

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

March 3, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

February 24, 2022

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 March 3, 2022 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 and via conference call at 1-888-354-0094, Participant Passcode: 943 865 3730. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Orlando Utilities Commission (OUC) Service Agreement for Lighting Service - Cross Prairie
4. Approval of Landscape Installation Contract (*under separate cover*)
5. Ratification/Approval of Series 2022 Requisitions (*support documentation available upon request*)
 - Number 1: Osceola Mitigation Partners, LLC [\$70,610.00]
6. Consideration of Resolution 2022-11, Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two); Providing a Severability Clause; and Providing an Effective Date
7. Acceptance of Unaudited Financial Statements as of January 31, 2022
8. Approval of February 10, 2022 Public Hearings and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*

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

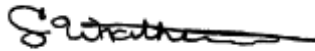
- NEXT MEETING DATE: April 7, 2022 at 9:00 A.M.
- QUORUM CHECK

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

10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
Cross Prairie**

This Agreement is entered into this _____ day of _____, 20___, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT** whose address is 2300 Glades Road Suite 410W Boca Raton, FL 33431, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any

and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold

harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Federal ID# 38-4152913

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by _____ as _____ of _____ . She/He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$2,628.88
Maintenance		\$300.30
<u>Fuel and Energy</u>		<u>\$266.99</u>
Total	***	\$3,196.17

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** From time to time, modifications to the original contract design (“Design Modifications”) may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement’s original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement’s original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year’s rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(77) 30' Square Aluminum Pole [036-21544]

(77) Tenon Adapter [036-23034]

(77) 166w LED Galleon SL3 [036-23308]

(4) Lighting Controller [036-26065]

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

S L & I C PB B PG 8 COM AT SE COR OF 21-26-30, N89-57-03W 1189.62 FT, N00-16-26W 719.69 FT TO POB; CONT N00-16-26W 1066.08 FT TO POC, CONC SW, RAD 1262.50 FT, CENT ANG 90 DEG, (CH BEARING N45-08-13W 1781.17 FT), NWLY ALONG CURVE 1977.09 FT, N90-00-00W 251.68 FT TO POC, CONC NE, RAD 1137.50 FT, CENT ANG 90 DEG, (CH BEARING N45-10-54W 1603.56 FT), NWLY ALONG CURVE 1779.57 FT, N00-21-47W 1018.71 FT, N89-36-17W 130.01 FT, S00-21-47E 1020.43 FT TO POC, CONC NE, RAD 1267.50 FT, CENT ANG 90 DEG, (CH BEARING S45-10-54E 1786.83 FT), SELY ALONG CURVE 1982.95 FT, N90-00-00E 251.68 FT TO POC, CONC SW, RAD 1132.50 FT, CENT ANG 90 DEG, (CH BEARING S45-08-13E 1597.76 FT), SELY ALONG CURVE 1773.51 FT, S00-16-26E 1065.47 FT, N89-59-52E 130 FT TO POB LESS R/W

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Cross Prairie
Premise Address: Clay Whaley Rd
City, State, Zip: St. Cloud, FL 34772
Premise Number _____

BILLING INFORMATION

Billing Contact Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 38-4152913

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 0183431217
Work Request No: 754272
Comments: _____

Certificate of Completion (Exhibit 2)
Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5

**2022 ACQUISITION AND CONSTRUCTION
REQUISITION**

The undersigned, an Authorized Officer of Edgewater East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2021 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of February 1, 2022 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **1**
- (B) Name of Payee: **Osceola Mitigation Partners, LLC.**

Send to:

Mitigation Marketing LLC.
P.O. Box 540285
Orlando, FL 32854
Attn: Alex Preisser

- (C) Amount Payable: **\$70,610.00**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

- (E) Payable from the following accounts or subaccounts:

\$_____ Project Infrastructure Subaccount

\$_____ ED-2 Subaccount

\$ X ED-5 Subaccount

\$_____ ED-6N Subaccount

\$_____ Costs of Issuance Account

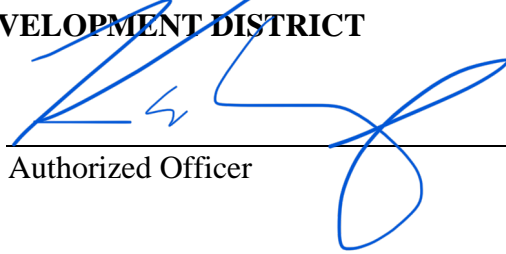
The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2022 Acquisition and Construction Account and the applicable subaccount thereof, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Two Project, and that each represents a Cost of the Assessment Area Two Project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Authorized Officer

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the Assessment Area Two Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the Assessment Area Two Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the Assessment Area Two Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the Assessment Area Two Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for the Assessment Area Two Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the Assessment Area Two Project for which disbursement is made have been obtained from all applicable regulatory bodies; (f) for that portion of the Assessment Area Two Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the Assessment Area Two Project for which disbursement is made hereby.

[CONSULTING ENGINEER]


Title: CDD ENGINEER

DEPOSIT INVOICE

January 18, 2022

Edgewater East Community Development District
 Attn: Kevin Kramer
 2300 Glades Road Suite 410 W
 Boca Raton, FL 33431
kkramer@btipartners.com

Project Name	Credit Price	Deposit Amount	Deposit Due
Edgewater ED5 Roadway Phase I SFWMD Application No. 211202-32340 6.14 State Only Herbaceous UMAM Credits Bullfrog Bay Mitigation Bank (Permit No. 53-00004-M)	\$706,100.00 (\$115,000.00 Per State Only UMAM Credit)	10%	\$70,610.00

Please provide the deposit payment along with the signed purchase agreement. Once received the reservation is in place for 90 days or until permit(s) is issued, whichever occurs first.

Please call Alex Preisser at 407.481.0677 with any questions.

Make check payable to: *Osceola Mitigation Partners, LLC*

Send to: Mitigation Marketing LLC
Mailing:
 P.O. Box 540285
 Orlando, Florida 32854
Physical:
 1091 W. Morse Blvd. Suite 101
 Winter Park, FL 32789

KR comments
2/21/22

special-purpose
unit of

local government

BULLFROG BAY MITIGATION CREDIT RESERVATION/PURCHASE AGREEMENT

This Mitigation Reservation/Purchase Agreement (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between **Bullfrog Bay Mitigation Bank, a Florida limited liability company, c/o Osceola Mitigation Partners, LLC** (hereinafter "Seller"), whose address is 23150 Fashion Way, Ste 235, Estero, FL 33928, and **Edgewater East Community Development District a Florida limited liability company** (hereinafter "Buyer"), whose address is 2300 Glades Road Suite 410W Boca Raton, FL 33431 (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Buyer is responsible for providing wetland mitigation for a portion of the project known as **Edgewater ED5 Roadway Phase 1** project located in Osceola County, Florida (the "Project"); and

WHEREAS, as part of the Project, the South Florida Water Management District (SFWMD), **SFWMD Permit Application Number 211202-32340**, will require the purchase of mitigation credits; and

WHEREAS, Bullfrog Bay Mitigation Bank is recognized by the SFWMD as a permitted mitigation bank under SFWMD Mitigation Banking Permit No 53-00004-M.; and

WHEREAS, the Buyer desires to acquire **Six and Fourteen Hundredths (6.14) state herbaceous UMAM wetland mitigation credits** (the "Wetland Credits") from the Seller for the purpose of meeting its needs for the Project; and

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Reservation.** The Buyer reserves 6.14 Herbaceous UMAM Credits, and the Seller hereby agrees to reserve 6.14 State Herbaceous UMAM Credits to be used by Buyer as and when needed in the permitting process and under the terms and conditions stated herein.
2. **Purchase Price.** The purchase price for the Wetland Credits reserved shall be One Hundred Fifteen Thousand dollars and no cents (\$115,000.00) per wetland mitigation credit and/or any portion or fraction thereof, for a total purchase price of Seven Hundred Six Thousand and One-Hundred Dollars and no cents (\$706,100.00).
3. **Payment Terms/Deposit.** The Buyer and Seller shall sign the original of this Agreement, which shall serve as a confirmation the 6.14 Wetland Credits are reserved for Buyer's project. Simultaneously with the signing of this Agreement, Buyer shall pay Seller a

deposit in the amount of Seventy Thousand Six Hundred Ten Dollars U.S. (\$70,610.00). Payment shall be paid to the account of Osceola Mitigation Partners, LLC, whose address is 23150 Fashion Drive, #235, Estero, FL 33928. The deposit shall be paid via wire transfer per wire instructions to be provided by Seller.

4. Payment Terms / Final Payment. No later than Ninety (90) days following the Effective Date of this purchase agreement or fifteen (15) days after the issuance of the SFWMD Permit to Buyer for the Project, whichever comes first, Buyer shall deposit directly with Seller the final payment Six Hundred Thirty-Five Thousand Four Hundred Ninety Dollars U.S. (\$635,490.00). Payment shall be paid to the account of Osceola Mitigation Partners, LLC, whose address is 23150 Fashion Drive, #235, Estero, FL 33928. The final payment shall be paid via wire transfer per wire instructions to be provided by Seller.
5. Covenants of Seller. No later than thirty (30) days after payment is received in full by Seller for the 6.14 Wetland Credits and the SFWMD permit issued, Seller shall transfer the 6.14 Herbaceous UMAM Credits to be used by Buyer as needed in the SFWMD permitting process and under the terms and conditions stated herein. Seller will not be obligated to transfer the 6.14 Wetland Credits if payment was not received in full.
6. Covenants of Buyer. The Buyer shall have the sole responsibility at Buyer's sole expense of obtaining the SFWMD permit for Buyer's Property. Buyer must use due diligence in getting all applicable permit approved for the Buyer's project ("Buyer Permits").
7. Purchase of Additional State Wetland Mitigation Credits. In the event Buyer, in obtaining the approval for the Project from SFWMD finds it needs additional state wetland mitigation credits, then Seller agrees to sell Buyer additional state wetland mitigation credits at One Hundred Fifteen Thousand dollars and no cents (\$115,000.00) per wetland mitigation credit, if Seller has not already transferred or reserved all of its remaining Wetland Credits. This price applies if additional credits are purchased prior to the issuance of the referenced SFWMD impact permit.
8. Remedies. In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity. Seller will not be responsible for any consequential or special damages.
9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
10. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of Florida.
11. Notices. All notices required by this Agreement shall be in writing and shall be sent certified or registered mail or hand delivered to the addresses set out below. Notices shall

○ odd page ^{ths} on
even pages

be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller shall be sent to:

Bullfrog Bay Mitigation Bank
c/o **Osceola Mitigation Partners, LLC**
23150 Fashion Drive, #235
Estero, FL 33928
Attn: Ned Dewhirst, Sr. V.P.

Notices to Buyer shall be sent to:

Edgewater East Community Development District
~~Mr. Kevin Mays~~ *Craig Wroathell*
2300 Glades Road Suite 410 W
Boca Raton, FL 33431
Attn: ~~Mr. Kevin Mays~~ *Craig Wroathell*

Notice to Counsel:

~~Hopping Green & Sams PA~~ *Kutak Rock, LLP*
Attn: Mr. Michael Eckert
~~H9 S. Monroe Street Suite 300~~ *107 W. College Ave.*
Tallahassee, FL 32301
~~michaelE@hgsllaw.com~~ *Michael.eckert@kutakrock.com*

Notice to SFWMD Permittee:

Edgewater Property Florida Holdings III, LLC
Mr. Kevin Kramer
401 E Las Olas Blvd Suite 1870
Fort Lauderdale, FL 33301
KKramer@btipartners.com

Notice to Consultant:

Austin Environmental Consultants
Randy Austin
316 Church Street
Kissimmee, FL 34741
randy@austinec.com

Any notice or demand so given, delivered, or mailed by United States Mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this agreement neither relied upon any representation not especially herein contained. This agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.
13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the Parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term or condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.
14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither Party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither Party shall hold itself out as an agent, partner or joint venturer with the other and each Party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
18. Effective Date. This Agreement is effective on the date on which the last of the Parties signs this Agreement.

19. Typewritten of Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both Parties, shall control over the printed provisions in conflict therewith.
20. Counterparts. This Agreement may be executed in any number of counterparts, anyone and all of which shall constitute the agreement of the Parties and shall be deemed one original instrument.
21. Time is of the Essence. Time is of the essence under the terms of this Agreement.
22. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said Party in default hereof.
23. Attorney's Fees. In the event that either Party finds it necessary to employ an attorney to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover from the other party its attorney's fees and costs incurred in connection therewith, at both trial and appellate levels; including bankruptcy proceedings, in addition to any other performances or damages to which such party may be entitled.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have dully executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered

SELLER:

Bullfrog Bay Mitigation Bank
c/o Osceola Mitigation Partners, LLC
a Florida limited liability company

By: _____

Print: _____

Date: _____

BUYER:

Edgewater East Community Development District

By: _____

Print: _____

Date: _____

Stephanie Schackmann

From: Craig Wrathell
Sent: Monday, February 21, 2022 12:09 PM
To: Eckert, Michael C.; Kevin Kramer; Shawn Hindle (shindle@hansonwalter.com); Stephanie Schackmann; peter.dame@akerman.com
Cc: Daphne Gillyard; Kristen Suit; Craig Wrathell
Subject: RE: Edgewater ED5 Roadway Phase I - Bullfrog Bay Purchase Agreement and Deposit Invoice
Attachments: Bullfrog Bay agreement - KR comments 2.21.22.pdf; Closing Memo - Edgewater East CDD Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two).pdf

Stephanie

Good afternoon. We are closing on the Edgewater East CDD bonds on Thursday. I've copied in Peter Dame (Bond Counsel). Please get from Peter the form of bond requisition in Word and start working on a requisition for the \$70,610 deposit that needs to be made per the attached Bullfrog Bay Agreement. The agreement has not yet been finalized and fully executed but I'd like the requisition to be ready so that we can submit the requisition as soon as the agreement is fully executed and we have bond funds. There are 4 construction accounts in this bond issue (please see the attached sources and uses of funds). As Kevin states below, this will come out of the ED-5 Project Subaccount.

Thanks Craig

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Fax: (561)571-0013
www.whhassociates.com

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Eckert, Michael C. <Michael.Eckert@KutakRock.com>
Sent: Monday, February 21, 2022 8:26 AM
To: Kevin Kramer <kkramer@btipartners.com>; Craig Wrathell <wrathellc@whhassociates.com>; Shawn Hindle (shindle@hansonwalter.com) <shindle@hansonwalter.com>

Cc: Daphne Gillyard <gillyardd@whhassociates.com>

Subject: RE: Edgewater ED5 Roadway Phase I - Bullfrog Bay Purchase Agreement and Deposit Invoice

Please see comments attached.

Mike

From: Kevin Kramer <kkramer@btipartners.com>

Sent: Wednesday, February 9, 2022 9:46 AM

To: wrathehc@whhassociates.com; Eckert, Michael C. <Michael.Eckert@KutakRock.com>; Shawn Hindle (shindle@hansonwalter.com) <shindle@hansonwalter.com>

Cc: Daphne Gillyard <gillyardd@whhassociates.com>

Subject: FW: Edgewater ED5 Roadway Phase I - Bullfrog Bay Purchase Agreement and Deposit Invoice

[CAUTION - EXTERNAL SENDER]

Craig & Mike & Shawn,

Wetland mitigation agreement is attached for the ED5 project. ED5 is part of Assessment Area Two work. The agreement is with EECDD and requires signature. Deposit payment can be held until AA2 bond funding is received. I defer to you experts regarding approval process, we had a similar agreement for ED4 as part of AA1.

Thank you.

Kevin Kramer

321-422-9294

kkramer@btipartners.com

From: David Melton <david@austinec.com>

Sent: Wednesday, January 19, 2022 11:21 AM

To: 'Alex Preisser' <Alex@mitigationmarketing.com>; 'Kevin Kramer' <kkramer@btipartners.com>

Cc: 'randy austin (randy@austinec.com)' <randy@austinec.com>

Subject: FW: Edgewater ED5 Roadway Phase I - Bullfrog Bay Purchase Agreement and Deposit Invoice

Alex,

Thank you for the quick turnaround. Let me know if you need anything else from me.

Kevin,

Please complete the purchase agreement and submit to Alex. Let me know if you have any questions.

Thank you,

David Melton

Austin Environmental Consultants

Office : 407-935-0535

Cell : 772-812-4152

david@austinec.com

From: Alex Preisser <Alex@mitigationmarketing.com>

Sent: Tuesday, January 18, 2022 6:41 PM

To: david@austinec.com

Cc: Randy Austin <randy@austinec.com>

Subject: Edgewater ED5 Roadway Phase I - Bullfrog Bay Purchase Agreement and Deposit Invoice

Hi David,

Please find attached the Mitigation Credit Purchase Agreements and Deposit Invoice for **Bullfrog Bay Mitigation Banks** to service the mitigation needs required for the **Edgewater ED5 Roadway Phase I** Project. This agreements includes the purchase of 6.14 Herbaceous State Only UMAM credits.

Bullfrog Bay is located within the Reedy Creek hydrologic basin. The impact project is located in the Toho basin, which is included within the Service Area of BBMB. Therefore a project specific Cumulative Impact Analysis will be required by SFWMD for permitting, which will be prepared for and provided by Mitigation Marketing as part of the credit purchase. **Please fill out the attached CIA checklist for your project and return to me.**

Following your client's review and approval, please return the signed Agreement to our office (PDF is acceptable) as well as the deposit payments in the amount of **\$70,610.00 payable to Osceola Mitigation Partners, LLC.**

If payment by wire transfer is preferred please let us know and we will provide wire transfer instructions). Once the Agreement is signed by both parties and deposit payment received, I will return a copy for your file accompanied by a reservation letter reflecting that the credits are reserved for the aforementioned project.

Our mailing address is: Mitigation Marketing
 P.O. Box 540285
 Orlando, Florida 32854

Physical Address: Mitigation Marketing
 1091 W. Morse Blvd. Suite 101
 Winter Park, FL 32789
 (407) 481-0677

Thank you for using BBMB for your mitigation requirements! If you should have any questions, or need additional information, please do not hesitate to contact me.

Alex

Alex Preisser
Mitigation Marketing, LLC
Phone: 407-481-0677
Cell: 407-718-1780
Fax: 407-648-3866

www.mitigationmarketing.com

Providing Mitigation Solutions Throughout Florida

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (ASSESSMENT AREA TWO); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted Resolution Nos. 2020-28 and 2022-35, authorizing the issuance of its \$33,925,000 Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) (“Series 2022 Bonds”) for the purpose of financing a portion of the acquisition of certain improvements as described in the *Supplemental Engineer’s Report for Assessment Area Two*, dated February 9, 2022; and

WHEREAS, the District closed on the issuance of the Series 2022 Bonds on February 24, 2022; and

WHEREAS, as prerequisites to the issuance of the Series 2022 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel, District Engineer and Bond Counsel (“District Staff”) were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2022 Bonds.

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

SECTION 1. The issuance of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, the signing of agreements related to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the

best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 3rd day of March 2022.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

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

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 5,742	\$ -	\$ -	\$ 5,742
Cash - impact fees	1,618,095	-	-	1,618,095
Investments				
Reserve	-	1,112,580	-	1,112,580
Interest	-	17	-	17
Construction	-	-	3,566,729	3,566,729
Cost of issuance	-	10,001	-	10,001
Due from Landowner	30,156	-	-	30,156
Due from capital projects fund	15,000	-	-	15,000
Total assets	<u>\$1,668,993</u>	<u>\$1,122,598</u>	<u>\$ 3,566,729</u>	<u>\$ 6,358,320</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 29,872	\$ -	\$ -	\$ 29,872
Contracts payable	-	-	8,638	8,638
Retainage payable	-	-	424,334	424,334
Due to Landowner	810	-	-	810
Due to general fund	-	-	15,000	15,000
Landowner advance	21,000	-	-	21,000
Total liabilities	<u>51,682</u>	<u>-</u>	<u>447,972</u>	<u>499,654</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	30,156	-	-	30,156
Total deferred inflows of resources	<u>30,156</u>	<u>-</u>	<u>-</u>	<u>30,156</u>
Fund balances:				
Restricted for:				
Debt service	-	1,122,598	-	1,122,598
Capital projects	-	-	3,118,757	3,118,757
Unassigned	1,587,155	-	-	1,587,155
Total fund balances	<u>1,587,155</u>	<u>1,122,598</u>	<u>3,118,757</u>	<u>5,828,510</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,668,993</u>	<u>\$1,122,598</u>	<u>\$ 3,566,729</u>	<u>\$ 6,358,320</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ (9,750)	\$ 14,365	\$ 132,790	11%
Total revenues	<u>(9,750)</u>	<u>14,365</u>	<u>132,790</u>	11%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,239	16,239	48,000	34%
Legal	4,352	11,339	50,000	23%
Engineering	(4,050)	600	7,500	8%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	5,250	0%
DSF accounting & assessment rolls	458	1,833	5,500	33%
Telephone	17	67	200	34%
Postage	-	-	500	0%
Printing & binding	42	167	500	33%
Legal advertising	-	221	1,500	15%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	26	500	5%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,141</u>	<u>36,880</u>	<u>132,790</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	(14,891)	(22,515)	-	
Fund balances - beginning	1,602,046	1,609,670	-	
Fund balances - ending	<u>\$ 1,587,155</u>	<u>\$ 1,587,155</u>	<u>\$ -</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,112,579	0%
Interest	6	31	-	N/A
Total revenues	<u>6</u>	<u>31</u>	<u>1,112,579</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	395,000	0%
Interest	-	448,644	807,559	56%
Total debt service	<u>-</u>	<u>448,644</u>	<u>1,202,559</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	6	(448,613)	(89,980)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(6)</u>	<u>(26)</u>	<u>-</u>	N/A
Total other financing sources	<u>(6)</u>	<u>(26)</u>	<u>-</u>	N/A
Net change in fund balances	-	(448,639)	(89,980)	
Fund balances - beginning	<u>1,122,598</u>	<u>1,571,237</u>	<u>1,565,814</u>	
Fund balances - ending	<u><u>\$ 1,122,598</u></u>	<u><u>\$ 1,122,598</u></u>	<u><u>\$ 1,475,834</u></u>	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 39	\$ 207
Total revenues	39	207
EXPENDITURES		
Construction costs	4,405,212	4,670,367
Total expenditures	4,405,212	4,670,367
Excess/(deficiency) of revenues over/(under) expenditures	(4,405,173)	(4,670,160)
OTHER FINANCING SOURCES/(USES)		
Transfer in	6	26
Total other financing sources/(uses)	6	26
Net change in fund balances	(4,405,167)	(4,670,134)
Fund balances - beginning	7,523,924	7,788,891
Fund balances - ending	\$ 3,118,757	\$ 3,118,757

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

The Board of Supervisors of the Edgewater East Community Development District held Multiple Public Hearings and a Regular Meeting on February 10, 2022 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 and via conference call at 1-888-354-0094, Participant Passcode: 413 553 5047.

Present were:

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

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Mike Eckert	District Counsel
Shawn Hindle	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 9:00 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Public Hearing to Consider the Imposition of Special Assessments and Adoption of an Amended Assessment Roll Relating to Certain Lands Recently Added within the Boundaries of the District Consisting of Approximately 102.119 Acres

- 39 • *Hear testimony from the affected property owners as to the propriety and advisability*
40 *of making the improvements and funding them with special assessments on the*
41 *property.*
- 42 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
43 *all complaints as to the special assessments on a basis of justice and right.*

44 These items occurred below.

- 45 A. **Engineer's Report, dated August 26, 2020 (for informational purposes)**
- 46 B. **First Amendment to Engineer's Report Dated August 26, 2020 to Reflect the 2021**
47 **Boundary Amendment and Additional Units, dated January 6, 2022 (for informational**
48 **purposes)**
- 49 C. **Master Special Assessment Methodology Report dated August 26, 2020 (for**
50 **informational purposes)**
- 51 D. **First Amendment to the Master Special Assessment Methodology Report, dated**
52 **February 10, 2022 (for informational purposes)**

53

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

56

57

58 Mr. Eckert stated the purpose of today's public hearing is to spread the Master
59 Assessment lien over the 102.119 acres that was added to the CDD in December, by way of an
60 Osceola County Ordinance. He posed the following questions to the District Manager:

61 Mr. Eckert: Was the meeting properly noticed in the newspaper today?

62 Mr. Wrathell: Yes.

63 Mr. Eckert: Do you have the proofs of publication?

64 Mr. Wrathell: Yes.

65 Mr. Eckert: Can you confirm that notice was mailed to Landowners of record in
66 accordance with Chapters 170 and 197?

67 Mr. Wrathell: Yes.

68 Mr. Eckert: Were the names and addresses obtained from the official County records as
69 required by Chapter 170?

70 Mr. Wrathell: Yes.

71 Mr. Eckert: Have the plans and specifications been on file and available for public
72 inspection?

73 Mr. Wrathell: Yes.

74 Mr. Eckert: Is the Assessment Report attached a supplement to the Master Assessment
75 Report, with no changes in the actual methodology being used for the 102.119 acres?

76 Mr. Wrathell: Correct.

77 Mr. Eckert: Would you agree with me that the benefits of the improvements include the
78 added use of property, added enjoyment of the property, the likely increased marketability of
79 the property eliminates the need of individual owners to build duplicate facilities?

80 Mr. Wrathell: Yes, sir.

81 Mr. Eckert: Do you agree that the benefits also include access to property by roads and
82 also improved usability of property and improved esthetics?

83 Mr. Wrathell: Yes.

84 Mr. Eckert: And would you agree that the benefits of the improvements exceed or equal
85 the amounts assessed?

86 Mr. Wrathell: Yes.

87 Mr. Eckert: Would you agree that the assessments are being imposed in a manner
88 proportional to benefits received by property owners and the assessment is fairly and
89 reasonably allocated?

90 Mr. Wrathell: Yes.

91 Mr. Eckert: And would you agree that the amount of the assessments is reasonable?

92 Mr. Wrathell: Yes.

93 • ***Hear testimony from the affected property owners as to the propriety and advisability***
94 ***of making the improvements and funding them with special assessments on the***
95 ***property.***

96 There were no comments from property owners or members of the public.

97 Mr. Eckert posed the following questions to the District Engineer regarding the First
98 Amendment to the Master Methodology Report, dated January 6, 2022:

99 Mr. Eckert: Based on your experience and the cost estimates on your Engineer's Report,
100 is the supplement reasonable and proper?

101 Mr. Hindle: Yes, sir.

102 Mr. Eckert: Do you have any reason to believe that the project cannot be carried out by
103 the District?

104 Mr. Hindle: No, sir.

105 • ***Thereafter, the governing authority shall meet as an equalizing board to hear any and***
106 ***all complaints as to the special assessments on a basis of justice and right.***

107 Mr. Eckert asked if the Board, sitting as the Equalizing Board, wished to make any
108 changes to the assessments proposed for the 102.119 acres based on any information received
109 thus far. The Board, sitting as the Equalizing Board, did not wish to make any changes.

110 **E. Consideration of Resolution 2022-07, Amending Resolution 2020-32; Providing for the**
111 **Continued Authorization of an Improvement Plan Benefitting the New 102.119 Acres;**
112 **Providing an Estimated Cost of Improvements Benefitting the New 102.119 Acres;**
113 **Equalizing, Approving, Confirming, and Levying Debt Assessments on the New 102.119**
114 **Acres; Updating the Number of Project Wide Equivalent Residential Units Anticipated**
115 **for True Up Purposes; Providing for the Continuing Application of Resolution 2020-32;**
116 **and Providing for Severability, Conflicts and an Effective Date**

117 Mr. Eckert presented Resolution 2022-07.

118

119 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
120 **Resolution 2022-07, Amending Resolution 2020-32 Providing for the Continued**
121 **Authorization of an Improvement Plan Benefitting the New 102.119 Acres;**
122 **Providing an Estimated Cost of Improvements Benefitting the New 102.119**
123 **Acres; Equalizing, Approving, Confirming, and Levying Debt Assessments on the**
124 **New 102.119 Acres; Updating the Number of Project Wide Equivalent**
125 **Residential Units Anticipated for True Up Purposes; Providing for the**
126 **Continuing Application of Resolution 2020-32; and Providing for Severability,**
127 **Conflicts and an Effective Date, was adopted.**

128

129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168

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

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Supplementing Resolution 2021-03 to Reflect the Addition of Approximately 4.6 Acres of Land to Assessment Area One; Allocating Assessments to the New 4.6 Acres; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of an Amended and Restated Notice of Series 2021 Special Assessments; Providing for Conflicts, Severability and an Effective Date

Mr. Eckert presented Resolution 2022-08. This Resolution spreads the assessment lien that secures the 2021 bonds over the 4.6 acres.

On MOTION by Mr. Mays and seconded by Mr. Wanas, with all in favor, Resolution 2022-08, Supplementing Resolution 2021-03 to Reflect the Addition of Approximately 4.6 Acres of Land to Assessment Area One; Allocating Assessments to the New 4.6 Acres; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of an Amended and Restated Notice of Series 2021 Special Assessments; Providing for, was adopted.

FIFTH ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-09, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May be Levied by the Edgewater East Community Development District in Accordance with

169 Section 197.3632, Florida Statutes; Providing for Severability Clause; and Providing an
170 Effective Date

171 Mr. Eckert stated this Resolution enables the CDD to levy assessments via the County
172 Property Appraiser and Tax Collector.

173

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

176

177

178 No members of the public spoke.

179

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

182

183

184 Mr. Eckert presented Resolution 2022-31.

185

186 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
187 **Resolution 2022-09, Expressing its Intent to Utilize the Uniform Method of**
188 **Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May be**
189 **Levied by the Edgewater East Community Development District in Accordance**
190 **with Section 197.3632, Florida Statutes; Providing for Severability Clause; and**
191 **Providing an Effective Date, was adopted.**

192

193

194 **SIXTH ORDER OF BUSINESS**

195

196

197

198

199

200

201

202

203

204

205

206

Consideration of Resolution 2022-10, Setting Forth the Specific Terms of the Edgewater East Community Development District’s Special Assessment Revenue Bonds, Series 2022; Confirming the District’s Provision of Infrastructure Improvements; Confirming and Adopting the Supplemental Engineer’s Report; Confirming and Adopting Series 2022 Supplemental Assessment Methodology Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2022 Bonds;

207 Providing for the Application of True-Up
208 Payments; Providing for the Supplement to
209 the Improvement Lien Book; Providing for
210 the Recording of a Notice Of Series 2022
211 Special Assessments; Providing for
212 Conflicts, Severability and an Effective
213 Date
214

- 215 • **Consideration of Supplemental Engineer’s Report for Assessment Area Two**
- 216 • **Consideration of Final Second Supplemental Special Assessment Methodology for**
217 **Assessment Area Two**

218 Mr. Eckert presented Resolution 2022-10 and reviewed the details of a recent bond sale
219 and its terms.

220 Mr. Wrathell reviewed the Second Supplement Special Assessment Methodology for
221 Assessment Area Two.

222

223 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
224 **Resolution 2022-10, Setting Forth the Specific Terms of the Edgewater East**
225 **Community Development District’s Special Assessment Revenue Bonds, Series**
226 **2022; Confirming the District’s Provision of Infrastructure Improvements;**
227 **Confirming and Adopting the Supplemental Engineer’s Report; Confirming and**
228 **Adopting Series 2022 Supplemental Assessment Methodology Report;**
229 **Confirming, Allocating and Authorizing the Collection of Special Assessments**
230 **Securing Series 2022 Bonds; Providing for the Application of True-Up**
231 **Payments; Providing for the Supplement to the Improvement Lien Book;**
232 **Providing for the Recording of a Notice Of Series 2022 Special Assessments;**
233 **Providing for Conflicts, Severability and an Effective Date, was adopted.**

234

235

- 236 ▪ **Consideration of Bullfrog Bay Mitigation Credit Reservation/Purchase Agreement**
237 **This item, previously the Eighth Order of Business, was presented out of order.**

238 Mr. Wrathell presented the Bullfrog Bay Mitigation Credit Reservation/Purchase
239 Agreement between Bullfrog Bay Mitigation Bank and the CDD for \$706,100.

240

241
242
243
244
245
246
247
248
249
250
251

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Bullfrog Bay Mitigation Credit Reservation/Purchase Agreement for \$706,100, was approved.

- **Consideration of Florida Wall Concepts, Inc., Proposal #22-113 Crossprairie Parkway Monument & Amenities**

This item, previously the Ninth Order of Business, was presented out of order.

Mr. Wanas presented the Florida Wall Concepts, Inc., Proposal #22-113 for the Crossprairie Parkway Monument and Amenities in a not-to-exceed amount of \$100,000.

252
253
254
255
256

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the Florida Wall Concepts, Inc., Proposal #22-113 Crossprairie Parkway Monument & Amenities, in a not-to-exceed amount of \$100,000, was approved.

257
258
259
260
261

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, authorizing execution of any requisitions necessary to fund the work related to the Florida Wall Concepts, Inc., proposal, was approved.

262
263
264

SEVENTH ORDER OF BUSINESS

Review of Proposals for Phase 1, Landscape and Irrigation Work

265
266
267
268

Mr. Wrathell stated the bid opening was on January 31, 2022. He reviewed the three submittals and the Evaluation Matrix Criteria. Mr. Wanas asked for a motion to disqualify Randy Suggs Landscaping because they did not submit a bid bond.

269
270
271
272
273

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, disqualifying Randy Suggs Landscaping for not submitting a bid bond, was approved.

274
275
276

- **Evaluation Criteria for Submittals**

The respondents were scored and ranked based on a total point value of 100, as follows:

Rank	Respondent	Total Points
#1	BrightView Landscape Development, Inc.	100 points
#2	Cherrylake, Inc.	93 points

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, accepting the recommended ranking of BrightView Landscape Development, Inc., as the #1 ranked respondent and Cherrylake, Inc., as the #2 ranked respondent, was approved.

- Award of Contract

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, authorizing District Staff to enter into an agreement with the #1 ranked firm, BrightView Landscape Development, Inc., and authorizing the Chair and Vice Chair to execute, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Bullfrog Bay Mitigation Credit Reservation/Purchase Agreement

This item was presented following the Sixth Order of Business.

NINTH ORDER OF BUSINESS

Consideration of Florida Wall Concepts, Inc., Proposal #22-113 Crossprairie Parkway Monument & Amenities

This item was presented following the Sixth Order of Business.

TENTH ORDER OF BUSINESS

Consideration of Acquisition of Work Product

This item was deferred to the next meeting.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2021

314 Mr. Wrathell presented the Unaudited Financial Statements as of December 31, 2021.

315

316 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
317 **Unaudited Financial Statements as of December 31, 2021, were accepted.**

318

319

320 **TWELFTH ORDER OF BUSINESS**

Approval of January 6, 2022 Regular Meeting Minutes

321

322

323 Mr. Wrathell presented the January 6, 2022 Regular Meeting Minutes.

324

325 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the**
326 **January 6, 2022 Regular Meeting Minutes, as presented, were approved.**

327

328

329 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

330

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

332 Mr. Eckert stated that the bond closing would be held on February 24, 2022.

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

334 There was no report.

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

336 • **NEXT MEETING DATE: March 3, 2022 at 9:00 A.M.**

337 ○ **QUORUM CHECK**

338 The next meeting would be held on March 3, 2022. The Acquisition of Work Product
339 item would be considered at the March meeting.

340

341 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

342

343 There were no Board Members' comments or requests.

344

345 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

346

347 There were no public comments.

348

349 **SIXTEENTH ORDER OF BUSINESS**

Announcement of Meeting Continuation

350

351 As it was not necessary to continue the meeting, the meeting adjourned.

352

353 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
354 **meeting adjourned at 9:27 a.m.**

355

356

357

358

359

360

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

361
362
363
364
365
366

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9C

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021	Regular Meeting	9:00 AM
November 4, 2021 CANCELED	Regular Meeting	9:00 AM
December 2, 2021	Regular Meeting	9:00 AM
January 6, 2022	Regular Meeting	9:00 AM
February 3, 2022 <i>rescheduled to February 10, 2022</i>	Regular Meeting	9:00 AM
February 10, 2022	Public Hearings & Regular Meeting	9:00 AM
March 3, 2022	Regular Meeting	9:00 AM
April 7, 2022	Regular Meeting	9:00 AM
May 5, 2022	Regular Meeting	9:00 AM
June 2, 2022	Regular Meeting	9:00 AM
July 7, 2022	Regular Meeting	9:00 AM
August 4, 2022	Regular Meeting	9:00 AM
September 1, 2022	Public Hearing & Regular Meeting	9:00 AM