreimbursed Funds, from time to time and as such funds become available, from the 2021 Acquisition and Construction Account and immediately deposit Unreimbursed Funds into the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account. The District Manager, District Engineer, Secretary, Chairman and Vice Chairman are hereby directed to execute the appropriate requisitions and any other documentation necessary or appropriate to effectuate this reimbursement(s) from the 2021 Acquisition and Construction Account to the Master Infrastructure Subaccount of the 2022 Acquisition and Construction Account. No further action by the Board is required provided that the reimbursement contemplated herein, measured from this date forward, does not exceed \$643,710.

**SECTION 5. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 6. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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



# **EDGEWATER EAST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **12**

October 31, 2024

Ernesto Torres  
**Wrathell, Hunt & Associates, LLC**  
PO Box 810036  
Boca Raton, Florida 33481

**Proj: Edgewater East - Maintenance and Monitoring**  
**Re: Proposal for Environmental Services - (BTC Proposal No. 24-2060)**

Dear Ernesto:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Edgewater East - Maintenance and Monitoring in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,  
Mark Ausley  
Director

Orlando: Main Office  
3025 East South Street  
Orlando, FL 32803

Jacksonville Office  
11235 St Johns Industrial Pkwy N  
Suite 2  
Jacksonville, FL 32246

Tampa Office  
6011 Benjamin Road  
Suite 101B  
Tampa, FL 33634

Vero Beach Office  
4445 N A1A  
Suite 221  
Vero Beach, FL 32963

Key West Office  
1107 Key Plaza  
Suite 259  
Key West, FL 33040

Land & Aquatic  
Management Operations  
3825 Rouse Road  
Orlando, FL 32817

407.894.5969  
877.894.5969  
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
EDGEWATER EAST - MAINTENANCE AND MONITORING  
BTC PROPOSAL No. 24-2060**

**1. MONITORING - BASELINE MITIGATION (50-0)**

This task includes the initial set-up of monitoring data collection points as required by the governing agency. This task includes the required inspection, data compilation, photography, etc.

**TOTAL PRICE: \$12,000.00**

**2. MONITORING - BASELINE MITIGATION REPORT (50-1)**

Preparation of a Baseline Monitoring Report to record the results of the Baseline Monitoring Event.

**TOTAL PRICE: \$3,600.00**

**3. GENERAL PROJECT COORDINATION (65-0)**

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

**Hourly Not to Exceed Total Price: \$2,500.00**

**Bio-Tech Consulting**  
**Time & Materials Schedule**

|                          |                        |
|--------------------------|------------------------|
| Expert Witness           | \$350.00-\$400.00/Hour |
| President, John Miklos   | \$250.00/hour          |
| Vice President/Directors | \$175.00/Hour          |
| Senior Scientist         | \$150.00/Hour          |
| Project Manager          | \$150.00/Hour          |
| Wildlife Specialist      | \$140.00/Hour          |
| Field Biologist          | \$130.00/Hour          |
| Field Technician         | \$105.00/Hour          |
| GIS                      | \$110.00/Hour          |
| Administrative           | \$65.00/Hour           |
| Materials Cost           | Cost + 12%             |

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, LLC, and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, LLC**

October 31, 2024

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Date**

INITIAL:  (BTC) \_\_\_\_\_ (Client)

**MANDATORY**

Billing/Accounts Payable Contact:

Billing Information:    Name: \_\_\_\_\_  
                                 Title: \_\_\_\_\_  
                                 Company: \_\_\_\_\_  
                                 Address: \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 Phone: \_\_\_\_\_  
                                 Cell: \_\_\_\_\_  
                                 Fax: \_\_\_\_\_  
                                 E-mail: \_\_\_\_\_

☐

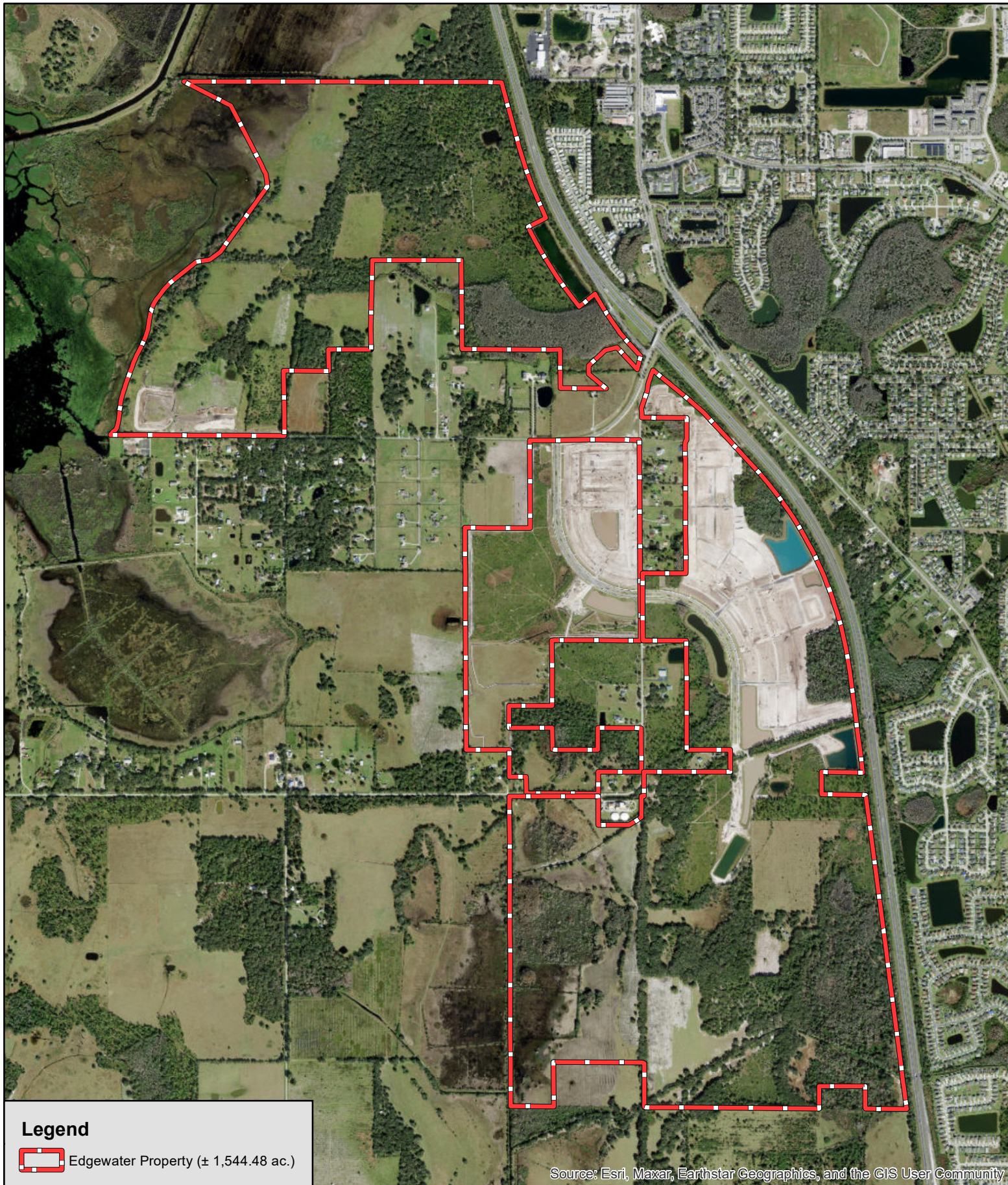
**Please check here if you prefer to receive a paper invoice**

Landowner/Access Contact Information:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Gate Code: \_\_\_\_\_  
Access Point: \_\_\_\_\_  
Tenants Present: \_\_\_\_\_  
Other Relevant Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





### Legend

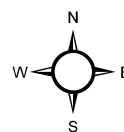
 Edgewater Property (± 1,544.48 ac.)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

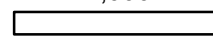


3025 East South Street Orlando, FL 32803  
Phone (407) 894-5969 Fax (407) 894-5970  
www.bio-techconsulting.com

## Edgewater Property Osceola County, Florida Figure 2 2023 Aerial Photograph



2,000

 Feet

Project #:

Produced By: EM

Date: 10/31/2024



**Bio-Tech Consulting, LLC**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

1.1 Bio-Tech Consulting, LLC heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

## **SECTION 5: BILLING AND PAYMENT**

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

## **SECTION 6: OWNERSHIP OF DOCUMENTS**

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility



to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

#### **SECTION 11: TERMINATION**

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

#### **SECTION 12: ASSIGNS**

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

#### **SECTION 13: GOVERNING LAW AND SURVIVAL**

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

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

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

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2024**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

|                                                                       | General<br>Fund   | 2021 Debt<br>Service<br>Fund | 2022 Debt<br>Service<br>Fund | 2021 Capital<br>Projects<br>Fund | 2022 Capital<br>Projects<br>Fund | Total<br>Governmental<br>Funds |
|-----------------------------------------------------------------------|-------------------|------------------------------|------------------------------|----------------------------------|----------------------------------|--------------------------------|
| <b>ASSETS</b>                                                         |                   |                              |                              |                                  |                                  |                                |
| Cash                                                                  | \$ 565,036        | \$ -                         | \$ -                         | \$ -                             | \$ -                             | \$ 565,036                     |
| Investments                                                           |                   |                              |                              |                                  |                                  |                                |
| Revenue                                                               | -                 | 259,292                      | 138,819                      | -                                | -                                | 398,111                        |
| Reserve                                                               | -                 | 556,290                      | 1,930,000                    | -                                | -                                | 2,486,290                      |
| Prepayment                                                            | -                 | -                            | 26,131                       | -                                | -                                | 26,131                         |
| Construction                                                          | -                 | -                            | -                            | 61,286                           | -                                | 61,286                         |
| Project infrastructure                                                | -                 | -                            | -                            | -                                | 1,806,377                        | 1,806,377                      |
| Construction - E2                                                     | -                 | -                            | -                            | -                                | 34                               | 34                             |
| Construction - E5                                                     | -                 | -                            | -                            | -                                | 10                               | 10                             |
| Construction - E6N                                                    | -                 | -                            | -                            | -                                | 11                               | 11                             |
| Cost of issuance                                                      | -                 | 10,959                       | -                            | -                                | -                                | 10,959                         |
| Undeposited funds                                                     | -                 | 75,848                       | -                            | -                                | -                                | 75,848                         |
| Due from Landowner                                                    | -                 | -                            | 506,020                      | -                                | -                                | 506,020                        |
| Due from M/I Homes of FL                                              | 8,013             | 47,032                       | -                            | -                                | -                                | 55,045                         |
| Due from debt service fund                                            | 5,725             | -                            | -                            | -                                | -                                | 5,725                          |
| Prepaid expense                                                       | 705               | -                            | -                            | -                                | -                                | 705                            |
| Total assets                                                          | <u>\$ 579,479</u> | <u>\$ 949,421</u>            | <u>\$2,600,970</u>           | <u>\$ 61,286</u>                 | <u>\$ 1,806,432</u>              | <u>\$ 5,997,588</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                   |                              |                              |                                  |                                  |                                |
| Liabilities:                                                          |                   |                              |                              |                                  |                                  |                                |
| Accounts payable                                                      | \$ 50,714         | \$ -                         | \$ -                         | \$ -                             | \$ -                             | \$ 50,714                      |
| Contracts payable                                                     | -                 | -                            | -                            | -                                | 1,058,190                        | 1,058,190                      |
| Retainage payable                                                     | -                 | -                            | -                            | -                                | 826,520                          | 826,520                        |
| Due to general fund                                                   | -                 | -                            | 5,725                        | -                                | -                                | 5,725                          |
| Landowner advance                                                     | 21,000            | -                            | -                            | -                                | -                                | 21,000                         |
| Total liabilities                                                     | <u>71,714</u>     | <u>-</u>                     | <u>5,725</u>                 | <u>-</u>                         | <u>1,884,710</u>                 | <u>1,962,149</u>               |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                   |                              |                              |                                  |                                  |                                |
| Deferred receipts                                                     | 8,013             | 47,032                       | 506,020                      | -                                | -                                | 561,065                        |
| Total deferred inflows of resources                                   | <u>8,013</u>      | <u>47,032</u>                | <u>506,020</u>               | <u>-</u>                         | <u>-</u>                         | <u>561,065</u>                 |
| Fund balances:                                                        |                   |                              |                              |                                  |                                  |                                |
| Restricted for:                                                       |                   |                              |                              |                                  |                                  |                                |
| Debt service                                                          | -                 | 902,389                      | 2,089,225                    | -                                | -                                | 2,991,614                      |
| Capital projects                                                      | -                 | -                            | -                            | 61,286                           | (78,278)                         | (16,992)                       |
| Unassigned                                                            | 499,752           | -                            | -                            | -                                | -                                | 499,752                        |
| Total fund balances                                                   | <u>499,752</u>    | <u>902,389</u>               | <u>2,089,225</u>             | <u>61,286</u>                    | <u>(78,278)</u>                  | <u>3,474,374</u>               |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 579,479</u> | <u>\$ 949,421</u>            | <u>\$2,600,970</u>           | <u>\$ 61,286</u>                 | <u>\$ 1,806,432</u>              | <u>\$ 5,997,588</u>            |

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

|                                                              | Current<br>Month | Year to<br>Date | Budget  | % of<br>Budget |
|--------------------------------------------------------------|------------------|-----------------|---------|----------------|
| <b>REVENUES</b>                                              |                  |                 |         |                |
| 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%           |
| <b>EXPENDITURES</b>                                          |                  |                 |         |                |
| <b>Professional &amp; administrative</b>                     |                  |                 |         |                |
| Management/admin/recording                                   | 4,000            | 48,000          | 48,000  | 100%           |
| Legal                                                        | 10,203           | 71,063          | 50,000  | 142%           |
| Engineering                                                  | 8,297            | 22,867          | 7,500   | 305%           |
| Audit                                                        | -                | 6,500           | 6,500   | 100%           |
| Arbitrage rebate calculation                                 | -                | 750             | 1,500   | 50%            |
| Dissemination agent                                          | 167              | 2,000           | 2,000   | 100%           |
| Trustee 2021                                                 | -                | 4,031           | 5,725   | 70%            |
| Trustee 2022                                                 | -                | 4,031           | 5,725   | 70%            |
| DSF accounting & assessment rolls - Series 2021              | 458              | 5,500           | 5,500   | 100%           |
| DSF accounting & assessment rolls - Series 2022              | 458              | 5,500           | 5,500   | 100%           |
| Telephone                                                    | 17               | 200             | 200     | 100%           |
| Postage                                                      | 120              | 599             | 500     | 120%           |
| Printing & binding                                           | 42               | 500             | 500     | 100%           |
| Legal advertising                                            | 415              | 7,781           | 6,500   | 120%           |
| Annual special district fee                                  | -                | 175             | 175     | 100%           |
| Insurance                                                    | -                | 5,785           | 5,750   | 101%           |
| Contingencies/bank charges                                   | 4                | 132             | 500     | 26%            |
| Website                                                      |                  |                 |         |                |
| Hosting & maintenance                                        | -                | 705             | 705     | 100%           |
| ADA compliance                                               | -                | 210             | 210     | 100%           |
| Total professional & administrative                          | 24,181           | 186,329         | 152,990 | 122%           |
| <b>Field operations</b>                                      |                  |                 |         |                |
| Accounting                                                   | -                | -               | 2,500   | 0%             |
| Streetlighting                                               | 4,676            | 50,140          | 80,114  | 63%            |
| Repairs & maintenance                                        | -                | -               | 24,386  | 0%             |
| Electricity                                                  | -                | -               | 6,586   | 0%             |
| Lake maintenance                                             | 2,097            | 5,592           | -       | N/A            |
| Landscape maint.                                             |                  |                 |         |                |
| Maintenance contract                                         | 46,372           | 240,251         | 542,610 | 44%            |
| Plant replacement                                            | -                | -               | 17,857  | 0%             |
| Landscape contingency                                        | -                | 24,209          | 8,927   | 271%           |
| Irrigation                                                   | 909              | 12,790          | 156,774 | 8%             |
| Trash services                                               | 264              | 264             | -       | N/A            |
| Total field operations                                       | 54,318           | 333,246         | 839,754 | 40%            |
| <b>Other fees &amp; charges</b>                              |                  |                 |         |                |
| Tax collector                                                | -                | 18,415          | -       | N/A            |
| Total other fees & charges                                   | -                | 18,415          | -       | N/A            |
| Total expenditures                                           | 78,499           | 537,990         | 992,744 | 54%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (78,499)         | 465,842         | (11)    |                |
| Fund balances - beginning                                    | 578,251          | 33,910          | 20      |                |
| Unassigned                                                   | 499,752          | 499,752         | 9       |                |
| Fund balances - ending                                       | \$ 499,752       | \$ 499,752      | \$ 9    |                |

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget              | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|---------------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                     |                |
| Assessment levy: on-roll - net                               | \$ -              | \$ 712,646        | \$ -                | N/A            |
| Assessment levy: off-roll                                    | 75,848            | 343,186           | 1,112,587           | 31%            |
| Interest                                                     | 3,439             | 61,942            | -                   | N/A            |
| Total revenues                                               | <u>79,287</u>     | <u>1,117,774</u>  | <u>1,112,587</u>    | 100%           |
| <b>EXPENDITURES</b>                                          |                   |                   |                     |                |
| <b>Debt Service</b>                                          |                   |                   |                     |                |
| 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<br>over/(under) expenditures | 79,287            | (56)              | (5,243)             |                |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                   |                   |                     |                |
| Transfer out                                                 | <u>(2,318)</u>    | <u>(595,895)</u>  | -                   | N/A            |
| Total other financing sources                                | <u>(2,318)</u>    | <u>(595,895)</u>  | -                   | N/A            |
| Net change in fund balances                                  | 76,969            | (595,951)         | (5,243)             |                |
| Fund balances - beginning                                    | 825,420           | 1,498,340         | 1,487,480           |                |
| Fund balances - ending                                       | <u>\$ 902,389</u> | <u>\$ 902,389</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 SEPTEMBER 30, 2024**

|                                                              | Current<br>Month           | Year To<br>Date            | Budget                     | % of<br>Budget |
|--------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| <b>REVENUES</b>                                              |                            |                            |                            |                |
| Assessment levy: off-roll                                    | \$ -                       | \$ 1,322,518               | \$ 1,930,402               | 69%            |
| Lot closing assessments                                      | -                          | 101,864                    | -                          | N/A            |
| Interest                                                     | 8,692                      | 113,250                    | -                          | N/A            |
| Total revenues                                               | <u>8,692</u>               | <u>1,537,632</u>           | <u>1,930,402</u>           | 80%            |
| <b>EXPENDITURES</b>                                          |                            |                            |                            |                |
| <b>Debt service</b>                                          |                            |                            |                            |                |
| Principal                                                    | -                          | 660,000                    | 660,000                    | 100%           |
| Principal prepayment                                         | -                          | 115,000                    | -                          | N/A            |
| Interest                                                     | -                          | 1,278,736                  | 1,278,894                  | 100%           |
| Total debt service                                           | <u>-</u>                   | <u>2,053,736</u>           | <u>1,938,894</u>           | 106%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 8,692                      | (516,104)                  | (8,492)                    |                |
| Fund balances - beginning                                    | <u>2,080,533</u>           | <u>2,605,329</u>           | <u>2,570,779</u>           |                |
| Fund balances - ending                                       | <u><u>\$ 2,089,225</u></u> | <u><u>\$ 2,089,225</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 SEPTEMBER 30, 2024**

|                                                              | Current<br>Month | Year To<br>Date  |
|--------------------------------------------------------------|------------------|------------------|
| <b>REVENUES</b>                                              |                  |                  |
| Interest                                                     | \$ 245           | \$ 7,577         |
| Total revenues                                               | <u>245</u>       | <u>7,577</u>     |
| <b>EXPENDITURES</b>                                          |                  |                  |
| Construction costs                                           | <u>-</u>         | <u>20,363</u>    |
| Total expenditures                                           | <u>-</u>         | <u>20,363</u>    |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 245              | (12,786)         |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                  |
| Transfer in                                                  | 2,318            | 595,895          |
| Transfer out                                                 | <u>-</u>         | <u>(563,039)</u> |
| Total other financing sources/(uses)                         | <u>2,318</u>     | <u>32,856</u>    |
| Net change in fund balances                                  | 2,563            | 20,070           |
| Fund balances - beginning                                    | 58,723           | 41,216           |
| Fund balances - ending                                       | <u>\$ 61,286</u> | <u>\$ 61,286</u> |

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

|                                                              | Current<br>Month   | Year To<br>Date    |
|--------------------------------------------------------------|--------------------|--------------------|
| <b>REVENUES</b>                                              |                    |                    |
| Developer contribution                                       | \$ -               | \$ 5,281,317       |
| Impact fee credits                                           | -                  | 3,698,808          |
| Interest & miscellaneous                                     | 11,392             | 153,558            |
| Total revenues                                               | <u>11,392</u>      | <u>9,133,683</u>   |
| <b>EXPENDITURES</b>                                          |                    |                    |
| Construction costs - project infrastructure                  | 1,114,182          | 3,101,937          |
| Construction costs - construction ED-2                       | -                  | 2,818,844          |
| Construction costs - construction ED-5                       | -                  | 2,696,815          |
| Construction costs - construction ED-6N                      | 2,875              | 6,016,629          |
| Total expenditures                                           | <u>1,117,057</u>   | <u>14,634,225</u>  |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (1,105,665)        | (5,500,542)        |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                    |                    |
| Transfer in                                                  | -                  | 563,039            |
| Total other financing sources/(uses)                         | <u>-</u>           | <u>563,039</u>     |
| Net change in fund balances                                  | (1,105,665)        | (4,937,503)        |
| Fund balances - beginning                                    | 1,027,387          | 4,859,225          |
| Fund balances - ending                                       | <u>\$ (78,278)</u> | <u>\$ (78,278)</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 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.

**Present were:**

|                      |                     |
|----------------------|---------------------|
| Kevin Mays           | Vice Chair          |
| Kevin Kramer         | Assistant Secretary |
| Robert “Bobby” Wanas | Assistant Secretary |

**Also present:**

|                                  |                                    |
|----------------------------------|------------------------------------|
| Ernesto Torres                   | District Manager                   |
| Jason Middleton                  | Wrathell, Hunt and Associates, LLC |
| Antonio Shaw                     | Field Operations                   |
| Mike Eckert                      | District Counsel                   |
| Shawn Hindle                     | District Engineer                  |
| David D’Ambrosio (via telephone) | BTI Partners                       |
| Mike Osborn                      |                                    |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:06 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Ratification of Down to Earth Agreement  
for Landscape and Irrigation Maintenance  
Services, Cross Prairie Parkway**

Mr. Torres presented the Down to Earth (DTE) Agreement for Landscape and Irrigation Maintenance Services for Cross Prairie Parkway. The Agreement was prepared by District Counsel and previously executed by Mr. Mays.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Down to Earth Agreement for Landscape and Irrigation Maintenance Services, Cross Prairie Parkway, was ratified.

**FOURTH ORDER OF BUSINESS**

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

Mr. Torres presented Resolution 2025-01 and read the title. Mr. Eckert stated this is to allow the establishment of a bank account where the different parties to the Toho Funding Agreement can deposit their share of the construction costs; this will be administered by the District Manager.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, 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, was adopted.

**FIFTH ORDER OF BUSINESS**

Consideration of FMSbonds, Inc. Rule G-17 Disclosure

Mr. Torres presented the FMSbonds, Inc. Rule G-17 Disclosure. This is for Underwriter Services for the next series of bonds that will be issued.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the FMSbonds, Inc. Rule G-17 Disclosure, was approved.

**SIXTH ORDER OF BUSINESS**

Ratification of Publication of CPP North Framework RD Request for Proposals and Evaluation Criteria

Mr. Torres presented the Request for Proposals (RFP) for Cross Prairie Parkway North Framework Roadway, Phase 1 Civil Site Work and Evaluation Criteria.

Mr. Osborn stated, due to the timing, Staff advertised the RFP to avoid delays. He reviewed the Evaluation Criteria and recommended ratification of the RFP, the Evaluation Criteria and the publication of the RFP.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the RFP for the Cross Prairie Parkway North Framework Roadway, Phase 1 Civil Site Work, the Evaluation Criteria and the publication of the RFP, were ratified.

**SEVENTH ORDER OF BUSINESS****Consideration of DoodyCalls of Orlando Proposal for Full-Service Pet Waste Station Service and Installation Program**

Mr. Torres presented the DoodyCalls of Orlando Proposal. He stated Mr. Shaw is coordinating the Service Agreements so that they have similar due dates and expiration dates.

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the DoodyCalls of Orlando Proposal for Full-Service Pet Waste Station Service and Installation Program, was approved.

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

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

**NINTH ORDER OF BUSINESS****Approval of September 5, 2024 Regular Meeting Minutes**

Mr. Torres stated edits submitted by Ms. John will be incorporated.

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the September 5, 2024 Regular Meeting Minutes, as amended to incorporate edits from Ms. John, were approved.

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

Mr. Eckert reported the following:

- Board Members must complete four hours of ethics training by December 31, 2024.
- A new statute went into effect, whereby every contract entered into, amended or extended must have a human trafficking affidavit filled out by the contractor and provided to the CDD.
- Staff is working on a new bond issue with the Underwriter for Assessment Area 3. He expects to present documents and a Delegated Award Resolution in the coming months.

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

Mr. Hindle reported the following:

- Staff completed an updated Engineer's Report for Cross Prairie Parkway ED6 South, as a precursor to the bond issue. The Report will be presented for ratification at the next meeting.
- Staff is preparing a project manual and advertised a bid for the Cross Prairie Parkway North project that will appear today.
- A severe storm occurred overnight; crews were dispatched to evaluate Cross Prairie Parkway and Clay Whaley Road. There was no sign of flooding on the roadway; everything seems to be fine.

Regarding the grates, Mr. Hindle stated the grates were raised and pricing of \$3,800 per structure was obtained; there are 14 structures. He recommends repairing three problematic structures by raising the grates and placing a gap between the grate and the structure.

Discussion ensued regarding the grates, the slots and the Engineer's Report.

Mr. Hindle will authorize the contractor to complete the structural work. He will obtain a contract and present it at the next meeting for ratification.

**C. Field Operations: Wrathell, Hunt and Associates, LLC**

Mr. Shaw presented the September Field Operations Status Report, which was included for informational purposes.

Discussion ensued regarding the presence of algae in the bio-swale, the reason there is standing water in the swale and the need to trim/maintain the plantings in the bio-swale.

Mr. Shaw will obtain a proposal from Lake Doctors for the standing water and present it at the next meeting.

Regarding the BrightView contract close-out, Mr. Shaw stated payment is being withheld until all requested items are complete. He was doubtful that BrightView will complete the work and recommended reducing the final bill and agreeing to walk away.

Mr. Shaw presented DTE Estimate #95602, in the amount of \$11,150, for removal and replacement of seven diseased trees. The recommendation is to remove and replace three of the trees. The consensus was to remove one diseased tree and the contaminated dirt around it.

Discussion ensued regarding if the diseased trees are under warranty, the University of Florida (UF) tree expert, the ED5 installation and maintenance contracts and replacing the soil around the tree. Mr. Shaw will check the Agreements and report his findings.

Mr. Shaw presented DTE Estimate #96467, in the amount of \$557.78, for removal and replacement of one pine tree. A Board Member noted that this should be a work authorization under the existing DTE contract. Mr. Shaw will coordinate on a work authorization form, alongside the proposal, to expedite the process. Estimate #96467 was approved and executed.

Discussion ensued regarding mondo grass, DTE needing to place a shipping container on CDD property, potential site locations for the container and asking DTE to purchase a gator for site inspections.

Mr. Wanas, Mr. Shaw and Mr. Osborn will continue scouting a location for the shipping container.

**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**

All Supervisors present confirmed their attendance at the November 7, 2024 meetings.

**ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**TWELFTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

|                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|
| <p><b>On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the meeting adjourned at 9:51 a.m.</b></p> |
|------------------------------------------------------------------------------------------------------------------------|



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Secretary/Assistant Secretary

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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: October 31, 2024  
SUBJECT: Status Report – Field Operations

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### LANDSCAPING:

- **Brightview** – As proposed at the October meeting Brightview was approached about a reduction on their final payment based on outstanding items. They offered a 10% (\$1,623.14) discount. It was managements position this wasn't sufficient and supported by Mike Osborn. A counter offer of \$12,025 to cover the cost from Down 2 Earth (proposals attached) to bring the areas into acceptable condition was made. As of this report there was no response but I will keep the board updated.
- **Down 2 Earth** - I have concerns with the landscaper that I am attempting to work through by the way of clear communication and follow up. Hurricane Milton hit the district on October 9, 2024 and caused considerable damage to the trees in the district. My estimate has the total number that were knocked out of position and/or killed to be at 50+. As of this report we haven't received a quote to replace any trees in the district. This concern has been relayed to Down 2 Earth on several occasions including their upper management. I have made it clear to their team that any proposals sent need to have pictures and mapping to indicate where it is located. They don't appear willing to do this as they continue to ignore this request. This delays work getting done going back and forth with them about location and the issue. There were trees down from the storm blocking the road and sidewalk that stayed that way for a minimum of one week. I advised them this was unacceptable and cannot happen moving forward. They indicated they understood. I had a call with their team to include Kehana Burnett (Branch Manager), Gabriel Wood (Account Manager) and Corvin Farmer (Regional Manager) on October 17, 28 and 31<sup>st</sup> to go over the concerns.



- **Proposals** – Attached you will find proposals for restaking of trees, lot cleanup for the lift station on Cross Prairie, Clay Waley mowing and Trouble Shooting. Specifically I have issues with the restaking of the trees as the number is vague in my opinion and they have nothing supporting which trees or their locations. I also spoke with Mike with concerns he raised for the lift station cleanup that was done on October 16, 2024 by another vendor and the Clay Waley cleanup where the numbers are identical for two different scopes of work. We are waiting on them to get back to us in regards to this.

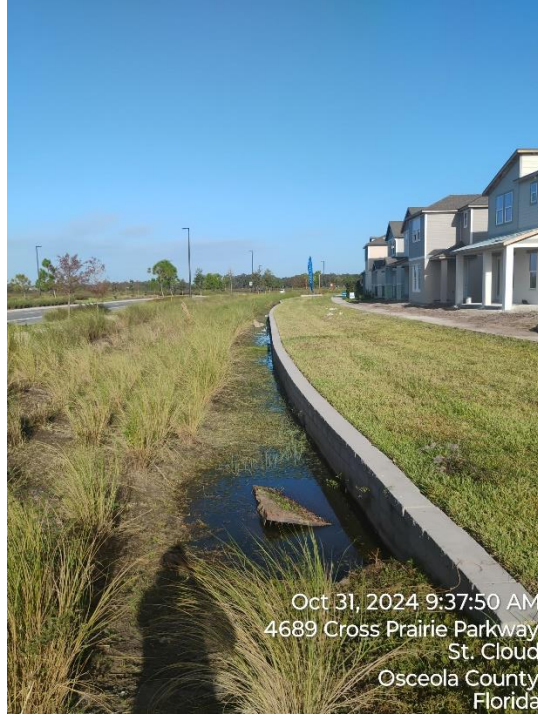
- Ganoderma** – The palm with the disease was removed on October 28, 2024. The approval to do so was sent on October 3, 2024. I advised them the disappointment in how long it took to accomplish this considering they advised how serious this issue was. As it stands there were a total of 7 Chinese Fan Palms (3 on ED5 and 4 on Cross Prairie) with this disease. District Counsel was to review the install agreement to see if any warranty might be in play. Christine Jackson from the UF Commercial Horticulture Extension has recommended against replacing the tree with another palm. Christine advised *“I would remove the soil from the area in the general vicinity. But it can stay in the soil for a long time, so it would likely be best to just not plant another palm in that spot to be safe. maybe something columnar would work, have you seen the columnar sweetgum tree? But yes adding a deciduous tree would throw off the aesthetic that you currently have going on. But it would be a great risk to put another palm in the spot where the fungal issue was present because it affects over 65 species of palm in Florida, and research says that all palms are assumed to be susceptible to this as well as Cycads. Also, it can stay dormant in the soil for long periods, granted I am not sure how deep, you could dig deep and replace soil, but it is no guarantee that your new palm will be safe.”*
- 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. **UPDATE proposals are attached for the cleanup of the islands and irrigation system troubleshooting. This is recommended to be put on hold until the irrigation is in order as based on feedback from UF overwatering was the cause.**



- Ponds



- Swale – Attached you will find a proposal to add the canal to the monthly service. The proposal amount adds \$2,820 to the annual bill which is currently \$8,388 totaling \$11,208 against a budget of \$19,524. This can be absorbed. The vendor recommends spraying the canal and killing significant plant material. I requested feedback on this and he advised *“The pro is for landscaping aesthetic, the con would be if killed, these plants may brown linger once dead before it fully decomposes and dissipates. We could alternatively, only focus on the 7 areas where the canal widens, and the structure goes under the road or sidewalk. I have identified two such areas below circled in red, although this would leave the rest of the canal untreated.”*



- 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**

- Aside from landscaping there was minor damage to the monuments on Cross Prairie. A vendor was sent out to address the overhanging debris from the top of each.



- There is a dog station and trash can on Knotty Pine that were installed by Jones Homes. They would like to turn these along with the pond trees over to the district. These items are on district property. My recommendation is no to accept until the stations and benches are addressed as well as some trees that need to be restaked and/or replaced.





Oct 11, 2024 9:42:02 AM  
4910 Shady Pines Drive  
St. Cloud  
Osceola County  
Florida



Oct 11, 2024 9:42:11 AM  
3846 Knotty Pine Street  
St. Cloud  
Osceola County  
Florida



Oct 31, 2024 9:46:35 AM  
3835 Knotty Pine Street  
St. Cloud  
Osceola County  
Florida



Oct 31, 2024 9:45:29 AM  
3835 Knotty Pine Street  
St. Cloud  
Osceola County  
Florida

- There was a street light and palm tree knocked down by a vehicle on Cross Prairie. There was no police report for this accident. The pole was removed and has yet to be replaced. I am monitoring this with OUC.



- The fencing surrounding the lift station was damaged during Hurricane Milton. Bobby Wannas is working to resolve this with TOHO to resolve.





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

**STAFF**  
**REPORTS**  
**Cla**



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

**Estimate: #98716**

**Customer Address**  
BTI Partners  
Mike Osborn  
4798 New Broad St  
Orlando, Florida 32814  
mosborn@btipartners.com

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

**Physical Job Address**  
Cross Prairie Edgewater CDD  
Cross Prairie Pkwy & Clay Whaley Rd.  
St. Cloud, FL 34772

**Job**  
weed mitigation

**Estimated Job Start Date**  
October 17, 2024

**Proposed By**  
Gabriel Wood

**Due Date**

| <b><u>Estimate Details</u></b>                 |             |                 |                  |                    |
|------------------------------------------------|-------------|-----------------|------------------|--------------------|
| <b>Description of Services &amp; Materials</b> | <b>Unit</b> | <b>Quantity</b> | <b>Rate</b>      | <b>Amount</b>      |
| <b>Tree/Plant Installation</b>                 |             |                 |                  |                    |
| Site Prep                                      |             |                 |                  | \$5,200.00         |
| Debris Removal and Disposal Fee                | Each        | 0               |                  | \$0.00             |
| round up spray                                 | Dollar      | 80              | \$65.00          | \$5,200.00         |
| Cocoa Mulch Installed (E)                      | Cubic Yard  | 0               |                  | \$0.00             |
| Pine Bark Mulch (Dyed) Installed (E)           | Cubic Yard  | 0               |                  | \$0.00             |
| Irrigation Labor (E)                           | Each        | 0               |                  | \$0.00             |
|                                                |             |                 | <b>Subtotal</b>  | <b>\$10,400.00</b> |
| <b>Irrigation Repairs</b>                      |             |                 |                  |                    |
| Irrigation Labor (Hide)                        |             |                 |                  | \$0.00             |
|                                                |             |                 | <b>Subtotal</b>  | <b>\$0.00</b>      |
|                                                |             |                 | <b>Job Total</b> | <b>\$10,400.00</b> |

this proposal is for the weeds in all the beds on the road way. we will spray the weeds and remove/ kill the weeds

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

Proposed By:

Agreed & Accepted By:

**Gabriel Wood**  
Down to Earth  
Landscape & Irrigation

**10/18/2024**  
Date

BTI Partners

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**  
**Cib**



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

Estimate: #98850

**Customer Address**  
BTI Partners  
Mike Osborn  
4798 New Broad St  
Orlando, Florida 32814  
mosborn@btipartners.com

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

**Physical Job Address**  
Cross Prairie Edgewater CDD  
Cross Prairie Pkwy & Clay Whaley Rd.  
St. Cloud, FL 34772

**Job**  
walking trial clean up

**Estimated Job Start Date**  
October 18, 2024

**Proposed By**  
Gabriel Wood

**Due Date**

| Estimate Details                                |      |          |           |            |
|-------------------------------------------------|------|----------|-----------|------------|
| Description of Services & Materials             | Unit | Quantity | Rate      | Amount     |
| Tree/Plant Installation                         |      |          |           |            |
| walking trial clean up and spraying of round up |      |          |           | \$1,625.00 |
|                                                 |      |          | Subtotal  | \$1,625.00 |
| Irrigation Repairs                              |      |          |           |            |
| Irrigation Labor (Hide)                         |      |          |           | \$0.00     |
|                                                 |      |          | Subtotal  | \$0.00     |
|                                                 |      |          | Job Total | \$1,625.00 |

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/>.





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

Proposed By:

Agreed & Accepted By:

**Gabriel Wood**  
Down to Earth  
Landscape & Irrigation

10/18/2024

Date \_\_\_\_\_

BTI Partners

Date \_\_\_\_\_

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

**STAFF**  
**REPORTS**  
**Clc**



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

Estimate: #99091

**Customer Address**

BTI Partners  
Mike Osborn  
4798 New Broad St  
Orlando, Florida 32814  
mosborn@btipartners.com

**Billing Address**

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

**Physical Job Address**

Cross Prairie Edgewater CDD  
Cross Prairie Pkwy & Clay Whaley Rd.  
St. Cloud, FL 34772

**Job**

Irrigation trouble shooting on the  
cross prairie blvd

**Estimated Job Start Date**

October 22, 2024

**Proposed By**

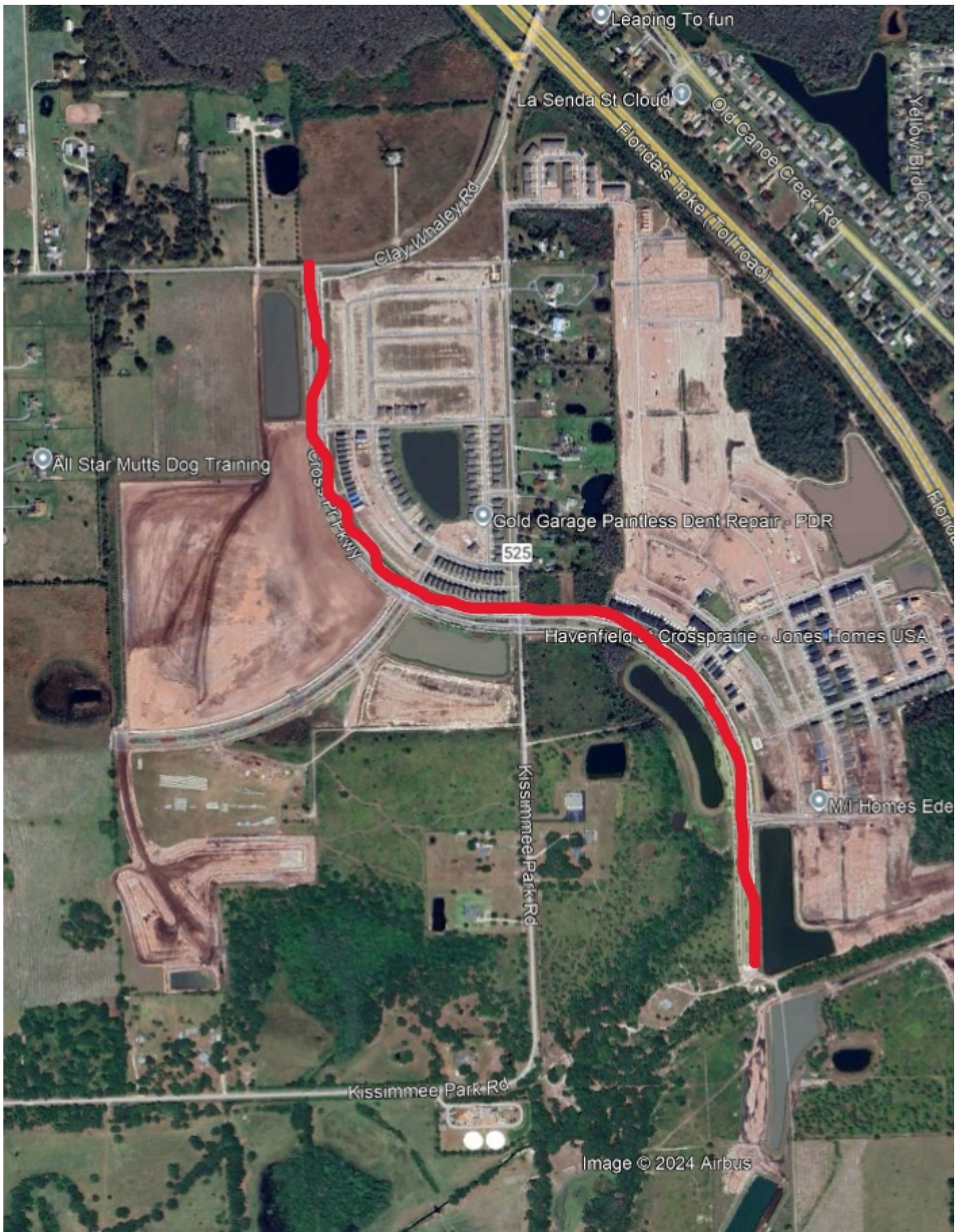
Gabriel Wood

**Due Date**

| <u>Estimate Details</u>             |          |         |                 |
|-------------------------------------|----------|---------|-----------------|
| Description of Services & Materials | Quantity | Rate    | Amount          |
| <b>Enhancements</b>                 |          |         |                 |
| Irrigation Labor                    | 4.00     | \$85.00 | \$340.00        |
| <b>Subtotal</b>                     |          |         | <b>\$340.00</b> |
| Estimated Tax                       |          |         | \$0.00          |
| <b>Job Total</b>                    |          |         | <b>\$340.00</b> |

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.





We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtlandscape.com/terms-and-conditions/>.

This proposal is for trouble shooting the clock on the blvd. Irrigation tech went out to check the system and noticed that the clock said "alarm" meaning that there are some issues causing the zones to not turn when scheduled. we will need time to go through each individual zone. there are 208 zones on the clock. Each zone that has an alarm we will need to see what the issue is causing it and write it down to get the parts to fix.





# DOWN TO EARTH

LANDSCAPE & IRRIGATION

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

Report Type: \_\_\_\_\_

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

Date: \_\_\_\_\_

EDS BLU

Rainbird 1x

Page #:

|           | Start Times: | Seasonal Adjust: | Run Days:                |
|-----------|--------------|------------------|--------------------------|
| Program A | 7:00 PM      | 100 %            | <del>M T W T F S S</del> |
| Program B | 1:30 PM      | 100 %            | <del>M T W T F S S</del> |
| Program C | 7:00 PM      | 100 %            | <del>M T W T F S S</del> |
| Program D | 7:00 PM      | 100 %            | <del>M T W T F S S</del> |

Controller Make & Model: \_\_\_\_\_

Controller Status: \_\_\_\_\_

POC info: \_\_\_\_\_

Pump Status & Type: \_\_\_\_\_

| WORKING       |               | NOT WORKING |            |
|---------------|---------------|-------------|------------|
| Potable Water | Reclaim Water | Well Water  | Lake Water |
| PRESSURIZED   | PUMP START    | CENTRIFUGAL | SUBMERS    |

## Information:

|                                    |  |  |  |  |  |  |  |  |  |
|------------------------------------|--|--|--|--|--|--|--|--|--|
| Zone Number                        |  |  |  |  |  |  |  |  |  |
| Spray, Rotor, MP, Drip, or Bubbler |  |  |  |  |  |  |  |  |  |
| Run Time [Program: ]               |  |  |  |  |  |  |  |  |  |
| Run Time [Program: ]               |  |  |  |  |  |  |  |  |  |
| Battery Pack/Doubler/Add-a-Zone    |  |  |  |  |  |  |  |  |  |
| Zone Faults or Alarms              |  |  |  |  |  |  |  |  |  |

## Contract/Maintenance [No Charge]:

|                            |   |   |   |   |   |   |   |   |   |
|----------------------------|---|---|---|---|---|---|---|---|---|
| Checked Filters/Cleaned    |   |   |   |   |   |   |   |   |   |
| Maintenance Repairs        |   |   |   |   |   |   |   |   |   |
| Clogged Nozzles            |   |   |   |   |   |   |   |   |   |
| Head Straightened/Adjusted | / | / | / | / | / | / | / | / | / |

## Billable Repairs or Upgrades:

|                          |  |  |  |  |  |  |  |  |  |
|--------------------------|--|--|--|--|--|--|--|--|--|
| Head Broken - 6" spray   |  |  |  |  |  |  |  |  |  |
| Head Broken - 12" spray  |  |  |  |  |  |  |  |  |  |
| Head Broken - 6" rotor   |  |  |  |  |  |  |  |  |  |
| Head Broken - 12" rotor  |  |  |  |  |  |  |  |  |  |
| Broken Riser             |  |  |  |  |  |  |  |  |  |
| Upgrade 4" to 6" Pop Up  |  |  |  |  |  |  |  |  |  |
| Upgrade 6" to 12" Pop Up |  |  |  |  |  |  |  |  |  |
| Nozzle - MPR             |  |  |  |  |  |  |  |  |  |
| Nozzle - MP rotator      |  |  |  |  |  |  |  |  |  |
| Severe Line Clog         |  |  |  |  |  |  |  |  |  |
| Lateral Line Break       |  |  |  |  |  |  |  |  |  |
| Relocation               |  |  |  |  |  |  |  |  |  |

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.

|                                                                                                |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
|------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|-----------|--|--|--|--|
| Head Raised or Lowered-Turf                                                                    |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Head Raised or Lowered-Shrub                                                                   |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Damaged Valve Box                                                                              |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Valve - Inoperative/Sticking                                                                   |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Additional Labor/Troubleshoot                                                                  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Other-See Comments                                                                             |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Additional Comments:                                                                           |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Alarm no show me station alarm<br>water for full line inspection and check<br>troubleshooting. |  |  |  |  |  |  |  |  |  |           |  |  |  |  |
| Technician Name:                                                                               |  |  |  |  |  |  |  |  |  | Signature |  |  |  |  |

Proposed By:

Agreed & Accepted By:

**Gabriel Wood**  
Down to Earth

10/22/2024  
Date

BTI Partners

Date

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

**STAFF**  
**REPORTS**  
**CId**

**Down to Earth**

PO Box 72701  
Cleveland, Ohio 44192-0002  
(321) 263-2700

**Estimate: #99734****Customer Address**

BTI Partners  
Mike Osborn  
4798 New Broad St  
Orlando, Florida 32814  
mosborn@btipartners.com

**Billing Address**

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

**Physical Job Address**

Cross Prairie Edgewater CDD  
Cross Prairie Pkwy & Clay Whaley Rd.  
St. Cloud, FL 34772

**Job**

Hurricane and Severe Weather  
Clean Up Edge water east

**Estimated Job Start Date**

October 28, 2024

**Proposed By**

Gabriel Wood

**Due Date****Estimate Details**

| Description of Services & Materials                   | Unit       | Quantity | Rate    | Amount     |
|-------------------------------------------------------|------------|----------|---------|------------|
| <b>Tree/Plant Installation</b>                        |            |          |         |            |
| General Labor (per person/per hour)                   | Hours      | 25       | \$80.00 | \$2,000.00 |
| General Labor Overtime (per person/per hour)          | Hours      | 0        |         | \$0.00     |
| Bucket Truck & Chipper (per person/per hour)          | Hours      | 0        |         | \$0.00     |
| Bucket Truck & Chipper Overtime (per person/per hour) | Hours      | 0        |         | \$0.00     |
| Loader & Operator (per person/per hour)               | Hours      | 0        |         | \$0.00     |
| Loader & Operator Overtime (per person/per hour)      | Hours      | 0        |         | \$0.00     |
| Dump Fees                                             | Cubic Yard | 0        |         | \$0.00     |
| Arbor w/ Chipper (per person/per hour)                | Hours      | 0        |         | \$0.00     |
| Arbor w/ Chipper Overtime (per person/per hour)       | Hours      | 0        |         | \$0.00     |
| 2" dia x 8' Lodge Pole with Staking Ropes             | Each       | 40       | \$35.00 | \$1,400.00 |
| Palm Banding Kits (with 2x4x8's)                      | Box        | 0        |         | \$0.00     |
| Crane                                                 |            |          |         | \$0.00     |
| <b>Irrigation Repairs</b>                             |            |          |         |            |
| Irrigation Repair (per person/per hour)               | Hours      | 0        |         | \$0.00     |
| Irrigation Repair Overtime (per person/ per hour)     | Hours      | 0        |         | \$0.00     |

**Subtotal** **\$3,400.00**

Estimated Tax \$0.00

**Job Total** **\$3,400.00**

Estimate requires a 50% down payment. 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://dteandscape.com/terms-and-conditions/>.







We staked and stood up 40 trees that was either leaning or fallen over. the pictures attached are some of the trees that we did.

Rates are per person, per hour and will continue until DTE is notified to stop work or regular maintenance resumes. Given the nature of these services, payments are progress billed, and due immediately for all hurricane and/or severe weather-related charges. Also, please note that any preparation material or replacement material will be billed separately.

Proposed By:

Gabriel Wood  
Down to Earth

10/28/2024

Date

Agreed & Accepted By:

\_\_\_\_\_  
BTI Partners

\_\_\_\_\_  
Date



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

**STAFF**  
**REPORTS**  
**CIIa**



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

**Estimate: #96602**

**Customer Address**

Edgewater East CDD  
Bobby Wanas  
4798 New Broad Street  
Suite 220  
Orlando, Florida 32814  
bwanas@bitpartners.com

**Billing Address**

Bobby Wanas  
Edgewater East CDD  
4798 New Broad Street  
Suite 220  
Orlando, FL 32814

**Physical Project Address**

Clay Whaley Rd PH 1 & ED5 Framework  
PHG 1 - Construction  
2595 Clay Whaley Rd  
Saint Cloud, FL 34772

**Project**

PCO #2 - Mowing Property per  
Map

**Estimated Project Start Date**

September 1, 2023

**Proposed By**

Russell Woodall

**Due Date**

March 27, 2023

**Estimate Details**

| Description of Services & Materials | Quantity | Rate            | Amount            |
|-------------------------------------|----------|-----------------|-------------------|
| <b>Default Group</b>                |          |                 |                   |
| Mowing Crew                         | 1.00     | \$3,795.00      | \$3,795.00        |
| 15% Mark up                         | 1.00     | \$569.25        | \$569.25          |
|                                     |          | <b>Subtotal</b> | <b>\$4,364.25</b> |
| <b>Project Total</b>                |          |                 | <b>\$4,364.25</b> |

The Subtotal of "Optional Services" above is not included in the "Project Total". Selection of any of the above "Optional Services" will add to the value of the "Project Total".

This estimate is valid for thirty (30) Days

**LANDSCAPE**

Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.  
Plant beds and soil to be free of weeds and debris including lime rock.  
Grade to be received at +/- .10 of a foot to finish landscape grade  
No import or export of soil included.  
Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.

**IRRIGATION**

No directional drill included.  
No cut and patch of asphalt or concrete included.  
No booster pump included. If required, to be supplied at additional cost.  
No MOT included. All required MOT to be supplied, installed and maintained by others.  
Water meter supplied and installed by others.

No irrigation sleeves included in base bid-see optional services.

**MAINTENANCE**

Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase.  
After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance".  
Maintenance proposal will not interfere with the installation contract or required warranty.

**WARRANTY**

All trees, palms, shrubs and plant material shall be warranted against defects in material and workmanship for the period of 1 year, starting after date of completion and acceptance of the project or phase. Final acceptance of all landscape and irrigation under contract shall constitute the beginning of guarantee period. Replacements will be in accordance with the drawings and specifications.  
If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

Proposed By:

Agreed & Accepted By:

|                                         |                   |
|-----------------------------------------|-------------------|
| <u>Russell Woodall</u>                  | <u>09/19/2024</u> |
| Down to Earth<br>Landscape & Irrigation | Date              |

|                    |       |
|--------------------|-------|
| _____              | _____ |
| Edgewater East CDD | Date  |

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

**STAFF**  
**REPORTS**  
**CIIB**



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

**Estimate: #96602**

**Customer Address**

Edgewater East CDD  
Bobby Wanas  
4798 New Broad Street  
Suite 220  
Orlando, Florida 32814  
bwanas@bitpartners.com

**Billing Address**

Bobby Wanas  
Edgewater East CDD  
4798 New Broad Street  
Suite 220  
Orlando, FL 32814

**Physical Project Address**

Clay Whaley Rd PH 1 & ED5 Framework  
PHG 1 - Construction  
2595 Clay Whaley Rd  
Saint Cloud, FL 34772

**Project**

PCO #2 - Mowing Property per  
Map

**Estimated Project Start Date**

September 1, 2023

**Proposed By**

Russell Woodall

**Due Date**

March 27, 2023

**Estimate Details**

| Description of Services & Materials | Quantity | Rate            | Amount            |
|-------------------------------------|----------|-----------------|-------------------|
| <b>Default Group</b>                |          |                 |                   |
| Mowing Crew                         | 1.00     | \$3,795.00      | \$3,795.00        |
| 15% Mark up                         | 1.00     | \$569.25        | \$569.25          |
|                                     |          | <b>Subtotal</b> | <b>\$4,364.25</b> |
| <b>Project Total</b>                |          |                 | <b>\$4,364.25</b> |

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Plant beds and soil to be free of weeds and debris including lime rock.  
Grade to be received at +/- .10 of a foot to finish landscape grade  
No import or export of soil included.  
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Water meter supplied and installed by others.

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If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

Proposed By:

Agreed & Accepted By:

|                                         |                   |
|-----------------------------------------|-------------------|
| <u>Russell Woodall</u>                  | <u>09/19/2024</u> |
| Down to Earth<br>Landscape & Irrigation | Date              |

|                    |       |
|--------------------|-------|
| _____              | _____ |
| Edgewater East CDD | Date  |

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

**STAFF**  
**REPORTS**  
**CIII**



**The Lake Doctors, Inc.**  
Aquatic Management Services

**Winter Springs Office**  
3543 State Road 419  
Winter Springs, FL 32708  
407-327-7918  
WinterSprings@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement

Remit to: The Lake Doctors Inc.  
PO BOX 20122  
Tampa, FL 33622-0122

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

**PROPERTY NAME (Community/Business/Individual)** \_\_\_\_\_

**MANAGEMENT COMPANY** \_\_\_\_\_

**INVOICING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE ( )** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):  
One (1) 2700' Canal and One (1) 1900' Canal associated with **Cross Prairie Canals, St. Cloud FL.**

Includes a minimum of Twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

|    |                                                    |                 |                 |
|----|----------------------------------------------------|-----------------|-----------------|
| 1. | Underwater and Floating Vegetation Control Program | \$235.00        | <b>Monthly</b>  |
| 2. | Shoreline Grass and Brush Control Program          | \$              | <b>INCLUDED</b> |
| 3. | Free Callback Service                              | \$              | <b>INCLUDED</b> |
| 4. | Monthly Written Service Reports                    | \$              | <b>INCLUDED</b> |
| 5. | Additional Treatments, if required                 | \$              | <b>INCLUDED</b> |
|    | <b>Total of Services Accepted</b>                  | <b>\$235.00</b> | <b>Monthly</b>  |

**\$235.00 of the above sum-total shall be due and payable upon execution of this Agreement;** the balance shall be payable in advance in monthly installments of **\$235.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before November 23, 2024.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

### CUSTOMER PREFERENCES

**INVOICE FREQUENCY:** \_\_\_ MONTHLY \_\_\_ EVERY OTHER MONTH \_\_\_ QUARTERLY \_\_\_ SEMI-ANNUAL \_\_\_ ANNUAL

**INVOICE TIMING:** \_\_\_ BEGINNING OF THE MONTH \_\_\_ WITH SERVICE COMPLETION

**EMAIL INVOICE:** \_\_\_ YES \_\_\_ NO | If yes, provide invoice email: \_\_\_\_\_

**EMAIL WORK ORDER:** \_\_\_ YES \_\_\_ NO | If yes, provide work order email: \_\_\_\_\_

**THIRD PARTY COMPLIANCE/REGISTRATION:** \_\_\_ YES \_\_\_ NO

**THIRD PARTY INVOICING PORTAL\*\*:** \_\_\_ YES \_\_\_ NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

**REQUESTED START MONTH:** \_\_\_\_\_ | **PURCHASE ORDER #:** \_\_\_\_\_

**THE LAKE DOCTORS, INC.**

**CUSTOMER:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Jonathan Bandy - SALES MANAGER

Title \_\_\_\_\_



## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
  - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. **THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.**
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

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

**STAFF**  
**REPORTS D**



Orlando Office  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
F 407.843.1070

November 1, 2024

Project No. R201042.15

Mr. Shawn Hindle  
Edgewater East Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Proposal**  
**Professional Services**  
**Edgewater East – North Cross Prairie Parkway - Construction Administration**  
**St. Cloud, Florida**

Dear Mr. Hindle:

GAI Consultants, Inc. (GAI) is submitting this Proposal to Edgewater East Community Development District (Client) to perform the professional services described below in the Scope of Services for the project stated above.

**Scope of Services**

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services for Edgewater East North Cross Prairie Parkway:

**1.0 Construction Administration**

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, SFWMD, Toho Water Authority, and the Client.
- GAI will make up to two (2) field visits per month to observe the construction and the testing of the infrastructure before Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will inform the Client of its observations of the work and advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and receipt from the Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to FDEP, Osceola County, Toho Water Authority, and the SFWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring, and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

### **Additional Services**

The consultant will provide additional services upon written request from the Client. The scope and fee required for these services will be identified and negotiated, and a supplemental agreement will be executed prior to the initiation of the professional service.

### **Services Not Included**

The following services are not included in this Agreement at this time:

- An Estimate of Probable Cost (Civil Engineering)
- Earthwork Analysis
- Ecological and Environmental Services
- Structural Design
- Geotechnical Investigation
- FDEP Environmental Permitting
- Bridge Design
- MUP Report Update/Modifications
- FEMA Permitting
- Survey Services
- Platting Services

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

### **Reimbursable Expenses**

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project, such as printing and reprographics, application/filing fees, travel, postage, and courier service charges, and the purchase of maps and similar documents. These direct expenses will be billed at cost.

### **Schedule**

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

### **Compensation**

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis, not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary)



without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates when the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Additional services may be proposed by GAI and authorized by Client via an e-mail and does not require Client's signature.

## Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

## Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will work with the Client's environmental consultant on permit submittals. It is assumed the Client's Environmental Consultant will be responsible for completing the environmental portions of permit submissions to Osceola County, St. Cloud Utilities, SFWMD, and FEMA applications.
2. Utility Franchise (switch gears, transformers, phone lines, cable, and fiber optics) location and design coordination within the project limits will be by others.
3. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
4. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,  
**GAI Consultants, Inc.**

 Digitally signed by Anthony P. Reddeck  
DN:  
E=Anthony.P.Reddeck@gaiconsultants.com,  
CN=Anthony P. Reddeck  
Date: 2024.11.01 11:23:55-04'00'

**Tony Reddeck**  
Engineering Director

 Digitally signed by Kathleen S. Leo  
DN:  
E=KLeo@gaiconsultants.com,  
OU=GAI Consultants, Inc.,  
CN=Kathleen S. Leo  
Date: 2024.11.04 07:58:23-05'00'

**Kathleen S. Leo, P.E.**  
Vice President

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary  
Exhibit A –Terms and Conditions for Professional Services  
Exhibit B – 2024 Community Development Florida Rate Schedule

REQUESTED AND AUTHORIZED BY:  
**Edgewater East Community Development District**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Table 1**  
**Estimated Cost Summary**  
**Professional Services**  
**Edgewater East – North Cross Prairie Parkway**

| Task |                                                       | Estimated Fee |
|------|-------------------------------------------------------|---------------|
| 1.0  | Construction Administration (8 months, \$4,250/month) | \$34,000      |

## **EXHIBIT A**

### **Terms and Conditions for Professional Services**



**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:
- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
  - C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
  - D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:  
  
Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
  - B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
  - C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
  - D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

Rev. 2/2016

Page 3 of 3

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
  - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
  - (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60- 250.5(a)(b), and 41 CFR 60-741.5(a)(b).



Modifications and Additions to the Standard Terms and Conditions for Professional Services ("Modifications")

Edgewater East Community Development District ("Owner" or "Client") and GAI Consultants, Inc. ("GAI" or "Consultant") hereby modify, amend, supplement or supersede certain portions of the Agreement and the Standard Terms and Conditions for Professional Services set forth above as more particularly described below. The Modifications shall take precedence over any conflicting or ambiguous provision or term in the Agreement or in the Standard Terms and Conditions for Professional Services set forth above.

Covenants

1. The foregoing recital is incorporated herein as true and correct.
2. Any references to "BTI Partners" or "BTI" in the Agreement are deleted and "Edgewater East Community Development District" is substituted therein for such references.
3. Exhibit "A", Standard Terms and Conditions, delete Sections 3A-B and insert the following:

"Invoicing".

- a. Fees for professional services and reimbursements will be invoiced monthly and will be submitted by the first of each month for the immediately preceding thirty-day period. Fees and reimbursable expenses not invoiced within ninety (90) days of the work performed or cost incurred will be deemed waived. Payment shall be made within forty-five (45) days following receipt. Each invoice will contain a detailed description of all work and costs incurred to Owner's satisfaction and will show the percentage of work accomplished to date for the scope of work reflected in the invoice. Should GAI fail to complete a portion of the scope of work for the lump sum amount allocated to it, GAI shall bear all additional expense in order to finish that portion of the scope of work. No work or expense incurred outside the scope of work described in this agreement shall be paid unless GAI timely submits an "Additional Services Invoice" clearly detailing the work and expense and explaining the basis for why the services were not encompassed in the Proposal's Scope of Work and containing the Owner's written authorization for such work or expense. Any ambiguity in whether the work or expense was encompassed in the Scope of Work shall be reasonably decided by Owner. Unpaid invoices will accrue interest at the rate of ten percent per annum or the maximum permitted by law, whichever is less. Invoices are to be emailed to [kkramer@btipartners.com](mailto:kkramer@btipartners.com), [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com) and [www.torresewhhassociates.com](http://www.torresewhhassociates.com).

In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that are successfully recovered under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

- b. GAI shall provide a lien release with all invoices for payment. All fees and expenses are net US Dollars exclusive of transfer costs and tariffs."

4. Exhibit "A", Standard Terms and Conditions, to the end of Section 3C, add: "GAI will incur no expenses in excess of \$1,000 without notifying Owner in advance and securing Owner's written approval. All expenses will be documented with supporting receipts, invoices and such other supporting documentation."

5. Exhibit "A", Standard Terms and Conditions, to the end of Section 5F add: "Similarly, GAI will designate a representative equally empowered with respect to the services rendered under the Agreement."

6. Exhibit "A", Standard Terms and Conditions, delete Section 5I.

7. Exhibit "A", Standard Terms and Conditions, delete Section 7A.

8. Exhibit "A", Standard Terms and Conditions, delete the second and third sentences of Section 7B.

9. Exhibit "A", Standard Terms and Conditions, add a new Section 7E:

"E. Upon full payment by Owner for the scope of work pursuant to the Agreement, GAI agrees to transfer ownership of all work product to Owner and shall execute such documents as are necessary to effect such transfer for the continued use on this project, as intended."

10. Exhibit "A", Standard Terms and Conditions, delete Section 9 "Insurance" and substitute the following:

"Insurance. The insurance limitations in the Proposal are deleted and the following provisions are included herein:

- I. Insurance to be maintained by GAI. GAI must maintain in effect at all times, and at GAI's sole cost and expense (including, but not limited to, any deductible or self-insured retention amount required hereunder), and cause all sub-consultant (including but not limited to those consultants, and parties identified in the Agreement this Addendum is attached thereto) to maintain, the following lines of insurance, which must be issued by a company or companies authorized and licensed to do business in the state in which the services are performed and where the project is located, possessing an A.M. Best's Rating of not less than "A-" and a financial size of "VIII" (provided that for GAI's Professional Liability the rating shall be not less than "A-" and a financial size of "V") in the latest edition of Best's Insurance Reports (except for the State Fund for Workers' Compensation coverage, if applicable). GAI's compliance with the provisions of this Addendum shall in no way limit GAI's liability under any provision of this Addendum.
- a. Workers Compensation and Employers Liability Insurance. Workers' Compensation Insurance as required by statute, together with Employer's Liability Insurance in amounts of not less than \$1,000,000 bodily injury by accident - each accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit, or such greater amounts as may be required by GAI's umbrella and/or excess liability policy in order to affect such coverage.
- b. Commercial General Liability Insurance. Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, and \$2,000,000 products completed operations aggregate. Such policy must include a

separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement.

- c. Commercial Automobile Liability. Commercial Automobile Liability Insurance covering all owned, non-owned, leased, or hired vehicles with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- d. Professional Liability. Professional Liability Insurance with a minimum limit of not less than \$2,000,000 per claim and \$2,000,000 in the annual aggregate covering the professional services performed in connection with the Agreement and continuing in force by renewal or extended reporting provision for not less than the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. This coverage form shall be a "claims made" form. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date (i) the date which any services contemplated in the Agreement are commenced by GAI, and (ii) the date of the Agreement. The policy shall not contain any exclusions or restrictions limitation applicable to the work, services or operations of the type contemplated by the Agreement, including but not limited to, services associated with residential and condominium construction if applicable, development or renovation. Professional Liability Insurance policies may include defense costs within the limit of liability.
- e. Contractors Pollution Liability. If GAI or any sub-consultant's work involves environmental abatement, testing, or remediation work, including treatment, storage, removal or transport of hazardous material at, to, or from the site, or if otherwise required by Client, GAI and/or sub-consultant must maintain Contractor's Pollution Liability Insurance on an occurrence form with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy must include liability coverage for bodily injury, personal injury, property damage, and clean-up costs resulting from Hazardous Substances and pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of aboveground and underground storage tanks (if applicable to the work or services). Such policy must not include any exclusion or coverage restriction related to lead, lead based paint or silica and be continuously maintained as to completed operations coverage with respect to liability arising out of the work or services for a minimum period of not less than the greater of three (3) years after final completion of the work or services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose and shall include coverage for loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the project, any other land, the atmosphere, or any water course or body of water (collectively, a "Release"), whether such Release is gradual or sudden and accidental.

Umbrella and/or Excess Liability Insurance. Umbrella and/or Excess Liability Insurance written on a follow form basis and not more restrictive than the underlying insurance herein, which must "drop down" over reduced or exhausted limits as to such underlying policies, with minimum limits of \$2,000,000 each occurrence and \$2,000,000 annual aggregate or in greater limits if otherwise carried by GAI in excess of Employers' Liability, Commercial Automobile Liability, and Commercial General Liability Insurance required herein. Such umbrella and/or excess liability policies must be endorsed or otherwise provide that this insurance is primary to, and non-contributory with, any other insurance on which the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis. This must cause the umbrella and/or excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under GAI's insurance policies. Such coverage shall be maintained for not less the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. Notwithstanding anything to the contrary herein, the minimum limits of insurance that GAI shall require of sub-consultant's performing work or services in relation to the Agreement shall be \$1,000,000 per claim and \$1,000,000 in the annual aggregate. The insurance limits required by this agreement may be achieved by the base policies and the umbrella policy which shall attach and follow form with the insurance coverages as required in this Addendum.

- a. Property Insurance. GAI shall be solely responsible for GAI's supplies, materials, tools and any other property used in connection with the work or services, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.
  - b. Other Insurance. Such other insurance coverages in such form and amounts as may be required by Client or Client's lender(s) from time to time.
- II. Additional Insurance Requirements. Unless otherwise specified herein this Addendum, GAI shall comply, and cause its sub-consultant and each of their respective insurers (including GAIs) to comply, with the additional insurance requirements outlined in this Section II.
- a. Prior to, or concurrently with the execution of the Agreement, and prior to the performance of any work or services in connection with the Agreement, GAI will file with Client certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Client, or failure of GAI (or any sub-consultant) to provide certificates of insurance and endorsements as required hereunder, be construed as a waiver of or estoppel to assert GAI's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth in this Addendum.
  - b. The Commercial General Liability (including ongoing and products-completed operations coverage, as well as any excess liability coverage utilized to achieve the minimum limits set forth in Section 1(b) hereof), Commercial Automobile Liability, and Contractors Pollution Liability (if applicable) must include Client, any of their affiliates, partners, subsidiaries and any additional party Client may designate from time to time, along with each of their respective director, officers, principals, members, partners, shareholder, employees, successors, and assigns (each an "Additional Insured" and, collectively, the "Additional Insureds") as additional insureds, and such coverage shall be primary and non-contributory to any insurance maintained by or on behalf of Additional Insureds.
  - c. All insurance required herein shall: (i) provide (except for professional liability) for a waiver of subrogation in favor of Additional Insureds; (ii) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to nonpayment of premium) to Client; and (iii) contain deductibles not greater than \$25,000 absent written approval from Client, and GAI shall be solely responsible for any deductible and or self-insured retention payments; and (iv) provide that defense costs shall be outside liability limit. GAI agrees to waive all rights of subrogation against Additional Insureds.
  - d. GAI hereby expressly agrees to fully comply and will cause each of its sub-consultants for which it is responsible to fully comply, with all applicable Federal and State rules, laws and regulations.
- III. Limitation of Damages. Client agrees the liability, if any, of GAI to Client whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the greater of (i) the amount of insurance proceeds available in connection with the settlement or satisfaction of the claim; or (ii)

\$1,000,000. Limitation of liability shall not apply in the event of damage or loss arriving out of GAI's fraud, gross negligence, or willful misconduct.

- IV. Indemnification. To the fullest extent permitted by law, GAI ("Indemnitor") shall indemnify, defend (except with respect to professional liability claims) and hold harmless Client, its officers, directors or employees of any of them and the Additional Insureds (as defined herein) (collectively "Indemnitee or Indemnitees") from and against claims, damages, losses and expenses, including but not limited to the payment and/or reimbursement of any reasonable attorneys' fees, experts' fees and consultants' fees, to the extent caused by (i) the negligent acts, error or omissions of the Indemnitor, or anyone Indemnitor is responsible for, or (ii) a violation of the standard of care whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom. However, the Indemnitor shall have no obligation to indemnify, defend, protect and hold harmless the Indemnitees to the extent any losses or damages arising out of bodily injury to a person or damage to property are caused by or result from the gross negligence of the Indemnitee[s]. Additionally, nothing in this Agreement requires GAI to indemnify the Client for the Client's percentage of fault if the Client is adjudged to be more than 50% at fault for any claims against the Client and GAI as jointly liable parties. GAI further agrees that nothing herein shall constitute or be construed as a waiver of the Client's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The duty to defend (except with respect to professional liability claims) under this article is independent from the duty to indemnify. Such duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to GAI. GAI's obligation to indemnify and defend (except with respect to professional liability claims) under this section will survive the expiration or earlier termination of the agreement until it is determined by final judgment that an action against the Indemnitees for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations."

11. Exhibit "A", Standard Terms and Conditions, delete Section 11.
12. Exhibit "A", Standard Terms and Conditions, delete Section 14.
13. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor in Section 16A.
14. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
15. Exhibit "A", Standard Terms and Conditions, delete 1st paragraph of Section 16D and substitute the following:

"D. Dispute Resolution. Mediation is a required condition precedent to the filing of any lawsuits should a dispute relating to this Agreement arise between the parties. Either party may invoke mediation by notifying the other in writing and mediation shall be conducted within sixty (60) days of notification before a mutually acceptable Florida Supreme Court certified mediator at a mutually acceptable time, date, and place. The cost of the mediator's fee shall be equally divided between the parties. In the event mediation is unsuccessful in resolving the dispute, either party may enforce this Agreement in the appropriate state court having jurisdiction in Osceola County, Florida. The parties consent to jurisdiction in Osceola County, Florida. The prevailing party in any such action shall recover its reasonable attorney's fees and costs both at the trial and appellate levels."
16. Exhibit "A", Standard Terms and Conditions, to Section 16F(2) add:

"Costs associated with termination shall not exceed \$5,000 and shall be described in detail, with supporting documentation, in order to be reimbursable."
17. Exhibit "A", Standard Terms and Conditions, add a new Section 16L:

GAI understands and agrees that all documents of any kind provided to the Client in connection with this Agreement may be public records, and, accordingly, GAI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. GAI acknowledges that the designated public records custodian for the Client is Craig Wrathell ("Public Records Custodian"). Among other

requirements and to the extent applicable by law, GAI shall

1) keep and maintain public records required by the Client to perform the service; 2) upon request by the Public Records Custodian, provide the Client 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 GAI does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the contract, transfer to the Client, at no cost, all public records in GAI's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public

records pursuant to Florida laws. When such public records are transferred by the GAI, GAI 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 Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GAI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GAI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431."

18. Exhibit "A", Standard Terms and Conditions, add a new Section 16M:

"The Engineer shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Engineer 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 Engineer has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement."
19. Exhibit "A", Standard Terms and Conditions, add a new Section 16N:

"The Engineer agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes."
20. Exhibit "A", Standard Terms and Conditions, add a new Section 16O:

"Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes;  
(ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.”

END OF TERMS AND CONDITIONS



## **EXHIBIT B**

### **2024 Community Development Florida Rate Schedule**

## 2024 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2025. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

| Labor Classification          | Invoice Rate |
|-------------------------------|--------------|
| Expert Witness                | \$350.00     |
| CSG Senior Director 3         | \$350.00     |
| CSG Senior Director 2         | \$315.00     |
| CSG Senior Director 1         | \$295.00     |
| CSG Director 2                | \$265.00     |
| CSG Director 1                | \$235.00     |
| CSG Senior Manager 2          | \$215.00     |
| CSG Senior Manager 1          | \$195.00     |
| CSG Manager                   | \$175.00     |
| CSG Assistant Manager         | \$165.00     |
| CSG Senior Professional 2     | \$155.00     |
| CSG Senior Professional 1     | \$145.00     |
| CSG Professional 2            | \$135.00     |
| CSG Professional 1            | \$125.00     |
| CSG Senior Project Technician | \$115.00     |
| CSG Project Technician 2      | \$110.00     |
| CSG Project Technician 1      | \$95.00      |
| CSG Technician 1              | \$85.00      |
| Principal                     | \$360.00     |
| Technical/Professional 30     | \$345.00     |
| Technical/Professional 29     | \$330.00     |
| Technical/Professional 28     | \$320.00     |
| Technical/Professional 27     | \$310.00     |
| Technical/Professional 26     | \$300.00     |
| Technical/Professional 25     | \$285.00     |
| Technical/Professional 24     | \$275.00     |
| Technical/Professional 23     | \$260.00     |
| Technical/Professional 22     | \$245.00     |
| Technical/Professional 21     | \$235.00     |
| Technical/Professional 20     | \$225.00     |
| Technical/Professional 19     | \$220.00     |
| Technical/Professional 18     | \$210.00     |
| Technical/Professional 17     | \$200.00     |
| Technical/Professional 16     | \$195.00     |
| Technical/Professional 15     | \$185.00     |
| Technical/Professional 14     | \$175.00     |
| Technical/Professional 13     | \$165.00     |
| Technical/Professional 12     | \$155.00     |
| Technical/Professional 11     | \$145.00     |
| Technical/Professional 10     | \$140.00     |
| Technical/Professional 09     | \$135.00     |
| Technical/Professional 08     | \$125.00     |
| Technical/Professional 07     | \$115.00     |
| Technical/Professional 06     | \$110.00     |
| Technical/Professional 05     | \$105.00     |
| Technical/Professional 04     | \$100.00     |
| Technical/Professional 03     | \$95.00      |
| Technical/Professional 02     | \$90.00      |
| Technical/Professional 01     | \$85.00      |
| Technical/Support 2           | \$80.00      |
| Technical/Support 1           | \$75.00      |



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November 1, 2024

Project No. R201042.15

Mr. Shawn Hindle  
Edgewater East Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Proposal**  
**Professional Services**  
**Edgewater East – North Cross Prairie Parkway – Bidding Assistance**  
**St. Cloud, Florida**

Dear Mr. Hindle:

GAI Consultants, Inc. (GAI) is submitting this Proposal to Edgewater East Community Development District (Client) to perform the professional services described below in the Scope of Services for the project stated above.

**Scope of Services**

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services for Edgewater East North Cross Prairie Parkway:

**1.0 Bidding Assistance**

GAI will communicate with the Client to prepare an Engineers Estimate of Probable Cost (EOPC) for this project. The quantities provided in the EOPC will be based on the approved construction plans.

**Additional Services**

The consultant will provide additional services upon written request from the Client. The scope and fee required for these services will be identified and negotiated, and a supplemental agreement will be executed prior to the initiation of the professional service.

**Services Not Included**

The following services are not included in this Agreement at this time:

- Earthwork Analysis
- Ecological and Environmental Services
- Structural Design
- Geotechnical Investigation
- FDEP Environmental Permitting
- Bridge Design
- MUP Report Update/Modifications
- FEMA Permitting
- Survey Services
- Platting Services



Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

### **Reimbursable Expenses**

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project, such as printing and reprographics, application/filing fees, travel, postage, and courier service charges, and the purchase of maps and similar documents. These direct expenses will be billed at cost.

### **Schedule**

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

### **Compensation**

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis, not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary) without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates when the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Additional services may be proposed by GAI and authorized by Client via an e-mail and does not require Client's signature.

### **Payment**

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

### **Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will work with the Client's environmental consultant on permit submittals. It is assumed the Client's Environmental Consultant will be responsible for completing the environmental portions of permit submissions to Osceola County, St. Cloud Utilities, SFWMD, and FEMA applications.
2. Utility Franchise (switch gears, transformers, phone lines, cable, and fiber optics) location and design coordination within the project limits will be by others.
3. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
4. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.

6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,  
**GAI Consultants, Inc.**

Anthony P. Reddeck  
Digitally signed by Anthony P. Reddeck  
DN:  
E=A.Reddeck@gaiconsultants.com,  
CN=Anthony P. Reddeck  
Date: 2024.11.01 11:22:42-04'00'

**Tony Reddeck**  
Engineering Director

K.Leo@gaiconsultants.com  
Digitally signed by  
K.Leo@gaiconsultants.com  
DN: cn=K.Leo@gaiconsultants.com,  
o=GAI Consultants, Inc.,  
ou=GA, c=US  
Date: 2024.11.04 07:57:52-05'00'

**Kathleen S. Leo, P.E.**  
Vice President

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary  
Exhibit A –Terms and Conditions for Professional Services  
Exhibit B – 2024 Community Development Florida Rate Schedule

**REQUESTED AND AUTHORIZED BY:**  
**Edgewater East Community Development District**

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Table 1**  
**Estimated Cost Summary**  
**Professional Services**  
**Edgewater East – North Cross Prairie Parkway**

| Task |                    | Estimated Fee |
|------|--------------------|---------------|
| 1.0  | Bidding Assistance | \$5,500       |

## **EXHIBIT A**

### **Terms and Conditions for Professional Services**



**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation - GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
  - C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
  - D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:  
  
Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
  - B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
  - C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
  - D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

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15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
  - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
  - (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
  - H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
  - I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
  - J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
  - K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60- 250.5(a)(b), and 41 CFR 60-741.5(a)(b).



Modifications and Additions to the Standard Terms and Conditions for Professional Services ("Modifications")

Edgewater East Community Development District ("Owner" or "Client") and GAI Consultants, Inc. ("GAI" or "Consultant") hereby modify, amend, supplement or supersede certain portions of the Agreement and the Standard Terms and Conditions for Professional Services set forth above as more particularly described below. The Modifications shall take precedence over any conflicting or ambiguous provision or term in the Agreement or in the Standard Terms and Conditions for Professional Services set forth above.

Covenants

1. The foregoing recital is incorporated herein as true and correct.
2. Any references to "BTI Partners" or "BTI" in the Agreement are deleted and "Edgewater East Community Development District" is substituted therein for such references.
3. Exhibit "A", Standard Terms and Conditions, delete Sections 3A-B and insert the following:

"Invoicing".

- a. Fees for professional services and reimbursements will be invoiced monthly and will be submitted by the first of each month for the immediately preceding thirty-day period. Fees and reimbursable expenses not invoiced within ninety (90) days of the work performed or cost incurred will be deemed waived. Payment shall be made within forty-five (45) days following receipt. Each invoice will contain a detailed description of all work and costs incurred to Owner's satisfaction and will show the percentage of work accomplished to date for the scope of work reflected in the invoice. Should GAI fail to complete a portion of the scope of work for the lump sum amount allocated to it, GAI shall bear all additional expense in order to finish that portion of the scope of work. No work or expense incurred outside the scope of work described in this agreement shall be paid unless GAI timely submits an "Additional Services Invoice" clearly detailing the work and expense and explaining the basis for why the services were not encompassed in the Proposal's Scope of Work and containing the Owner's written authorization for such work or expense. Any ambiguity in whether the work or expense was encompassed in the Scope of Work shall be reasonably decided by Owner. Unpaid invoices will accrue interest at the rate of ten percent per annum or the maximum permitted by law, whichever is less. Invoices are to be emailed to [kkramer@btipartners.com](mailto:kkramer@btipartners.com), [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com) and [www.torresewhassociates.com](http://www.torresewhassociates.com).

In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that are successfully recovered under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

- b. GAI shall provide a lien release with all invoices for payment. All fees and expenses are net US Dollars exclusive of transfer costs and tariffs."

4. Exhibit "A", Standard Terms and Conditions, to the end of Section 3C, add: "GAI will incur no expenses in excess of \$1,000 without notifying Owner in advance and securing Owner's written approval. All expenses will be documented with supporting receipts, invoices and such other supporting documentation."

5. Exhibit "A", Standard Terms and Conditions, to the end of Section 5F add: "Similarly, GAI will designate a representative equally empowered with respect to the services rendered under the Agreement."

6. Exhibit "A", Standard Terms and Conditions, delete Section 5I.

7. Exhibit "A", Standard Terms and Conditions, delete Section 7A.

8. Exhibit "A", Standard Terms and Conditions, delete the second and third sentences of Section 7B.

9. Exhibit "A", Standard Terms and Conditions, add a new Section 7E:

"E. Upon full payment by Owner for the scope of work pursuant to the Agreement, GAI agrees to transfer ownership of all work product to Owner and shall execute such documents as are necessary to effect such transfer for the continued use on this project, as intended."

10. Exhibit "A", Standard Terms and Conditions, delete Section 9 "Insurance" and substitute the following:

"Insurance. The insurance limitations in the Proposal are deleted and the following provisions are included herein:

- I. Insurance to be maintained by GAI. GAI must maintain in effect at all times, and at GAI's sole cost and expense (including, but not limited to, any deductible or self-insured retention amount required hereunder), and cause all sub-consultant (including but not limited to those consultants, and parties identified in the Agreement this Addendum is attached thereto) to maintain, the following lines of insurance, which must be issued by a company or companies authorized and licensed to do business in the state in which the services are performed and where the project is located, possessing an A.M. Best's Rating of not less than "A-" and a financial size of "VIII" (provided that for GAI's Professional Liability the rating shall be no less than "A-" and a financial size of "V") in the latest edition of Best's Insurance Reports (except for the State Fund for Workers' Compensation coverage, if applicable). GAI's compliance with the provisions of this Addendum shall in no way limit GAI's liability under any provision of this Addendum.
- a. Workers Compensation and Employers Liability Insurance. Workers' Compensation Insurance as required by statute, together with Employer's Liability Insurance in amounts of not less than \$1,000,000 bodily injury by accident - each accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit, or such greater amounts as may be required by GAI's umbrella and/or excess liability policy in order to affect such coverage.
- b. Commercial General Liability Insurance. Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, and \$2,000,000 products completed operations aggregate. Such policy must include a

separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement.

- c. Commercial Automobile Liability. Commercial Automobile Liability Insurance covering all owned, non-owned, leased, or hired vehicles with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- d. Professional Liability. Professional Liability Insurance with a minimum limit of not less than \$2,000,000 per claim and \$2,000,000 in the annual aggregate covering the professional services performed in connection with the Agreement and continuing in force by renewal or extended reporting provision for not less than the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. This coverage form shall be a "claims made" form. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date (i) the date which any services contemplated in the Agreement are commenced by GAI, and (ii) the date of the Agreement. The policy shall not contain any exclusions or restrictions limitation applicable to the work, services or operations of the type contemplated by the Agreement, including but not limited to, services associated with residential and condominium construction if applicable, development or renovation. Professional Liability Insurance policies may include defense costs within the limit of liability.
- e. Contractors Pollution Liability. If GAI or any sub-consultant's work involves environmental abatement, testing, or remediation work, including treatment, storage, removal or transport of hazardous material at, to, or from the site, or if otherwise required by Client, GAI and/or sub-consultant must maintain Contractor's Pollution Liability Insurance on an occurrence form with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy must include liability coverage for bodily injury, personal injury, property damage, and clean-up costs resulting from Hazardous Substances and pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of aboveground and underground storage tanks (if applicable to the work or services). Such policy must not include any exclusion or coverage restriction related to lead, lead based paint or silica and be continuously maintained as to completed operations coverage with respect to liability arising out of the work or services for a minimum period of not less than the greater of three (3) years after final completion of the work or services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose and shall include coverage for loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the project, any other land, the atmosphere, or any water course or body of water (collectively, a "Release"), whether such Release is gradual or sudden and accidental.

Umbrella and/or Excess Liability Insurance. Umbrella and/or Excess Liability Insurance written on a follow form basis and not more restrictive than the underlying insurance herein, which must "drop down" over reduced or exhausted limits as to such underlying policies, with minimum limits of \$2,000,000 each occurrence and \$2,000,000 annual aggregate or in greater limits if otherwise carried by GAI in excess of Employers' Liability, Commercial Automobile Liability, and Commercial General Liability Insurance required herein. Such umbrella and/or excess liability policies must be endorsed or otherwise provide that this insurance is primary to, and non-contributory with, any other insurance on which the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis. This must cause the umbrella and/or excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under GAI's insurance policies. Such coverage shall be maintained for not less the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. Notwithstanding anything to the contrary herein, the minimum limits of insurance that GAI shall require of sub-consultant's performing work or services in relation to the Agreement shall be \$1,000,000 per claim and \$1,000,000 in the annual aggregate. The insurance limits required by this agreement may be achieved by the base policies and the umbrella policy which shall attach and follow form with the insurance coverages as required in this Addendum.

- a. Property Insurance. GAI shall be solely responsible for GAI's supplies, materials, tools and any other property used in connection with the work or services, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.
- b. Other Insurance. Such other insurance coverages in such form and amounts as may be required by Client or Client's lender(s) from time to time.
- II. Additional Insurance Requirements. Unless otherwise specified herein this Addendum, GAI shall comply, and cause its sub-consultant and each of their respective insurers (including GAIs) to comply, with the additional insurance requirements outlined in this Section II.
  - a. Prior to, or concurrently with the execution of the Agreement, and prior to the performance of any work or services in connection with the Agreement, GAI will file with Client certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Client, or failure of GAI (or any sub-consultant) to provide certificates of insurance and endorsements as required hereunder, be construed as a waiver of or estoppel to assert GAI's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth in this Addendum.
  - b. The Commercial General Liability (including ongoing and products- completed operations coverage, as well as any excess liability coverage utilized to achieve the minimum limits set forth in Section 1(b) hereof), Commercial Automobile Liability, and Contractors Pollution Liability (if applicable) must include Client, any of their affiliates, partners, subsidiaries and any additional party Client may designate from time to time, along with each of their respective director, officers, principals, members, partners, shareholder, employees, successors, and assigns (each an "Additional Insured" and, collectively, the "Additional Insureds") as additional insureds, and such coverage shall be primary and non-contributory to any insurance maintained by or on behalf of Additional Insureds.
  - c. All insurance required herein shall: (i) provide (except for professional liability) for a waiver of subrogation in favor of Additional Insureds; (ii) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to nonpayment of premium) to Client; and (iii) contain deductibles not greater than \$25,000 absent written approval from Client, and GAI shall be solely responsible for any deductible and or self-insured retention payments; and (iv) provide that defense costs shall be outside liability limit. GAI agrees to waive all rights of subrogation against Additional Insureds.
- d. GAI hereby expressly agrees to fully comply and will cause each of its sub-consultants for which it is responsible to fully comply, with all applicable Federal and State rules, laws and regulations.
- III. Limitation of Damages. Client agrees the liability, if any, of GAI to Client whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the greater of (i) the amount of insurance proceeds available in connection with the settlement or satisfaction of the claim; or (ii)

\$1,000,000. Limitation of liability shall not apply in the event of damage or loss arriving out of GAI's fraud, gross negligence, or willful misconduct.

- IV. Indemnification. To the fullest extent permitted by law, GAI ("Indemnitor") shall indemnify, defend (except with respect to professional liability claims) and hold harmless Client, its officers, directors or employees of any of them and the Additional Insureds (as defined herein) (collectively "Indemnitee or Indemnitees") from and against claims, damages, losses and expenses, including but not limited to the payment and/or reimbursement of any reasonable attorneys' fees, experts' fees and consultants' fees, to the extent caused by (i) the negligent acts, error or omissions of the Indemnitor, or anyone Indemnitor is responsible for, or (ii) a violation of the standard of care whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom. However, the Indemnitor shall have no obligation to indemnify, defend, protect and hold harmless the Indemnitees to the extent any losses or damages arising out of bodily injury to a person or damage to property are caused by or result from the gross negligence of the Indemnitee[s]. Additionally, nothing in this Agreement requires GAI to indemnify the Client for the Client's percentage of fault if the Client is adjudged to be more than 50% at fault for any claims against the Client and GAI as jointly liable parties. GAI further agrees that nothing herein shall constitute or be construed as a waiver of the Client's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The duty to defend (except with respect to professional liability claims) under this article is independent from the duty to indemnify. Such duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to GAI. GAI's obligation to indemnify and defend (except with respect to professional liability claims) under this section will survive the expiration or earlier termination of the agreement until it is determined by final judgment that an action against the Indemnitees for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations."

11. Exhibit "A", Standard Terms and Conditions, delete Section 11.
12. Exhibit "A", Standard Terms and Conditions, delete Section 14.
13. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor in Section 16A.
14. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
15. Exhibit "A", Standard Terms and Conditions, delete 1st paragraph of Section 16D and substitute the following:

"D. Dispute Resolution. Mediation is a required condition precedent to the filing of any lawsuits should a dispute relating to this Agreement arise between the parties. Either party may invoke mediation by notifying the other in writing and mediation shall be conducted within sixty (60) days of notification before a mutually acceptable Florida Supreme Court certified mediator at a mutually acceptable time, date, and place. The cost of the mediator's fee shall be equally divided between the parties. In the event mediation is unsuccessful in resolving the dispute, either party may enforce this Agreement in the appropriate state court having jurisdiction in Osceola County, Florida. The parties consent to jurisdiction in Osceola County, Florida. The prevailing party in any such action shall recover its reasonable attorney's fees and costs both at the trial and appellate levels."
16. Exhibit "A", Standard Terms and Conditions, to Section 16F(2) add:

"Costs associated with termination shall not exceed \$5,000 and shall be described in detail, with supporting documentation, in order to be reimbursable."
17. Exhibit "A", Standard Terms and Conditions, add a new Section 16L:

GAI understands and agrees that all documents of any kind provided to the Client in connection with this Agreement may be public records, and, accordingly, GAI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. GAI acknowledges that the designated public records custodian for the Client is Craig Wrathell ("Public Records Custodian"). Among other

requirements and to the extent applicable by law, GAI shall

1) keep and maintain public records required by the Client to perform the service; 2) upon request by the Public Records Custodian, provide the Client 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 GAI does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the contract, transfer to the Client, at no cost, all public records in GAI's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public

records pursuant to Florida laws. When such public records are transferred by the GAI, GAI 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 Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GAI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GAI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431."

18. Exhibit "A", Standard Terms and Conditions, add a new Section 16M:

"The Engineer shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Engineer 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 Engineer has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement."
19. Exhibit "A", Standard Terms and Conditions, add a new Section 16N:

"The Engineer agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes."
20. Exhibit "A", Standard Terms and Conditions, add a new Section 16O:

"Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes;  
(ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.”

END OF TERMS AND CONDITIONS



**EXHIBIT B**  
**2024 Community Development Florida Rate Schedule**

## 2024 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2025. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

| Labor Classification          | Invoice Rate |
|-------------------------------|--------------|
| Expert Witness                | \$350.00     |
| CSG Senior Director 3         | \$350.00     |
| CSG Senior Director 2         | \$315.00     |
| CSG Senior Director 1         | \$295.00     |
| CSG Director 2                | \$265.00     |
| CSG Director 1                | \$235.00     |
| CSG Senior Manager 2          | \$215.00     |
| CSG Senior Manager 1          | \$195.00     |
| CSG Manager                   | \$175.00     |
| CSG Assistant Manager         | \$165.00     |
| CSG Senior Professional 2     | \$155.00     |
| CSG Senior Professional 1     | \$145.00     |
| CSG Professional 2            | \$135.00     |
| CSG Professional 1            | \$125.00     |
| CSG Senior Project Technician | \$115.00     |
| CSG Project Technician 2      | \$110.00     |
| CSG Project Technician 1      | \$95.00      |
| CSG Technician 1              | \$85.00      |
| Principal                     | \$360.00     |
| Technical/Professional 30     | \$345.00     |
| Technical/Professional 29     | \$330.00     |
| Technical/Professional 28     | \$320.00     |
| Technical/Professional 27     | \$310.00     |
| Technical/Professional 26     | \$300.00     |
| Technical/Professional 25     | \$285.00     |
| Technical/Professional 24     | \$275.00     |
| Technical/Professional 23     | \$260.00     |
| Technical/Professional 22     | \$245.00     |
| Technical/Professional 21     | \$235.00     |
| Technical/Professional 20     | \$225.00     |
| Technical/Professional 19     | \$220.00     |
| Technical/Professional 18     | \$210.00     |
| Technical/Professional 17     | \$200.00     |
| Technical/Professional 16     | \$195.00     |
| Technical/Professional 15     | \$185.00     |
| Technical/Professional 14     | \$175.00     |
| Technical/Professional 13     | \$165.00     |
| Technical/Professional 12     | \$155.00     |
| Technical/Professional 11     | \$145.00     |
| Technical/Professional 10     | \$140.00     |
| Technical/Professional 09     | \$135.00     |
| Technical/Professional 08     | \$125.00     |
| Technical/Professional 07     | \$115.00     |
| Technical/Professional 06     | \$110.00     |
| Technical/Professional 05     | \$105.00     |
| Technical/Professional 04     | \$100.00     |
| Technical/Professional 03     | \$95.00      |
| Technical/Professional 02     | \$90.00      |
| Technical/Professional 01     | \$85.00      |
| Technical/Support 2           | \$80.00      |
| Technical/Support 1           | \$75.00      |

| EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT                                                            |                            |         |
|----------------------------------------------------------------------------------------------------------|----------------------------|---------|
|                                                                                                          |                            |         |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE                                              |                            |         |
|                                                                                                          |                            |         |
| LOCATION                                                                                                 |                            |         |
| <i>offices of Hanson, Walter &amp; 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.*