

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

October 7, 2025

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
<https://edgewatereastcdd.net/>

September 30, 2025

Board of Supervisors
Edgewater East Community Development District

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

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on October 7, 2025 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. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of August 31, 2025
 - B. Approval of September 4, 2025 Regular Meeting Minutes
 - C. Ratification Items
 - I. Yellowstone Landscape – Southeast, LLC Landscape and Irrigation Maintenance Agreement
4. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 6, 2025 at 9:00 AM

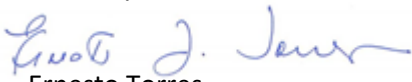
○ QUORUM CHECK

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

5. Board Members' Comments/Requests
6. Public Comments
7. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

Sincerely,


Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2025**

	General Fund	Special Revenue Fund TOHO	Special Revenue Fund W&S Impact Fees	2021 Debt Service Fund	2022 Debt Service Fund	2025 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Force Main Capital Projects Fund	2025 Capital Projects Fund	Total Governmental Funds
ASSETS											
Cash	\$ 719,502	\$ 399	\$ 233,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176,577	\$ -	\$ 2,129,764
Investments											
Revenue	-	-	-	382,038	110,288	-	-	-	-	-	492,326
Reserve	-	-	-	556,290	1,943,103	701,467	-	-	-	-	3,200,860
Prepayment	-	-	-	12,585	21,557	-	-	-	-	-	34,142
Interest	-	-	-	3,364	-	192,609	-	-	-	-	195,973
Construction	-	-	-	-	-	-	12,884	56,979	-	7,236,726	7,306,589
Construction - E2	-	-	-	-	-	-	-	35	-	-	35
Construction - E5	-	-	-	-	-	-	-	10	-	-	10
Construction - E6N	-	-	-	-	-	-	-	11	-	-	11
Cost of issuance	-	-	-	11,380	-	6,774	-	-	-	-	18,154
Undeposited funds	-	-	-	-	75,329	-	-	-	-	-	75,329
Due from Landowner	424,385	-	-	-	-	-	-	255,442	-	-	679,827
Due from DSF 2022	5,725	-	-	-	-	-	-	-	-	-	5,725
Due from CPF 2022	54,303	-	-	-	-	-	-	-	-	-	54,303
Due from SRF TOHO 1249	1,000	-	-	-	-	-	-	-	-	-	1,000
Due from force main capital projects fund	25,782	-	-	-	-	-	-	-	-	-	25,782
Due from other	-	-	-	-	-	-	-	-	535,189	-	535,189
Utility deposit	240	-	-	-	-	-	-	-	-	-	240
Total assets	<u>\$1,230,937</u>	<u>\$ 399</u>	<u>\$ 233,286</u>	<u>\$965,657</u>	<u>\$2,150,277</u>	<u>\$ 900,850</u>	<u>\$ 12,884</u>	<u>\$ 312,477</u>	<u>\$1,711,766</u>	<u>\$7,236,726</u>	<u>\$14,755,259</u>
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts payable	\$ 20,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,529
Contracts payable	-	-	-	-	-	-	-	258,117	27,000	8,035	293,152
Retainage payable	-	-	-	-	-	-	-	47,723	552,848	47,636	648,207
Due to general fund	-	1,000	-	-	5,725	-	-	54,303	25,782	-	86,810
Due to other	-	-	526,717	-	-	-	-	-	-	-	526,717
Landowner advance	21,000	-	-	-	-	-	-	-	-	-	21,000
Total liabilities	<u>41,529</u>	<u>1,000</u>	<u>526,717</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>-</u>	<u>360,143</u>	<u>605,630</u>	<u>55,671</u>	<u>1,596,415</u>
DEFERRED INFLOWS OF RESOURCES											
Deferred receipts	424,385	-	-	-	-	-	-	255,442	535,189	-	1,215,016
Unearned revenue	-	-	-	-	75,329	-	-	-	-	-	75,329
Total deferred inflows of resources	<u>424,385</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,329</u>	<u>-</u>	<u>-</u>	<u>255,442</u>	<u>535,189</u>	<u>-</u>	<u>1,290,345</u>
Fund balances:											
Restricted for:											
Special revenue	-	(601)	(293,431)	-	-	-	-	-	-	-	(294,032)
Debt service	-	-	-	965,657	2,069,223	900,850	-	-	-	-	3,935,730
Capital projects	-	-	-	-	-	-	12,884	(303,108)	570,947	7,181,055	7,461,778
Unassigned	765,023	-	-	-	-	-	-	-	-	-	765,023
Total fund balances	<u>765,023</u>	<u>(601)</u>	<u>(293,431)</u>	<u>965,657</u>	<u>2,069,223</u>	<u>900,850</u>	<u>12,884</u>	<u>(303,108)</u>	<u>570,947</u>	<u>7,181,055</u>	<u>11,868,499</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,230,937</u>	<u>\$ 399</u>	<u>\$ 233,286</u>	<u>\$965,657</u>	<u>\$2,150,277</u>	<u>\$ 900,850</u>	<u>\$ 12,884</u>	<u>\$ 312,477</u>	<u>\$1,711,766</u>	<u>\$7,236,726</u>	<u>\$14,755,259</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 374,547	\$ 373,787	100%
Assessment levy: off-roll	-	597,144	1,103,811	54%
Lot closings	-	82,282	-	N/A
Interest and miscellaneous	3,612	10,972	-	N/A
Total revenues	<u>3,612</u>	<u>1,064,945</u>	<u>1,477,598</u>	72%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	1,077	-	N/A
Management/admin/recording	4,000	44,000	48,000	92%
Legal	14,618	71,244	50,000	142%
Engineering	3,240	40,685	7,500	542%
Audit	-	6,700	6,500	103%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	250	2,000	2,000	100%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,032	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	5,042	5,500	92%
DSF accounting & assessment rolls - Series 2022	458	5,042	5,500	92%
Telephone	17	183	200	92%
Postage	109	884	500	177%
Printing & binding	42	458	500	92%
Legal advertising	3,553	8,740	6,500	134%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	-	1,870	500	374%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	210	210	210	100%
Total professional & administrative	<u>26,955</u>	<u>203,094</u>	<u>152,990</u>	133%
Field operations				
Field operations management	1,458	16,042	75,000	21%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	1,339	10,484	19,524	54%
Streetlighting	4,962	46,163	107,296	43%
Repairs & maintenance	-	15,466	82,863	19%
Electricity	713	5,674	3,900	145%
Toho water expense	-	7,804	-	N/A
Landscape maint.				
Maintenance contract	30,073	332,010	402,820	82%
Plant replacement	-	19,528	40,282	48%
Landscape contingency	-	-	40,282	0%
Irrigation	25,051	128,206	234,115	55%
Trash services	1,190	6,662	10,000	67%
Total field operations	<u>64,786</u>	<u>588,039</u>	<u>1,018,582</u>	58%
Other fees & charges				
Tax collector	-	7,862	7,787	101%
Total other fees & charges	-	7,862	7,787	101%
Total expenditures	<u>91,741</u>	<u>798,995</u>	<u>1,179,359</u>	68%
Excess/(deficiency) of revenues over/(under) expenditures	(88,129)	265,950	298,239	
Fund balances - beginning	853,152	499,073	14,675	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year to Date	Budget	% of Budget
Fund balances - ending	<u>\$ 765,023</u>	<u>\$ 765,023</u>	<u>\$ 312,914</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND TOHO
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year to Date
REVENUES		
Force main fee	\$ 96,900	\$ 96,900
Total revenues	<u>96,900</u>	<u>96,900</u>
EXPENDITURES		
Contingencies	151	601
Irrigation	96,900	96,900
Total expenditures	<u>97,051</u>	<u>97,501</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (151)	 (601)
 Fund balance - beginning	 (450)	 -
Fund balance - ending	<u><u>\$ (601)</u></u>	<u><u>\$ (601)</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND W&S IMPACT FEES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year to Date
REVENUES		
Uncoded revenue	\$ -	\$ 233,932
Total revenues	<u>-</u>	<u>233,932</u>
EXPENDITURES		
Contingencies	166	646
W&S Impact fee credit reimburse	-	526,717
Total expenditures	<u>166</u>	<u>527,363</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (166)	 (293,431)
 Fund balance - beginning	 <u>(293,265)</u>	 <u>-</u>
Fund balance - ending	<u><u>\$ (293,431)</u></u>	<u><u>\$ (293,431)</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,122,444	\$ 1,119,962	100%
Assessment prepayments	-	12,472	-	N/A
Interest	3,197	41,681	-	N/A
Total revenues	<u>3,197</u>	<u>1,176,597</u>	<u>1,119,962</u>	105%
EXPENDITURES				
Debt Service				
Principal	-	430,000	430,000	100%
Interest	-	687,330	687,330	100%
Total debt service	<u>-</u>	<u>1,117,330</u>	<u>1,117,330</u>	100%
Other fees & charges				
Tax collector	-	22,430	23,333	96%
Total other fees and charges	<u>-</u>	<u>22,430</u>	<u>23,333</u>	96%
Total expenditures	<u>-</u>	<u>1,139,760</u>	<u>1,140,663</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3,197	36,837	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,849)</u>	<u>(20,987)</u>	<u>-</u>	N/A
Total other financing sources	<u>(1,849)</u>	<u>(20,987)</u>	<u>-</u>	N/A
Fund balances - beginning	964,309	949,807	931,386	
Fund balances - ending	<u>\$ 965,657</u>	<u>\$ 965,657</u>	<u>\$ 910,685</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,154,425	\$ 1,930,402	60%
Lot closings	-	228,634	-	N/A
Interest	6,874	84,926	-	N/A
Total revenues	<u>6,874</u>	<u>1,467,985</u>	<u>1,930,402</u>	76%
EXPENDITURES				
Debt service				
Principal	-	675,000	675,000	100%
Principal prepayment	-	65,000	-	N/A
Interest	-	1,254,007	1,255,656	100%
Total debt service	<u>-</u>	<u>1,994,007</u>	<u>1,930,656</u>	103%
Excess/(deficiency) of revenues over/(under) expenditures	6,874	(526,022)	(254)	
Fund balances - beginning	<u>2,062,349</u>	<u>2,595,245</u>	<u>2,561,050</u>	
Fund balances - ending	<u>\$ 2,069,223</u>	<u>\$ 2,069,223</u>	<u>\$ 2,560,796</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3,217	\$ 3,217
Total revenues	<u>3,217</u>	<u>3,217</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	238,625
Total debt service	<u>-</u>	<u>238,625</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,217	(235,408)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,354,810
Original issue discount	-	(28,152)
Underwriter's discount	-	(190,400)
Total other financing sources	<u>-</u>	<u>1,136,258</u>
Net change in fund balances	3,217	900,850
Fund balances - beginning	897,633	-
Fund balances - ending	<u>\$ 900,850</u>	<u>\$ 900,850</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 37	\$ 1,179
Total revenues	<u>37</u>	<u>1,179</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	37	1,179
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,849	20,987
Transfer out	-	(70,568)
Total other financing sources/(uses)	<u>1,849</u>	<u>(49,581)</u>
Net change in fund balances	1,886	(48,402)
Fund balances - beginning	10,998	61,286
Fund balances - ending	<u>\$ 12,884</u>	<u>\$ 12,884</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 59,006	\$ 1,682,704
W&S impact fee credits	-	367,590
Interest & miscellaneous	386	17,389
Total revenues	<u>59,392</u>	<u>2,067,683</u>
EXPENDITURES		
Construction costs - project infrastructure	<u>8,870</u>	<u>2,757,516</u>
Total expenditures	<u>8,870</u>	<u>2,757,516</u>
Excess/(deficiency) of revenues over/(under) expenditures	50,522	(689,833)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	798,593
Transfer out	-	(322,739)
Total other financing sources/(uses)	<u>-</u>	<u>475,854</u>
Net change in fund balances	50,522	(213,979)
Fund balances - beginning	<u>(353,630)</u>	<u>(89,129)</u>
Fund balances - ending	<u><u>\$ (303,108)</u></u>	<u><u>\$ (303,108)</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FORCE MAIN CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Offsite force main contribution	\$ -	\$ 14,600,838
W&S impact fee credits	-	405,286
Interest & miscellaneous	5,221	191,947
Total revenues	<u>5,221</u>	<u>15,198,071</u>
EXPENDITURES		
Construction costs	676,652	14,220,950
Contingencies	74	888
Total expenditures	<u>676,726</u>	<u>14,221,838</u>
Excess/(deficiency) of revenues over/(under) expenditures	(671,505)	976,233
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(405,286)
Total other financing sources/(uses)	<u>-</u>	<u>(405,286)</u>
Net change in fund balances	(671,505)	570,947
Fund balances - beginning	1,242,452	-
Fund balances - ending	<u>\$ 570,947</u>	<u>\$ 570,947</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 29,257	\$ 29,257
Total revenues	<u>29,257</u>	<u>29,257</u>
EXPENDITURES		
Construction costs	1,013,392	1,013,392
Total expenditures	<u>1,013,392</u>	<u>1,013,392</u>
Excess/(deficiency) of revenues over/(under) expenditures	(984,135)	(984,135)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,165,190
Total other financing sources/(uses)	<u>-</u>	<u>8,165,190</u>
Net change in fund balances	(984,135)	7,181,055
Fund balances - beginning	8,165,190	-
Fund balances - ending	<u>\$ 7,181,055</u>	<u>\$ 7,181,055</u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on September 4, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present:

Noah Breakstone	Chair
Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle	District Engineer
Eric Lavoie	BTI
Bryan Merced (via telephone)	Field Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rodriguez called the meeting to order at 9:03 a.m.

Supervisors Kramer, Breakstone and Pino were present. Supervisors Mays and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Tri Party Development
Interlocal Agreement**

Mr. Rodriguez presented the Tri Party Development Interlocal Agreement.

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, the Tri Party Development Interlocal Agreement, was approved.

FOURTH ORDER OF BUSINESS**Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2024,
Prepared by Grau & Associates**

Mr. Torres presented the Revised Audited Financial Report for the Fiscal Year Ended September 30, 2024, which was revised to address prior questions and comments from Mr. Eckert. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

Mr. Eckert stated there is still an outstanding question, not on the Audit Report, but in terms of a mention of funds that might or might not be available to the Developer; he needs District Management to find out from the Auditor what needs to be done. Otherwise, he is okay with the Board accepting this version of the Audit.

A. Consideration of Resolution 2025-21, Hereby Accepting the Audited Annual Financial Statements for the Fiscal Year Ended September 30, 2024

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, Resolution 2025-21, Hereby Accepting the Audited Annual Financial Statements for the Fiscal Year Ended September 30, 2024, in the revised form, was approved.

FIFTH ORDER OF BUSINESS**Consent Agenda**

A. Acceptance of Unaudited Financial Statements as of July 31, 2025

B. Approval of August 7, 2025, Public Hearing and Regular Meeting Minutes

C. Ratification Items

I. Resolution 2025-19, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

II. Down to Earth Work Authorization Number 3 for Landscape and Irrigation and Maintenance Services

III. Jr. Davis Construction Company, Inc. Construction Agreement [Cross Prairie Parkway South (CPP-South) Framework Roadway, Phase 2, Civil Site Work]

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted, the August 7, 2025, Public Hearing and Regular Meeting Minutes, as presented, were approved, and Ratification Items CI, CII and CIII, were ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Eckert recalled the Landscape rankings from the last meeting; whereby Yellowstone was ranked #1. When the contract was written, it included provisions regarding the shell width and depth and mulch depth. After some back-and-forth, Yellowstone agreed to those provisions and executed the Agreement. The Notice of Termination was sent to the other prior landscape vendor.

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

▪ Consideration of Change Order #1, Duval Landscaping Maintenance

This item was an addition to the agenda.

Mr. Hindle presented Jr. Davis Construction Company Change Order No. #1 for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work. This is necessary due to plan changes between the bid set and the final set, which was about \$25,000, and changes to signalization, which was about \$215,000.

Mr. Hindle stated the signalization increase was due to the intersection design. The County changed the intersection design and is now requiring a full intersection at Cross Prairie Parkway and Clay Whaley Road. The original design did not have the signalization designed that way. The County is requiring this because a Cross Prairie Parkway north roadway is being added. There will be mobility impact fee credits associated with this. In response to the question of whether the Request for Proposals (RFP) was done with plans that were not yet approved, Mr. Hindle replied affirmatively; this reflects the County's changes to the plans.

Discussion ensued regarding mobility fee credits, advertising the RFP without approved plans, project progress and a complaint about weekend work.

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, Jr. Davis Construction Company Change Order No. #1 for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, was approved.

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

Mr. Merced stated that his report was submitted. He discussed his site visit with Down To Earth and areas that need attention, status of the ponds, Knotty Pine stormwater drain, Knotty Pine damaged sidewalk, and the trail.

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

- **NEXT MEETING DATE: October 2, 2025 at 9:00 AM**
- **QUORUM CHECK**

The next meeting will be held on October 7, 2025, rather than on October 2, 2025.

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, rescheduling the October 2, 2025 meeting to October 7, 2025, was approved.

SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

EIGHTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Breakstone and seconded by Mr. Kramer, with all in favor, the meeting adjourned at 9:24 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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142 _____
Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS I

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AND
YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2025, by and between:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Osceola County, Florida, whose address is 2300 Glades Road, 410W, Boca Raton, Florida 33431 (the “District”), and

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC, whose address is 3235 North State Street, P.O. Box 849, Bunnell, Florida 32110 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A**, and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the

District with the specific services as set forth in this Agreement and attached Exhibits.

- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B**. For further clarity, during the initial term and each annual renewal, the Contractor shall install shell material along the entirety of the designated trail once per year at a width of five (5) feet and a depth of two (2) inches. Moreover, during the initial term and each annual renewal, the Contractor shall install mulch in all common area beds twice per year at a depth of three (3) inches. The Contractor shall perform the landscape and irrigation maintenance services in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

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

(1) The District hereby designates the District Manager and Field Operations Manager ("Field Manager") to act as its representatives.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement, as more specifically described in Exhibit B. Any deficiencies within the scope of services shall be corrected within seven (7) calendar days of each monthly meeting as described above unless the Contractor notifies the Field Manager of a reasonable explanation as to why such issue cannot be completed in such time period. At least once per month, the Contractor will allow the Field Manager to utilize the Contractor's UTV for inspection purposes.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within one (1) week of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety school children who may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

F. If the performance of Contractor fails to satisfy the expectations and standards set forth in the Scope of Services and Agreement, as outlined by the District, the District reserves the right to obtain others to perform such duties and deduct all cost(s) from any amounts due to Contractor. The District must notify the Contractor, in writing, of the specific deficiencies. For purposes of this agreement, email communication will satisfy the "in writing" requirement. If the stated deficiencies are not remedied to the satisfaction of the client within seven (7) calendar days of notice (both parties can agree to a longer period on an individual item basis only), the District, at its sole discretion, may correct said deficiencies and back-charge the cost of the correction to the Contractor and

may deduct all costs for said correction from any amounts due to Contractor. Further payments may be withheld, in compliance with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, until work is corrected in compliance with the District's required standards. Should the Contractor resign or terminate the Agreement, the District, at its sole discretion, may correct said deficiencies and deduct all costs for said correction from any amounts due to Contractor.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. twelve (12) monthly payments of **Thirty-Three Thousand Three Hundred Dollars (\$33,300.00)**, for a total of **Three Hundred Ninety- Nine Thousand Six Hundred Dollars (\$399,600.00)** for Fiscal Year 2025-2026;

ii. twelve (12) monthly payments of **Thirty-Three Thousand Three Hundred Dollars (\$33,300.00)** for a total of **Three Hundred Ninety- Nine Thousand Six Hundred Dollars (\$399,600.00)** for Fiscal Year 2026-2027; and

iii. twelve (12) monthly payments of **Thirty-Four Thousand Two Hundred Ninety-Eight Dollars (\$34,298.00)**, for a total of **Four Hundred Eleven Thousand Five Hundred Seventy-Six Thousand Dollars (\$411,576.00)** for Fiscal Year 2027-2028.

B. Work shall commence on October 1, 2025, and end September 30, 2028, unless terminated earlier in accordance with Section 14 below.

C. If the District should desire additional work or services, or to add additional lands to be maintained, or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization or change order(s) to this Agreement in a similar form as the work authorization attached hereto as **Exhibit D**. Contractor shall not provide such additional services until such agreement is evidenced in writing. Fees for any additional services shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition

precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide, as further described in **Exhibit B**.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

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

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

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

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

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

B. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or

the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued, all as incurred.

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement

shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

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

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor, including but not limited to correcting deficiencies and back-charging the cost of the correction to the Contractor and deducting all costs for said correction from any amounts due to Contractor, in accordance with Section 4.F. of this Agreement.

16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or

licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

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

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

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

- A. If to the District:** Edgewater East Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 33431
Attn: Ernesto Torres
- with a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert
- with a copy to:** BTI Partners, LLC
4798 New Broad Street
Orlando, Florida 32814
- B. If to the Contractor:** Yellowstone Landscape – Southeast, LLC
3235 North State Street
P.O. Box 849
Bunnell, Florida 32110
Attn: _____

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

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

26. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of

Florida. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

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

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

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

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

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

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

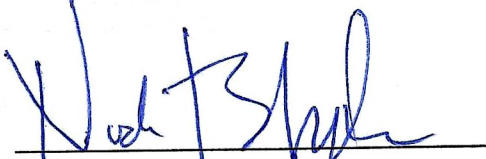
[Signatures on next page]

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

**YELLOWSTONE LANDSCAPE –
SOUTHEAST, LLC**

By: Kyle Nursey
Print Name: Kyle Nursey

Peter Wittman
By: Peter Wittman
Its: Branch Manager

Exhibit A: Price Quotation
Exhibit B: Scope of Services
Exhibit C: Maintenance Map
Exhibit D: Form of Work Authorization

EXHIBIT A - PRICE QUOTATION

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT **LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Landscape and Irrigation Maintenance Services

Official Proposal Summary Form

All District Owned Areas

1. Initial Term Landscape & Irrigation Services (which includes mulching 2X/yr and trail refreshing 1x/yr.)	\$ 399,600.00
2. First Annual Renewal	\$ 399,600.00
3. Second Annual Renewal	\$ 411,576.00

Average Items 1-3 \$ 403,592.00

Conditions:

- The above-mentioned cost will be used as final contract amounts at the time of executing the agreement.
- The cost provided herein are valid for 90 days from receipt of the proposal form.
- Failure to complete this form may result in disqualification from consideration

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

A La Carte Pricing Sheet

Added Service	Normal Frequency	Cost
Oxytetracycline Injections (OTC)	Quarterly	\$ 35.00 /palm
Seasonal Color/Annuals (4 inch) to include site prep and maintenance (If Applicable)	3 to 4x Annually	\$2.25 each installed
Seasonal Color/Annuals (6 inch) to include site prep and maintenance (If Applicable)	3 to 4x Annually	\$ 7.50 each installed
Plant replacement (1 gal)	Bi-Annually	\$ 8.50 each installed
Plant replacement (3 gal)	Bi-Annually	\$16.50 each installed
Plant Replacement (7 gal)	Bi-Annually	\$57.00 each installed
Major Irrigation Repairs	As-Needed	\$ 70.00 /Man Hour
Major Irrigation Parts	As-Needed	Cost plus 65 %
General Labor	As-Needed	\$ 65.00 /Man Hour
Palm Trimming over 13'	1x	\$62.00* each *Standard palms only
Storm Cleanup Labor Rate	As-Needed	\$ 70.00 /Man Hour
Bahia Sod Replacement	As-Needed	\$580.00 /pallet
St. Augustine Sod Replacement	As-Needed	\$ 680.00 /pallet

EXHIBIT B - SCOPE OF SERVICES

**LANDSCAPE & IRRIGATION MAINTENANCE SPECIFICATIONS
FOR
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD)
OSCEOLA, FL**

1. General Requirements:

- a) The Contractor will be responsible to provide all labor, equipment, and materials required to provide professional landscape maintenance and irrigation services for the Edgewater East CDD as specified herein, including but not limited to the service areas generally depicted on the Maintenance Map at Exhibit C, including but not limited to all common grounds, walk/biking trail, pond banks, and drainage swale. Failure to meet these specifications could result in necessary actions to remediate the District's concerns such as management level partnering meetings by both parties, retainage of pay in accordance with Florida's Prompt Payment Act, Section 218.70, et. seq., *Florida Statutes*, until deficiencies are addressed or termination of the Agreement in accordance with the provisions of the Agreement. Edgewater East is a premier housing community in Osceola County and the CDD expects the best professional services to maintain the District's property.
- b) On-Site Contractor Supervisor/Foreman Qualifications Requirement: After award of this contract, the Contractor's proposed on-site supervisor must be interviewed and approved by the District or its staff. This supervisor must have a detailed resume indicating experience working in a high demand/large scale community such as Edgewater East with a proven track record. A resume of the Contractor's selected supervisor will be submitted to the District upon award of the contract for approval.
- c) All on-site staff are required to wear company shirts w/logos to identify they are contracted by the CDD to work on District property. All vehicles on the property must have company logos or magnets to properly identify the Contractor's company while on District property.
- d) The Contractor shall provide the name and number of an emergency point of contact that will be available as needed on a 24 hour/7 day per week (including holidays) if required due to a hazardous on-site condition. If a hazardous condition is identified, the emergency contact will be required to arrive on-site within 4 hours of the notification to address the emergency and report to the Amenity General Manager or designee. All emergency responses (w/date/time) shall be documented (via email) to the District Representative or designee within 48 hours after the on-site issue is resolved.
- e) The Contractors equipment shall be kept in good working order. Blades shall be sharpened before mowing and decks shall be level to ensure clean and even cut. Rotary mowers are permitted on all portions of CDD property except when appropriate to use a mulching deck mower for safety and nutrient replenishment.
- f) The Contractors trucks shall avoid blocking residential driveways and be clearly marked with lights and/or safety cones when parking in high traffic areas or near school zones.

2. Reporting Requirements:

- a) Schedule: Contractor shall provide the District's Field Operations Manager ("Field Manager") with a weekly and monthly schedule of landscape and irrigation services and a map of service areas to be mowed, edged, weeded, sprayed, and blown each day of the week.
- b) Weekly Reporting: By 5 p.m. each Friday, the Contractor's assigned foreman or supervisor will be responsible for providing written notice to the Field Manager that will include work performed (including photographs showing work performed pursuant to the schedule), location, as well as

expected work completion for the upcoming week, including special projects (e.g., mulching, plant replacements, palm and tree pruning) and closed work orders each Friday by 5 p.m. Time-stamped pictures of weekly inspections of the work performed during that week will be submitted with reports (via text and/or email to the Field Manager), and the Contractor should describe any issues noted by the crew. Examples of issues could include damage to District property (i.e., fences, signs, etc.) and could provide ideas for improving or enhancing the District's property (i.e., additional trees, plants, etc.).

- c) **Monthly Reporting:** On a monthly basis, the Contractor's management team will be required to hold an on-site safety/quality assurance meeting with the Field Manager. This meeting will also include the Contractor's on-site staff that routinely work on the District property. During this meeting the Field Manager and the Contractor's management team will discuss the quality of the landscape/irrigation, safety, lessons learned, upcoming chances of severe weather, District concerns, etc. and the Monthly Landscape Service Report (defined hereinbelow). This meeting shall be documented by the Contractor with detailed meeting minutes and provided to the Field Manager within 5 business days after completing each meeting. The "Monthly Landscape Service Report" will include i) mowing/edging/trimming service report, ii) trail maintenance service report, iii) pruning service (including limb ups) report, iv) drainage swale maintenance service report, v) fertilization and pest control report, and vi) plants/shrubs, sod, and trees report.
- d) **Monthly Property Inspection:** Once per month a senior representative from the Contractor shall accompany the Field Manager or designee for a windshield inspection of the property. The schedule for these inspections will be agreed to by both parties via email and text. Upon completion of the inspection the Contractor is required to provide a writeup of the inspection and provide details of any deficiencies noted with a timeline to remedy all repairs or issues with 7 calendar days. At least once per month, the Contractor will allow the Field Manager to utilize their UTV for inspection purposes.
- e) **Irrigation Reporting:** Once each monthly inspection of the irrigation system is complete as defined in Section 15 the Contractor must provide a detailed report of any issues noted and a list of all repairs made during the inspection. This report outlining all zone inspections shall be provided via email to the Field Manager or designee upon completion for review. The Contractor is always encouraged to provide a list of recommendations to the District for improving the irrigation system to conserve water for consideration.
- f) **Attendance Requirements for CDD Board Meetings:** Upon request of the District, the Contractor shall attend any regularly scheduled board meeting. During this meeting the Contractor will be required to provide a detailed presentation to address any issues as directed by the Field Manager or designee or to provide a general status update of the properties condition. This report will be presented before the board and residents. All meeting schedules can be found at edgewaterastcdd.net.
- g) **Quarterly Newsletter Article:** If requested by the District, on 1 April (start of growing season) and 1 December (start of dormant season) of each year, the Contractor will be responsible for providing an article to be published in our monthly newsletter to residents. This article shall include an update to residents of what to expect in the coming months regarding lawn coloring/discoloring based on seasons, status of pruning, tree trimming, status of major repairs completed, status of annual plantings and any helpful lawncare tips for residents to consider. This article is to promote your company and to assist the residents with information about the landscape contract activities. Once each article is completed/edited, the Contractor shall send via email to the Field Manager or designee.

3. **Schedule of Service:**

- a) The Contractor is expected to have an on-site presence at a minimum of 40 hours per week, as necessary to complete the work (to include a full-time landscape maintenance crew) year-round during the growing and dormant seasons to perform tasks as per these specifications. All work efforts must be completed by 5 pm Friday for each week unless an exception is granted by the Field Manager on an as needed basis or for inclement weather; however, the Contractor may be required to work on weekends to complete tasks delayed by acts of God or in emergency situations. This request must be provided by the on-site supervisor to the Field Manager via text or email.
- Full Time Crew is defined as Crew Supervisor/Foreman, Landscape Technicians, Irrigation Technicians, Weed Control Specialists, and Crew Detailers. Dormant Season is defined as December 1 thru March 31.
 - Growing Season is defined as April 1 thru November 30.

4. **Mowing Specifications:**

The Contractor is responsible to complete mowing operations during both dormant and growing seasons. Regardless of turf type, style, or time of year, any turf that is near home residences must be checked weekly to confirm if mowing is needed. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify the Field Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods, mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season.

- a) Education: The Contractor shall educate employees on proper mowing techniques for the varying types of grasses throughout the District's property. Employees operating mowing equipment shall utilize various mowing patterns to provide even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless the following situations arise: (i) excess clippings create an unsightly appearance; (ii) the lawn is diseased; (iii) the clippings form thick, smothering clumps; or (iv) the clippings are being blown into storm drains or water bodies. Should the events described in Sections 4.a.i through 4.a.iv occur, the Contractor shall remove the clippings.
- b) No grass clippings should be visible on top of turf following any mowing and if present, the situation must be remedied before leaving area or end of same business day.

Mowing Heights: The Contractor shall ensure proper lawn heights are maintained as shown below:

- All Bahia turf on-site shall be maintained at a height of 3.0" - 4.0" inches
- All Bermuda turf on-site shall be maintained at a height of 0.5" – 1.5" inches. NOTE: Bermuda should be cut 2 times per week during the active growing season using a reel mower in place of a rotary mower, should be cut short and tight to provide a golf course type look, and Contractor should mix in vertical mowing and core aerations to the turf as needed.

Note: Bermuda grass can be damaged by improper deck heights and turn radius of equipment. The Contractor is responsible to educate staff on these requirements.

- All St. Augustine turf on-site shall be maintained at a height of 3.0" -4.0" inches.

— All Zoysia turf on-site shall be maintained at a height of 1.0” to 3.0” inches.

5. Landscape/Maintenance Areas:

Area	Description	Types of Grass	Growing Season	Dormant Season	Notes
1	Easements and Right of Ways	Bermuda, St. Augustine Ornamental*	Weekly or Two Times per Week**	Bi-weekly	
2	Medians	Bermuda, St. Augustine, Ornamental	Weekly	Bi-weekly	
3	Ponds	Bahia	Weekly	Bi-weekly	Pond Banks
4	Trail***	Bahia	Weekly	Weekly	As this area is located behind residences, it is necessary to inspect the trail weekly for mowing requirements during the dormant season. If the grass is sufficiently low, it may be mowed every two weeks during this period.
5	Swale	Ornamental			Swale to be treated for weeds weekly.

* The Contractor shall cut all ornamental grasses, including but not limited to ornamental grasses in medians, back once every year in the late winter or early spring, before new growth begins. Ornamental grasses in the drainage swale are not required to be cut back every year, except for ornamental grass that surrounds a drainage grate. Any ornamental grasses that surround drainage grates must be cut back, as needed, so as to not block the view of the drainage grate, which must be free and clear of any grass or weeds at all times. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

**The District shall determine, in its sole discretion, when the mowing schedule is needed to be increased to two times per week during the growing season.

***The trail maintenance also includes the annual installation of fresh finely crushed, and compacted, shells once a year, as part of the regular service maintenance. The Contractor is to ensure the crushed shells are ADA compliant, within Florida established guidelines and installed along the entirety of the designated trail at a width of five (5) feet and a depth of two (2) inches.

6. Edging/Weed Eating:

- a) Edging Requirements: The Contractor will neatly edge and trim around all plant beds, curbs, streets, trees, buildings to maintain shape and configuration. Edging equipment will include manufacturer's guards to deflect hazardous debris. All grass runners will be removed after edging to keep mulch areas and walkways free of weeds and encroaching grass. "Hard" and "Soft" edging and string-trimming shall be performed in conjunction with turf mowing.

- b) The Contractor shall notify the District of any areas considered inaccessible to mowing machinery and once approved, these areas will be maintained with string trimmers or chemical means, as environmental conditions permit.
- c) Groundcovers will be confined to plant bed areas and away from obstacles by manual or chemical means as environmental conditions permit.
- d) Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistently with the mowing schedule for turf areas.
- e) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. All passing pedestrians must be given the right of way along sidewalks during operations.

7. **Blowing:**

- a) Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, immediately after every mowing and before leaving that area/zone.
- b) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. All passing pedestrians must be given the right of way along sidewalks during operations.

8. **Storm Drain Cleanup:**

- a) Storm Drain Openings, Inspection/Clean-up - Storm drain openings, grates and ADS drains will be visually inspected concurrent with each mowing. These areas shall be cleaned and swept free of debris as needed.
- b) Once per month, sand and debris will be removed with shovels to allow water to flow freely into drains and prevent flooding during major storm events.

9. **Shrubs & Cord Grass Maintenance:**

- a) Shrubs and other groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems.
- b) Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.
- c) Pruning of plants which overhang curbs shall be addressed monthly.
- d) Pruning of bushes shall include maintaining the current shape and does not include changing the shape of the plant as in a cut back.
- e) Mass planted shrubs shall not be pruned individually.
- f) Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean, neat appearance.

- g) Any weeds within shrubs or plants must be removed during trimming operations.
- h) All cord grass along edge of roads shall be pruned and blown off curbs, sidewalks, and turf monthly throughout the community.

10. **Tree Trimming, Pruning, Staking:**

a) *Pruning:*

Height limitation for tree pruning covered in the specifications is 13 feet. No tree branch should hang lower than 13 feet over any roadway and it should not hang less than 10 feet over any sidewalk. Tree branches should not obstruct the visual sight of any street signs or streetlights. On trees over 13 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 13 feet above ground level. In areas without curbs or gutter, tree limbs should not be lower than 14-1/2 feet from the roadway and shoulder. If applicable, in cases where a guardrail is present, vegetation should not be lower than 14-1/2 feet from the face of the guardrail.

Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the Field Manager.

b) *Staking:*

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with the client.

c) *Tree Fertilization:*

This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc. NOTE: A TREE FERTILIZATION PROGRAM AND THE COST SHOULD BE SUBMITTED AS A SEPARATE LINE ITEM BUT INCLUDED WITHIN YOUR PROPOSAL

d) *Palm Pruning:*

Dead or dying fronds should be removed bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

11. **Litter and Debris Removal:**

- a) Prior to each daily mowing operation, the Contractor is responsible for pick up all trash to include bottles, cans, bags, fallen limbs and palm fronds, dead plants, and other debris on the property areas (i.e., grass areas, monument beds, pond banks, roundabouts, near or adjacent to amenity centers, medians, etc.) including signs (i.e., for sale, etc.) displayed in rights-of-way and common areas unless otherwise directed by the Field Manager or designee or staff. This excludes heavy leaf fall pickup from parking areas, sidewalks, etc. Any mulch washout onto sidewalks and/or roads need to be swept or blown back into/onto mulch beds.
- b) Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the District.

- c) After a major storm event, the Contractor shall initiate a property inspection and notate all damage. This report shall be provided to the Field Manager. The Contractor shall provide the District with a proposal for the clean-up at the rates provided to the District in its Price Quotation at Exhibit A of the Agreement. Once the District approves of the proposal in accordance with provisions of the Agreement, common area trees or plants blown over should be stood up and re-staked within 24 hours. All debris shall be removed within 24 hours.
- d) Natural Areas defined as visible areas (within 5' of existing bed lines) of natural vegetation, also as designated on the site map, shall be kept free of dead branches or unsightly weeds and vines that detract from the appearance of the landscape. Particular attention will be given to invasive grape vines through manual and/or chemical means. These areas should be inspected and maintained during each mowing schedule.

12. Weed Control / Weeding of Beds:

- a) During each daily visit, the Contractor is responsible for removing all visible weeds from medians, all monument beds, adjacent to sidewalks and roadways and growing within shrubs/plants/cordgrass
- b) The Contractor shall keep beds free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds in common areas must be hand weeded when post-emergent/contact herbicides are not effective.
- c) Emergent: This type of control should be used only if a known weed problem warrants its use. Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.
- d) Post and pre-emergent herbicide may be applied to areas, when necessary, to include but not limited to all tree rings. Weeds in medians shall be hand pulled or sprayed with herbicide. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed-resistant turf

Note: The appearance of our community is vital to our residents. The Contractor's staff must be trained to remove weeds from ALL areas mentioned above to avoid resident complaints. Weeds within shrubs, along pool decks or walkways are noticeable and failure to complete this specification will result in management meetings between both parties and noted deficiencies.

13. Annuals:

The installation and maintenance of annuals are not required for the proposed areas included in this Project Manual.

14. Trail Maintenance: On the conservation side, the Contractor is to mow at least a mower's length into the conservation area. On the homeowner side, the Contractor is to mow from the trail to the District property line. The District walking/biking trail shall be mowed 1 time every week during the active growing season (April 1 – November 30) and once every (14) days during the dormant seasons (December 1 to March 31), unless there are home residences that back a particular section of trail, in which it must be checked weekly to confirm if mowing is needed. If needed, a mow will be scheduled that week at no additional charge. The trail maintenance also includes weeding, edging, and trash removal. installation of fresh finely crushed, and compacted, shells once a year, as part of the regular service maintenance.

15. **Irrigation Inspection:**

- a) The Contractor is required to have a designated highly trained irrigation team during the duration of this contract. The irrigation team qualifications must be submitted to the Field Manager or designee for approval.
- b) Within 10 days after award of this contract, the Contractor must submit a detailed plan on how/when the different areas of irrigation will be inspected on a weekly basis. This plan must be reviewed and approved by the Field Manager or designee.
- c) The Contractor shall be respectful and aware of school arrival and dismissal times provided by Osceola County Board of Education on an annual basis. Irrigation along roadways and sidewalks shall be off during these time frames to prevent students from being diverted into hazardous roadways.
- d) Irrigation run times must follow watering dates and times as ordered by Toho Water Authority.
- e) The Contractor shall complete monthly inspections (12 inspections/per year) to all controllers and the full irrigation system including battery controllers. Other monthly inspection items include:
 - All sprinkler heads checked for proper operation and coverage. Minimize overspray onto roadways and pedestrian areas, when possible, to conserve water.
 - Inspect all valve boxes for broken or missing lids, replacing as needed. Mark with safety measures until repairs can be made.
 - Adjust as needed controllers to provide proper application of supplemental water while following the required South Florida Water Management District (SFWMD) guidelines.
 - Adjust watering schedules to correspond with seasonal color installation, fertilization applications and pest control operations.
 - Adjust watering schedules as required by the Field Manager or designee as needed to accommodate special events and sports activities.
 - Adjust watering schedules as needed based on seasonal rainfall amounts.
 - Conduct spot checks of the maintenance system while running in normal operations. This shall include 1 nightly visit of the system operating in its normal capacity (every 3 months).

Note: Any damaged areas to include broken valve boxes, broken sprinkler areas that present a hazard to pedestrians, bikers, etc. must be taped off with visible markings (day and night) to warn residents of the danger until repairs are made.

16. **Irrigation Repair Policy:**

- a) The Contractor shall provide an all-inclusive irrigation repair policy and lump sum cost that includes all costs associated with labor and materials for the following repairs as required:
 - Lateral line repairs
 - Valve repairs and replacement
 - Solenoid replacements
 - Head replacements, raising and adjusting as needed
 - Relocation or adjustment of heads to accommodate plant/turf growth
 - Locating and Splicing Wires

- Valve box and Lid replacement (The Contractor shall inspect all valves and valve boxes for broken or stuck valves and submit proposals as needed to the Field Manager. The Contractor is responsible for ensuring all valve box lids are secured appropriately on all valve boxes at each visit. Contractor will immediately replace any missing, or damaged, valve box lids).
- Decoder repairs and replacement
- Battery replacement in all controllers to maintain memory functions

All repairs of items listed above are solely at the Contractors expense and shall be included in the Contractors' weekly report with specific details of the location, items repaired and status to complete (i.e., identified, under repair, repair complete).

b) The following items fall outside the terms of the all-inclusive contract:

- Mainline repairs of 4" pipe or greater
- Timer repair and replacement
- Damage due to vandalism
- Verifiable damage due to lightning strikes or power surges

Items in Section 16, Paragraph b are subject to review and approval by the District Representative or designee. These items will only be approved after receipt of a detailed cost breakdown to include cost of materials and labor and estimated timeline to complete the repair.

- c) During repairs the Contractor is required to clearly mark the area with lawn flags indicating that a particular section of landscape is "under repair". These flags and/or safety cones will communicate to the residents that the issue has been identified and is currently under repair. All flags and/or cones must be clearly visible at night for vehicles and the residents.
- d) Contractor shall notify the Field Manager in writing of all irrigation system failures immediately and no longer than one day of observing such failure. Contractor shall be responsible for all damage to the District's landscape improvements caused by an irrigation system failure if Contractor does not timely notify the Field Manager of such failure. Contractor shall not be responsible for such damage if it timely notifies the Field Manager, and the District does not repair the irrigation system damage. The Contractor will be responsible for controlling all irrigation water use in compliance with all regulatory agency guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.
- e) Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 24 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor based upon unit prices provided in Contractor's Price Quotation at Exhibit A of the Agreement.
- f) All irrigation repairs shall be included within 24 hours of notification unless otherwise approved by the District Representative.

17. **Progress Payments/Checklist Requirement:**

- a) **Weekly Landscape Checklist:** Upon successful completion of each week's landscaping/irrigation activities the Contractor will notify the Field Manager or designee as required in Section 2, Paragraph B. The Field Manager or designee will inspect the property and complete the attached "weekly landscape checklist" to ensure the terms and conditions of this contract are being fulfilled. The weekly landscape checklist will include work performed, location, and expected work completion for the upcoming week, including special projects (e.g., mulching, plant replacements, palm and tree pruning) and closed work orders each Friday by 5 p.m. Time-stamped pictures of weekly inspections of the work performed during that week will be submitted with reports. A copy of the completed checklist will be provided to the on-site supervisor the following Monday at arrival. This completed document will initiate either action below:

Action 1: Report indicates all work has been completed (mark yes in completed column). District Representative or designee will sign/date, Contractor will sign/date. The Contractor will retain the document and submit with the next progress payment invoice.

Action 2: Report indicates all work has not been completed in accordance with the terms and conditions of the contract and notes all deficiencies requiring immediate action. The document will remain unsigned until the deficiencies have been corrected. If not corrected prior to the next invoice period, the District reserves the right to hold retainage, in accordance with Florida's Prompt Payment Act, section 218.70, et. seq., *Florida Statutes* until the deficiencies are corrected and inspected.

All of these signed checklists (4 in total per month, 1 each week) shall be provided along with the Contractor's monthly invoice. Approval of the monthly invoice may be withheld in a manner consistent with Florida's Prompt Payment Act, section 218.70, et. seq., *Florida Statutes*, if the work is not completed pursuant to the requirements of the contract or if the Field Manager does not receive all required reports as outlined in Section 2, Paragraphs B, C and E.

18. Contract Options for Pricing Consideration by District:

The District requests pricing for the following option items to be exercised at the District's discretion during the terms of this contract. These items will be awarded in writing as needed separate from this contract.

- a) The Contractor must adhere to the terms and conditions of this contract while completing installing any of these options in the future.
- **OPTION 1: Ornamentals (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of three (3) gallon ornamentals to include but not limited to: Walters Viburnum, Azaleas, Thryallis, Loropetalum and other ornamentals readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the District, please note this during pricing.
 - **OPTION 2: Shrubs (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of (1) gallon shrubs or ground cover material to include: Agapanthus, Blue Flax Lilly, Society Garlic, Lantana, Bulbine and other shrubs readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the District, please note this during bidding.

- OPTION 3: Trees (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of live oak trees (include height in price) and any other popular trees or palms readily available by the Contractor's suppliers.
- OPTION 4: REPLACEMENT SOD (PER SQUARE YARD AND PER PALLET): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of all grass types located on the District's property.

19. **General Notes:**

- a) Traffic control through all work zones under this contract shall comply with the most current codes/regulations from the State of Florida Department of Transportation (FDOT) "Roadway and Traffic Design Standards" available on the Florida Department of Transport website.

20. **Pesticide, Herbicide, Fungicide, Turf Replacement:**

- a) All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor.
- b) All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall also follow the current recommendations of University of Florida "Guides to Insect Disease, Nematodes and Weed Control."
- c) The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, ants, chinch bugs, army worms, and other grass and plant pests as well as plant fungus for all irrigated turf and ornamentals (if warranted). This program shall be established within 5 calendar days after award and is subject to review and approval by the Field Manager or designee.
- d) All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. All accessible areas shall be mechanically slit injected into turf. All other areas to be spread by rotary means. This shall be done in beginning of growing season no later than April 1st.
- e) All non-irrigated Bahia shall be monitored and treated for Mole Cricket activity at least annually or more frequent if needed.
- f) Pre-emergent and Post-emergent Herbicides. A minimum of two pre-emergent applications in the fall and spring shall be performed on all irrigated turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control throughout the District's property.
- g) As part of the bid package, the Contractor shall submit an outline of the agronomic program for both St. Augustine and Bermuda Turf that would be applied. This shall be included in the proposal package.
- h) Contractor shall mark w/signs all areas sprayed to avoid resident concerns until the area is dry or free of potential safety issues. All signs must be removed by the Contractor.
- i) The Contractor is responsible to monitor all grass conditions and ensure the common area grasses remain healthy and vibrant. Any damage to irrigated turf by insects, fungus or mowing equipment shall be replaced by the Contractor within 14 calendar days after damage is identified at no additional cost to the District.

- j) All turf under repair or replacement areas shall be marked with flags that state “area under construction” to inform residents that the area will be resodded soon. This avoids resident phone calls or concerns and provides information that the area has been identified. These flags will be removed once the area is resodded. Flags can also be added by the District staff to help identify areas of concern during routine weekly or monthly inspections. The Contractor should make note of these areas during the weekly inspection reports.
- k) If the turf area to be repaired is damaged by no fault of the Contractor (as verified by District staff), the area will be replaced at the unit pricing identified in the contract for the various types of grass after approved by the Field Manager or designee.
- l) The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

21. **Fertilization Program:** Fertilization Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning. The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

a) **Irrigated Bermuda Sod:**

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the Field Manager or designee.
- Bermuda Sod should be maintained at height as recommended by the University of Florida.
- All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All Bermuda lawn areas shall be fertilized five (5) times per year.
- Any damage to irrigated Bermuda turf by over fertilization shall be replaced by Contractor within two weeks of damage occurrence. Sod replacement would need to be approved by the District Representative or designee. These areas shall also be flagged denoting “Area Under Construction” until all issues are resolved.

b) **St. Augustine Sod:**

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the District Representative or designee.
- Augustine Sod should be maintained at a height of 4 inches and the Contractor should take care to not scalp the Sod by adjusting mower height as needed.

- All irrigated St. Augustine sod shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil.
- The Contractor's program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All St. Augustine lawn areas shall be fertilized five (5) times per year.
- Any damage to irrigated St. Augustine turf by over fertilization shall be replaced at the Contractors cost within two weeks of damage occurrence.

c) **Trees, Palms and Shrub Fertilization:**

- All trees, palms and shrubs in fertilized zones shall be fertilized two (2) times per year. The proposed fertilization program must be approved by the Field Manager or designee.

The Contractor is responsible to cover and prepare all plants that are prone to freezing when temperatures are expected to be below 32 degrees. This could include annuals, palms and other vegetation that can be easily protected from the weather.

22. Drainage Swale:

The Contractor shall visually inspect each drain grate within the swale, every two weeks, to ensure weeds and grass are not growing up around and on the grate. This is to ensure water flows unobscured down through the drainage grate. The Contractor will not need to cut back the ornamental grass in the swale, except for those grasses that border the individual grates. Ornamental grasses surrounding individual grates will be cut back as needed, to ensure that said grates are easily visible and accessible.

23. Mulch:

The Contractor will install mulch at a depth of three (3) inches in all common area beds twice per year in the months agreed upon with the Field Manager. Full application must be installed within 2 weeks of the initial drop.

24. Warranty:

With the Contractor being responsible of all facets of maintenance, any new plant, tree, shrub, sod, etc., installed shall be warrantied, by the Contractor, for no less than two years from the date of installation. Vandalism, acts of God, or irrigation related issues, not due to contractor negligence or response time, are the only exceptions.

24. Annual Color:

If requested by the District, annual flowers will be installed three (3) times per year corresponding to each seasonal variety and District shall maintain the right to request an additional rotation at its discretion. Specified varieties, size, spacing, and frequency will be recommended per climate and location of plantings. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

EXHIBIT C- MAINTENANCE MAP

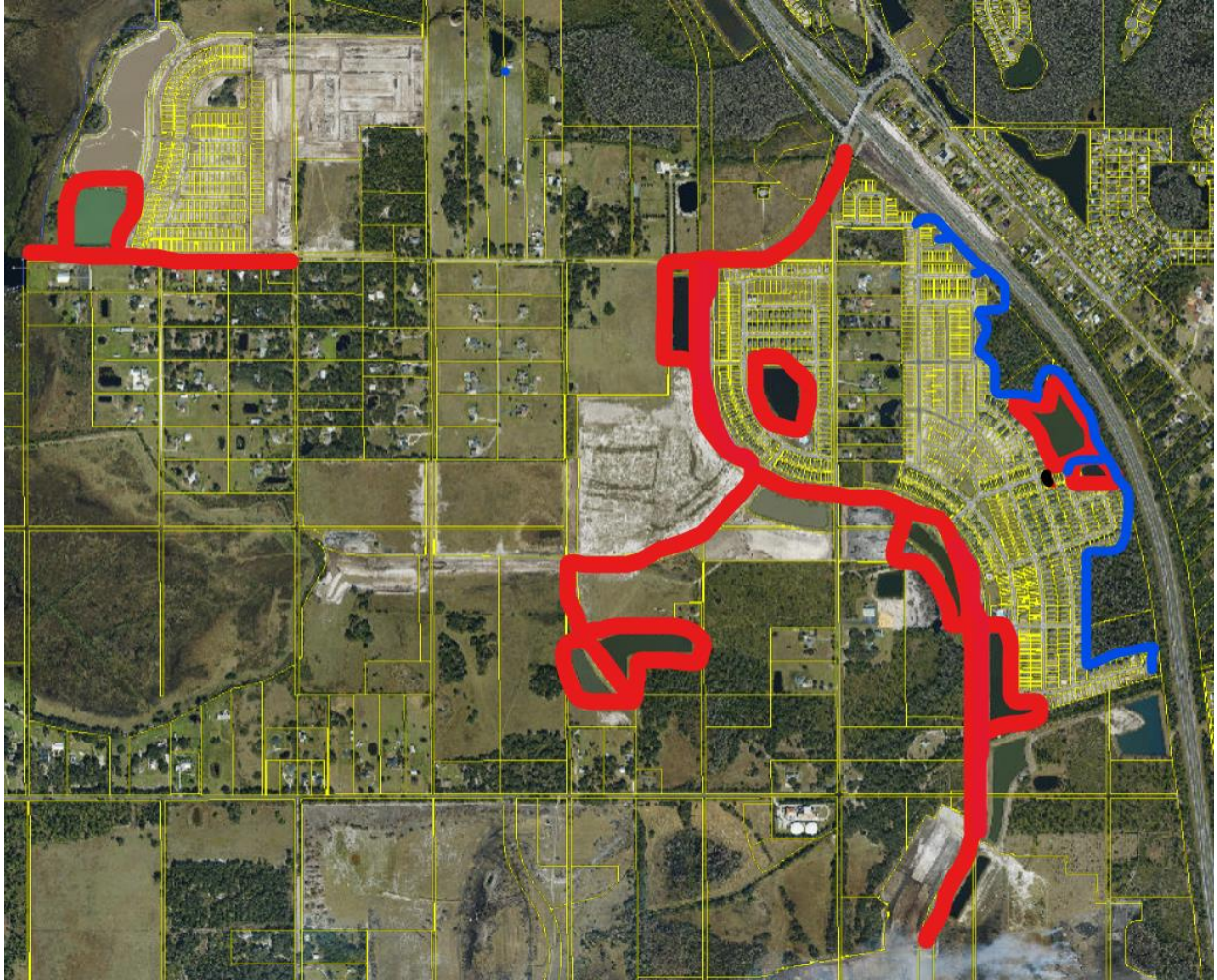


EXHIBIT D – FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement By and Between Edgewater East Community Development District and Yellowstone Landscape – Southeast, LLC*, dated October 1, 2025 (the “Agreement”), by and between:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the “District”), and

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC, a Florida limited liability company (the “Contractor”).

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

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

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

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Bryan Merced – Operations Manager
DATE: September 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- **Down To Earth**

1. Site visits were conducted on September 3rd, 12th, 19th, 25th, and 30th.
2. An onsite meeting with Yellowstone Landscape was conducted on September 25, 2025. During the visit, we toured various areas within the District to review current conditions, set expectations, and identify priority maintenance concerns. Yellowstone acknowledged that their immediate focus will be on addressing detailed maintenance tasks, including comprehensive weed treatment throughout turf areas and landscape beds. Additionally, I requested that maintenance efforts be extended to include the trail system, which has not been consistently serviced. Particular attention should be given to the sections behind residential homes, where maintenance has been lacking. I also asked Yellowstone to provide a proposal for clearing back the encroaching wooded areas along the trail by approximately one mower's width. This would enhance the trail's visual appeal and improve visibility for pedestrians, helping to spot wildlife more easily.
3. After multiple follow-up attempts, DTE's Account Manager responded on September 23, 2025, regarding the remaining punch list items scheduled for completion by month-end. He stated:
"Our maintenance team continues to be on-site doing the weekly mowing and also we have our enhancement crew working on the mulch and remaining of the plants. They will be out there the remaining of the week closing all these open items. I will get you pictures of these items as soon as the crew is completing these items."
4. During my site visit on the 25th, DTE crews were observed installing ornamental grasses in the remaining beds, as previously proposed. However, it appears a few beds are still incomplete. Additionally, no mulching or sod replacement was underway at the time of the visit. I plan to revisit the site before the end of the day on the 30th, to confirm what was and was not completed.
5. During my visit on 09-25-25, a main line break was identified at the corner of Cross Prairie and Kissimmee Park Road. DTE was immediately notified and confirmed that their enhancement crew had also spotted the issue and reported it. An irrigation technician was dispatched to the site for further assessment and repair.
6. DTE's Account Manager confirmed their crews plan to mow the boulevards on September 29th and 30th; however, pond areas will not be addressed. This schedule has been communicated to Yellowstone Landscape to ensure proper coordination of services this week.
7. There has been no response from DTE's Regional Construction Manager regarding the warranty sod replacement at ED2 Clay Whaley. She has not replied to recent emails, and her voicemail is currently full. I contacted DTE's corporate office, and my request was escalated to a colleague. A voicemail was left with the referred contact, and I am currently awaiting a response.

8. As has been the case in the past couple of months, the overall appearance of the site remains largely unchanged. The only noticeable improvement is the recent addition of ornamental grass within the Cross Prairie medians. DTE's continued lack of communication and customer service remained a significant issue/concern. That said, I remain optimistic that the transition to the new landscape provider will lead to improved conditions and help bring the site back up to expected standards.

- **Ponds**

1. Lennar has requested to schedule a turnover walk for the larger stormwater pond located in ED2. On August 26, I contacted the District Engineer to seek approval before moving forward. The District Engineer confirmed, on 09-17-25, "Before we can turn over the pond we need to get the pond certified with SFWMD. The pond is complete and the contractor is finalizing all storm videos this week. I am supposed to have the final storm as built this week of the control structure and I will send it off to SFWMD for certification. Once we have the certification letter I can reach back out to start the process of the turnover."
2. A tree that fell near the ED2 pond has not yet been reinstalled by DTE. They were reminded last week, and yet again this week to complete this task as soon as possible.

MISC. FIELD OPERATION UPDATES:

1. Damaged Sidewalk at the end of Knotty Pine – The builder responded on 08-28-25 and advised "All - that sidewalk falls under Jones homes phase. The plan is to correct this sidewalk at the time that we do our Maintenance bond inspections with the City of St. Cloud. The goal being to take care of all repairs required to release our bond in one swoop. My tentative timeline is for it to be done before the October."
2. Trail – The District Manager has received the trail specifications from the District Engineer and will be reminding the builders of their responsibility to ensure that the trail, within their respective areas, is restored in accordance with those specifications.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025 <i>rescheduled to October 7, 2025</i>	Regular Meeting	9:00 AM
October 7, 2025	Regular Meeting	9:00 AM
November 6, 2025	Regular Meeting	9:00 AM
December 4, 2025	Regular Meeting	9:00 AM
January 8, 2026	Regular Meeting	9:00 AM
February 5, 2026	Regular Meeting	9:00 AM
March 5, 2026	Regular Meeting	9:00 AM
April 2, 20256	Regular Meeting	9:00 AM
May 7, 2026	Regular Meeting	9:00 AM
June 4, 2026	Regular Meeting	9:00 AM
July 2, 2026	Regular Meeting	9:00 AM
August 6, 2026	Regular Meeting	9:00 AM
September 3, 2026	Regular Meeting	9:00 AM

Exception(s)

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