

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

April 7, 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

March 31, 2022

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on April 7, 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. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-12, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date.
4. Ratification of OUC Service Agreement for Lighting Service – Cross Prairie
5. Consideration of Central Florida Underground, Inc. Quotation for OUC Street Light (Accessory Power) Conduit Installation
6. Ratification of Johnston's Surveying, Inc., Proposal for Survey Support Services - Sketch & Legal Descriptions for the Clay Whaley Road Widening Project
7. Consideration of Hanson, Walter & Associates, Inc., Work Authorization Number 1 for Design and Permitting of Sanitary Sewer Force Main
8. Ratification of Change Orders
 - A. Change Order 004
 - B. Change Order 005
9. Consideration of JR Construction Company, Inc., Proposals
 - A. ED4-RFCO#01-ODP Deduct - Mass Grade - Segmental Block Wall Material
 - B. Phase 1 – Cross Prairie Parkway Pedestrian Bridge - Rev 2

ATTENDEES:

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

- 10. Consideration of Florida Wall Concepts, Inc., Proposal #22-113, Crossprairie Parkway Monument Amenities
- 11. Acceptance of Unaudited Financial Statements as of February 28, 2022
- 12. Approval of March 3, 2022 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Best Practices for Responding to Public Records Requests
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 5, 2022 at 9:00 A.M.

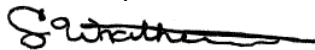
○ QUORUM CHECK

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

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. 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: 413 553 5047

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Noah Breakstone	November 2024
2	Kevin Mays	November 2024
3	Justin Onorato	November 2022
4	Kevin Kramer	November 2022
5	Robert Wanas	November 2022

This year, Seat 3, currently held by Justin Onorato, Seat 4, currently held by Kevin Kramer, and Seat 5, currently held by Robert Wanas are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November 2022, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 7, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 7TH DAY OF APRIL, 2022.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Edgewater East Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 984.72 acres, located west of the Florida Turnpike, and east of Lake Tohopekaliga, with open space to the north and south, in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

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

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Craig Wrathell
District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 1, 2022**

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Edgewater East Community Development District to be held at _____, on November 1, 2022, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining 4891-4790-4281.1

voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 1, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Edgewater East Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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**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

To the extent the Property is not included in dedicated public right-of-way, CUSTOMER will grant or arrange to be granted 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, To the extent the Property is not included in dedicated public right-of-way, CUSTOMER will grant, transfer and convey to OUC, or arrange to be granted, transferred or conveyed 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, to the extent permitted by Florida law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), 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. 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 herein below, 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 extent permitted by Florida law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes),, 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

CENTRAL FLORIDA UNDERGROUND, INC.

990 MILLER DRIVE • ALTAMONTE SPRINGS, FLORIDA 32701
TELEPHONE 407-260-9000 • FAX 407-260-1599

March 15, 2022

Edgewater East CDD
Attn: Mr. Shawn Hindle, PE
2300 Glades Road - Suite 410W
Boca Raton, FL 33431

RE: Quotation for OUC Street Light Conduit Installation
PROJECT: Crossprairie Pkwy.

Dear Sir:

Based on the design by OUC, Central Florida Underground proposes the following:

1. Furnish labor and material to install 1-2" Sch. 40 PVC conduit with 24" cover to include excavation, conduit installation, warning tape, backfill and compaction.	Approximately	800 L.F @	18.00	\$14,400.00
2. Furnish and install 2" galvanized 90° bends.	Approximately	4 ea. @	100.00	\$400.00
3. Furnish labor and material to directional bore 1-2 PVC schedule 40 conduit.	Approximately	140 L.F @	25.00	\$3,500.00
TOTAL AMOUNT PROPOSED				\$18,300.00
Add if Bond Required				\$4,425.00

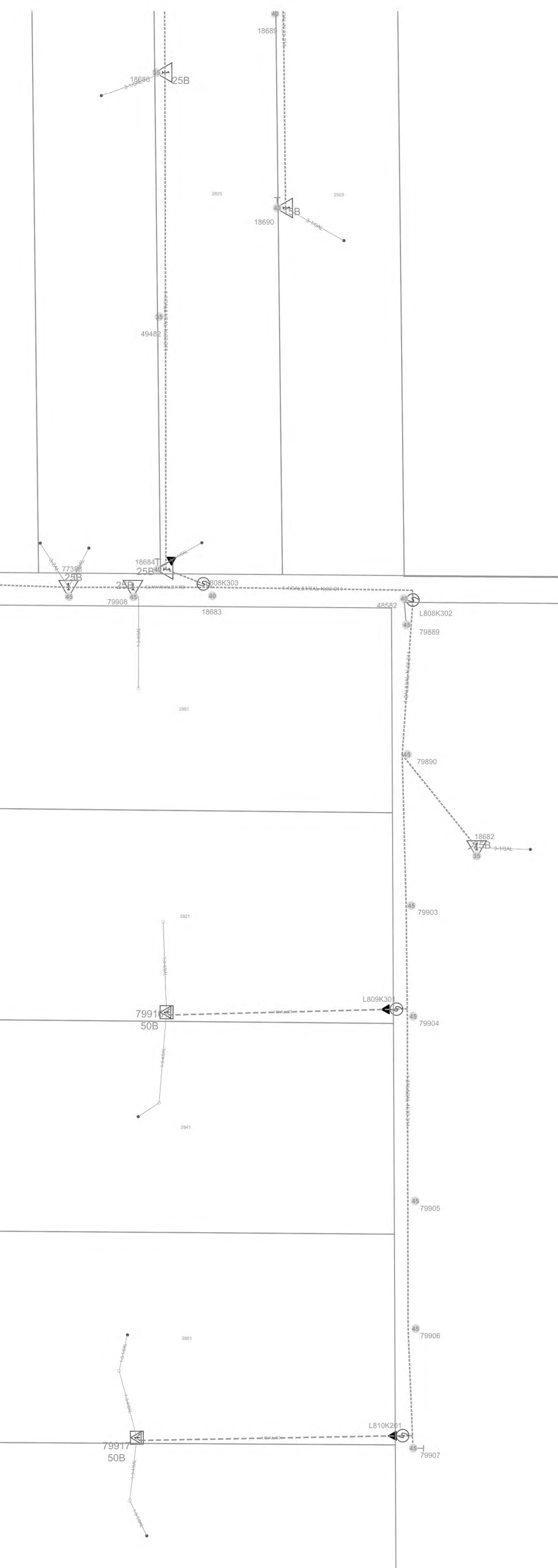
Notes:

1. All layout and as-builts to be provided by others.
2. All poles, conductors, etc. to be provided and installed by others.



Bryan Ward
President

- LEGEND**
- 1 - Com
 - 2 - Ident
 - 3 - Woo
 - 4 - Benc
 - 5 - Wast
 - 6 - Bike
 - 7 - Bike
 - 8 - Pet V
 - 9 - Biosw
 - 10 - Street



MANHOLES AND SWITCHES SHALL BE INSTALLED IN EITHER A CITY/COUNTY R.O.W. OR SPECIFIED UTILITY EASEMENT FURNISHED BY PROPERTY OWNER. TOP OF MANHOLE SHALL BE INSTALLED 2" ABOVE FINAL DIRT GRADE.

ALL CONDUIT IN SWITCH PAD WINDOWS SHALL HAVE ENDS TAPED TO KEEP MUD/DIRT OUT OF CONDUIT.

ALL CONDUIT SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINAL GRADE.

RED ELECTRICAL WARNING TAPE SHALL BE INSTALLED 18" BELOW FINAL GRADE.

ALL CONDUIT SHALL HAVE GALVANIZED SWEEPS MEETING THE FOLLOWING MINIMUM RADIUS:

- 6" - 36" RADIUS
- 3" - 24" RADIUS
- 2" - 24" RADIUS

ALL CONDUIT SECTIONS SHALL HAVE CHAMFERED EDGES (5 DEGREES) ON THE INSIDE LIP OF ALL NON-BELL ENDS PER OUC SPECS.

ALL CONDUIT SHALL BE GRAY, ELECTRIC-GRADE, SCH40 PVC OR BETTER, AND MEET OUC SPECS.

THE 4/0 COPPER GROUND WIRE SECTIONS SHALL BE CONNECTED USING AN EXOTHERMIC WELDING PROCESS ONLY (CAD-WELD). THESE CONNECTIONS SHALL BE LEFT EXPOSED FOR THE OUC INSPECTOR TO INSPECT.

A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

DEVELOPER/CONTRACTOR SHALL INSTALL 2FT OF SOD AROUND THE SWITCH PADS TO HELP ELIMINATE EROSION/WASH-OUT.

ANY DAMAGE TO CONCRETE PADS OR CONDUIT THAT OCCURS PRIOR TO COMPLETION OF ROADWAY CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

ENTRY INTO MANHOLES SHALL FOLLOW ALL O.S.H.A. RULES FOR SAFETY. THE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL SAFETY EQUIPMENT NEEDED FOR ENTRY INTO A "CONFINED SPACE". ENTRY INTO OUC'S EXISTING MANHOLES CAN BE ACCOMPLISHED BY SCHEDULING AN OUC STAND-BY AT 407-384-4011. OUC DOESN'T SUPPLY GAS DETECTORS REQUIRED BY O.S.H.A. BUT CAN BE RENTED LOCALLY AT A RENTAL COMPANY.

OUC INSPECTOR: SCOTT PUGH (407-737-4287)

ALL LOCATIONS ARE APPROXIMATE AND NOT TO ANY SCALE.

03/7

4700K

- Live Oak
- Sabal Palm
- Bald Cypress
- Slash Pine
- Light Fixture

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

EMAIL

To: Mr. Kevin Kramer

From: Richard D. Brown

Email: kkramer@btipartners.com

Pages: 3

Phone 407-477-6776

DATE: March 9, 2022

Re PROPOSAL FOR SURVEYING – Survey support services for

Sketch & Legal Descriptions for the Clay Whaley Road Widening Project

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

Please find attached our proposal for surveying services for the above referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-229 or Email: rick@jsurveying.com.

JOHNSTON'S SURVEYING INC.

900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

March 9, 2022

Edgewater East CDD
c/o Mr. Kevin Kramer
BTI Partners
14501 Rove Resort Ave #3102
Orlando, FL 34787

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Sketch & Legal Descriptions for the Clay
Whaley Road Widening Project

Dear Kevin:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

TASK I: Prepare 8 sketch and legal description for the Clay Whaley Road widening project per limits provided by Hanson, Walter, & Associates, Inc. Review title reports provided by Land Title Professionals and address matters of record on sketches.

Final deliverable will be sketch of description prepared in AutoCAD and on 8 ½" x 11" paper suitable for recording.

Breakdown of fees for Task I above:

JSI Fee: (\$500 each sketch x 8)	\$4,000.00
Title Reports: (\$250 each parcel x 8)	<u>\$2,000.00</u>
TOTAL FOR TASK I:	\$6,000.00

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,



Richard D. Brown
President

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140


CONDITIONS OF PROPOSAL ACCEPTANCE

EDGEWATER EAST CDD – CLAY WHALEY ROAD WIDENING – SKETCH & LEGAL DESCRIPTIONS

Services and fees outlined in this proposal dated 3-9-2022 are subject to the following conditions:

1. This fee does not include any services for outside consultants.
2. All reimbursable expenses, including but not limited to, blueprinting, photographic work, photocopies and express charges will be billed separately and independently of the contract amount.
3. All services are based on a "one-time" performance only. Any additional services not outlined will be performed at our normal hourly rates, after client authorization.
4. The client is responsible for any application or review fees required by governmental or regulatory agencies for plan submittals.
5. All application or review fees and reimbursable expenses, except blueprints, paid directly by consultant will be subject to a 15% surcharge.
6. We cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such.
7. Invoices will be considered due and payable within 10 days of the date of the invoice. All "past due" invoices are subject to interest attached at 1.5% per month, 18% per annum.
8. The client has the right to terminate this agreement with a 10 working day advance written notice. If such termination takes place, the consultant will present a final invoice based on the percentage of the completed project.
9. Should it become necessary for the consultant to utilize its attorney to collect fees due the consultant, the client agrees to bear the cost of collection, including reasonable attorney's fees.
10. Retainer of -0- will be required upon execution of this contract.

If this proposal meets with your approval, please return one copy (executed with the original signature of the party responsible for payment) to this office. Upon receipt, it shall be deemed a mutually binding contractual agreement between the signing parties. If this proposal is not executed and returned to this office within 90 days, it shall be null and void. Any fees associated with this proposal are subject to increase if this contract is still in force at the end of one year.

CONSULTANT:  DATE: 3-9-2022
Richard D. Brown – President

ACCEPTED BY:  DATE: 3-9-2022

COMPANY: Hanson, Walter & Associates, Inc. POSITION CDD Engineer

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

Exhibit A
Form of Work Authorization

March 22, 2022

Edgewater East Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 1**

Dear Chairman, Board of Supervisors:

Hanson, Walter & Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Edgewater East Community Development District ("**District**"). We will provide these services pursuant to our current *Agreement for Professional Engineering Services*, dated September 16, 2020 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services:

Design and permitting of a sanitary sewer force main from Cross Prairie Parkway to the Southside Wastewater Treatment Plant for an approximate distance of 3.6 miles. This improvement is part of the approved Assessment Area 2 Bond issue associated with Area Wide improvements.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

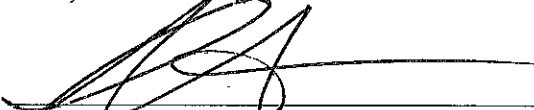
APPROVED AND ACCEPTED

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Representative

Sincerely,

**HANSON, WALTER & ASSOCIATES,
INC.**, a Florida corporation


By: Shawn D. Hindle, President

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8A

**CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Edgewater East CDD Phase 1 Civil Work

CHANGE ORDER NO. ~~005~~

[Handwritten Signature]
12/2/21

DATE: November 19, 2021

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: January 26, 2021

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 7,793,015.40 .
Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 10,618,745.32 .
The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 414,242.16 .
The new CONTRACT PRICE including this ORDER will be \$ 11,032,987.48 .
The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by TBD days .
The new CONTRACT TIME including this ORDER will be 210 days .
The date for SUBSTANTIAL COMPLETION of all work
will be TBD .

CHANGES ORDERED:

I. GENERAL

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Civil Work

PROJECT NO.: 4288-13-01

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:
Change(s) Ordered by:
RECOMMENDED BY:
Construction Manager,
By [Signature]
Signature
Title CDD ENGINEER
Date 11-19-2021

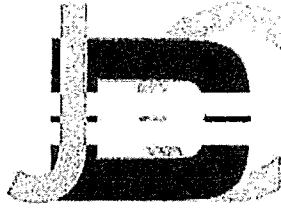
APPROVED BY:
Edgewater East CDD
(Owner)
By [Signature]
Signature
Title Vice Chair
Date 12/2/2021

Edgewater East CDD
Hanson Walter and Associates, Inc.
ACCEPTED BY: [Signature]
Contractor
By [Signature]
Signature
Title President
Date 11/24/21

By _____
Signature
Title: _____
Date _____

END OF SECTION

EDGEWATER ED4 - RFCO# 02 - Mass Grade, CPP



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Tyson Snyder

Phone: (407) 870-0066

Email: Tyson.Snyder@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 10/28/2021
 Date of Plans: 8/13/2021 (Various)
 Revision Date: 7/27/2021
 Addendums:

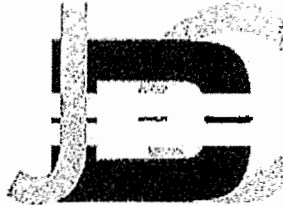
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
115	Bond	1.00	LS	4,719.83	4,719.83
	STORM DRAINAGE SYSTEM				
3005	Connect to Existing Storm	4.00	EA	3,450.00	13,800.00
3030	30" Class III RCP	928.00	LF	89.10	82,684.80
3040	42" Class III RCP	733.00	LF	176.50	129,374.50
3160	42" RCP MES (No Grate)	1.00	EA	5,135.00	5,135.00
3230	30" Double Headwall	1.00	EA	11,600.00	11,600.00
3240	Storm Manhole	5.00	EA	7,600.00	38,000.00
3255	Type F Inlet	3.00	EA	6,175.00	18,525.00
3300	Clean, Lamp, & TV	1,945.00	LF	7.80	15,171.00
	STORM DRAINAGE SYSTEM TOTAL				3319,010.13
	MASS GRADING TOTAL				3319,010.13
GRAND TOTAL					319,010.13

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Scope of work based on email and marked up drawings received on August 18, 2021 and email dated 10/10/21

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

Edgewater East Phase 1 - Cross Prairie Parkway Plan Changes RFCO #11



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealls

Phone: 407-870-0066

Email: Jackson.Nealls@Jr-Davis.com

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407) 847-9433
Email:

Proposal Date: September 27, 2021
Date of Plans:
Revision Date:
Addendums:
HCSS# 2074RFCO11

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GENERAL					
210	Add Construction Layout	1.00	LS	4,918.84	4,918.84
310	Add Certified Asbuilts	1.00	LS	2,524.83	2,524.83
410	Add Geo-Technical Testing	1.00	LS	2,918.50	2,918.50
WATER SYSTEM					
6210	Add 12" PVC Water Main	12.00	LF	70.11	841.32
7160	Add Fittings	1.00	LS	25,850.53	25,850.53
WATER SYSTEM TOTAL					\$37,054.02
RECLAIM WATER SYSTEM					
8010	Add 16" PVC Reclaim Water	12.00	LF	115.18	1,382.16
8960	Add Fittings	1.00	LS	29,060.18	29,060.18
REUSE WATER SYSTEM TOTAL					\$30,442.34
SANITARY SEWER					
9460	Add 12" PVC Force Main	12.00	LF	65.83	789.96
10510	Add Fittings	1.00	LS	26,945.71	26,945.71
SANITARY SEWER TOTAL					\$27,735.67
GRAND TOTAL					95,232.03

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. All additional time required for these plan changes will be determined after the full Notice to Proceed is issued.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8B

**CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Edgewater East CDD Phase 1 Civil Work

CHANGE ORDER NO. ~~004~~ 005

DATE: October 29, 2021

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: January 26, 2021

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 7,793,015.40

Current CONTRACT PRICE ADJUSTED by previous

CHANGE ORDER \$ 10,078,640.20

The CONTRACT PRICE due to this CHANGE ORDER will

increase/decrease by \$ 540,105.12

The new CONTRACT PRICE including this ORDER will be \$ 10,618,745.32

The new CONTRACT TIME due to this CHANGE ORDER will

Increase/decrease by TBD days

The new CONTRACT TIME including this ORDER will be 210 days

The date for SUBSTANTIAL COMPLETION of all work

will be TBD

CHANGES ORDERED:

I.. GENERAL.

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Civil Work

PROJECT NO.: 4288-13-01

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #3 for over excavation of Pond A and Pond B in addition to the expansion and over excavation of Pond C.

RFCO #5 for decorative road signs.

RFCO #12 for inclusion of Pig Ports on the proposed force main.

2.e Justificatione

RFCO #3

The original bid assumed a depth certain for excavation of material, however while in construction it was determined additional material could be secured for use on the ED-4 Mass Grade effort and the material was usable. Pond C was modified in shape with the approval of ED-4 construction plans; therefore, the approved work was expanded to accomplish the expansion and over excavation at this time to save on future dewatering and mobilization costs.

RFCO#5

The original bid included FDOT signs. During the bid process the decorative signs were approved by the County, however the change was not captured in the bids. This change order provides for decorative street signs and decorative regulatory signs.

RFCO #12

During the FDEP permitting of the force main in the Cross Prairie Right of way, it was determined that the velocities in the pipe in the Initial phase may result in additional maintenance by the City of St. Cloud. Therefore, two pigging ports were added to the plans to provide for access to the main to provide future maintenance if necessary.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Details for Pond C modification, decorative sign details and pigging port plans and details.

2.e Justificatione

Additional work necessary to meet the requirements of the approved plans and provide for additional material for mass grade responsibilities of the CDD.

3. Paymente

Payments will be made per quantities and unit prices listed in the change order on future pay requests as the work is completed in whole or part.

IV.e PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:e

None

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:

Edgewater East CDD

Change(s) Ordered by:

Hanson Walter and Associates, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor CEW

By 

By 

Signature

Signature

Title CDD ENGINEER

Title President

Date 10-29-2021

Date 11/02/21

APPROVED BY:

Edgewater East CDD
(Owner)

By _____

By _____

Signature

Signature

Title: _____

Title: _____

Date _____

Date _____

END OF SECTION

CO4

REVISED 5074

10-25-2021

APPROVED

Edgewater East Phase 1 - Cross Prairie Parkway RFCO #03



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Chad Widup

Phone: 772-480-0379

Email: Chad.Widup@jr-davis.com

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407)847-9433e
Email:

Proposal Date: 7/27/21
Date of Plans:
Revision Date: June 21
Addendums:

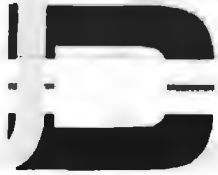
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General Conditions					
110	Construction Layout	1.00	LS	3,500.00	3,500.00
210	As-Builts	1.00	LS	987.00	987.00
220	Bond	1.00	LS	4,859.39	4,859.39
	Total				\$9,346.39
Pond A & B Over-Excavation					
410	Over-Excavation Ponds A&B	24,099.00	CY	2.35	56,632.65
610	Dewatering	24,099.00	CY	0.75	18,074.25
710	Stockpile Fill	24,099.00	CY	0.58	13,977.42
	Total				\$88,684.32
Pond C Expansion & Over-Excavation					
810	Pond C Excavation Expansion Only	64,457.00	CY	2.15	138,582.55
910	Pond C Over Excavation Original Design	16,662.00	CY	2.35	39,155.70
1010	Pond C Over Excavation Expansion Only	22,729.00	CY	2.35	53,413.15
1015	Dewatering	103,848.00	CY	0.60	62,308.80
1018	Stockpile Fill	103,848.00	CY	0.58	60,231.84
1210	Additional Slope Grading	13,678.00	SY	0.45	6,155.10
1310	Sod Expansion	13,678.00	SY	2.40	32,827.20
	Total				\$392,674.34
GRAND TOTAL					490,705.05

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. All additional time warranted will be addressed after full NPT is issued.
3. All over-excavation quantities billed will be verified with as-built.

APPROVED
10-26-2021

Edgewater East Phase 1 -RFCO #05: Decorative Road Signs Added Cost



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Jackson Nealis
Phone: 407-319-6970
Email: jackson.nealis@jr-davis.com

BASED ON SHAWN'S
EMAIL. CAN'T
CONFIRM IN RFP.

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407) 847-9433
Email:

Proposal Date: 8/13/2021
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Decorative Signs Added Cost			0.00	
1010	Decorative Signs Additional Cost	1.00	LS	17,400.07	17,400.07
GRAND TOTAL					17,400.07

APPROVED
10-25-2021

Edgewater East Phase 1 - Cross Prairie Parkway Plan

Changes RFCO #12 - Pig Ports

JR. DAVIS CONSTRUCTION



Jr. Davis Construction Company, Inc.

210 Hangar Road
Kissimmee, FL, 34741
Contact: Jackson Nealis
Phone: 407-870-0066e
Email: Jackson.Nealis@Jr-Davis.com

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407)847-9433e
Email:

Proposal Date: October 4, 2021
Date of Plans:
Revision Date:
Addendums:
HCSS# 2074RFCO12

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SANITARY SEWER				
9970	Pig Ports	2.00		16,000.00	32,000.00
	SANITARY SEWER TOTAL				\$32,000.00
GRAND TOTAL					32,000.00

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.e
2. All additional time required for these plan changes will be determined after the full Notice to Proceed is issued.e

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9A

EDGEWATER ED4 -RFCO#01-ODP DEDUCT- Mass Grade- Segmental Block Wall Material



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Tyson Snyder

Phone: (407) 870-0066

Email: Tyson.Snyder@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 10/28/2021
 Date of Plans: 8/13/2021 (Various)
 Revision Date: 3/31/2022
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	STORM DRAINAGE SYSTEM				
3325	ODP CREDIT SEGMENTAL BLOCK WALL MATERIALS	1.00	LS	-83,016.00	-83,016.00
3375	ODP TOTAL ANTICIPATED TAX CREDIT	1.00	LS	-5,055.96	-5,055.96
	WALL MATERIAL TOTAL				-88,071.96
GRAND TOTAL					\$-88,071.96

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Scope of work based on email and marked up drawings received on August 18, 2021 and email dated 10/10/21
3. RFCO #02 - ODP DEDUCT is only valid when approved with Edgewater ED4 - RFCo #02 - Mass Grade, CPP that was submitted on 11/22/21 and ODP deducts not already applied.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY
 Quantity based on information provided by Owner final quantity will be based on installed units.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9B

Edgewater East Phase 1 - Cross Prairie Parkway Ped Bridge

Rev 2



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: jackson.Nealis@jr-davis.com

Quote To: Shawn Hindle
 Company: Hanson, Walter & Assoc., Inc.
 Phone: (407) 847-9433
 Email:

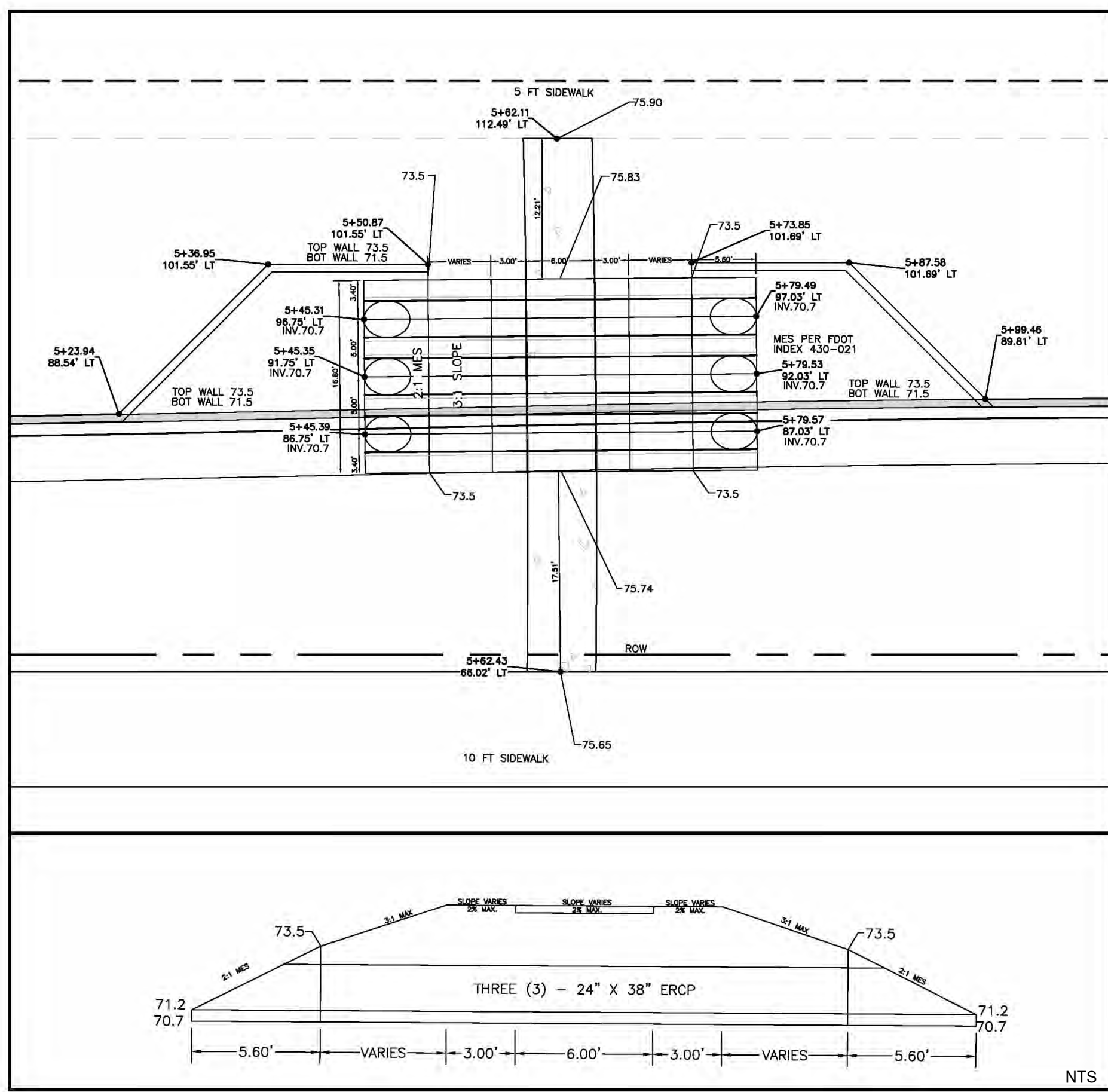
Proposal Date: 07/22/21
 Date of Plans:
 Revision Date:
 Addendums:

Pricing for Potential Pedestrian Bridge Crossings

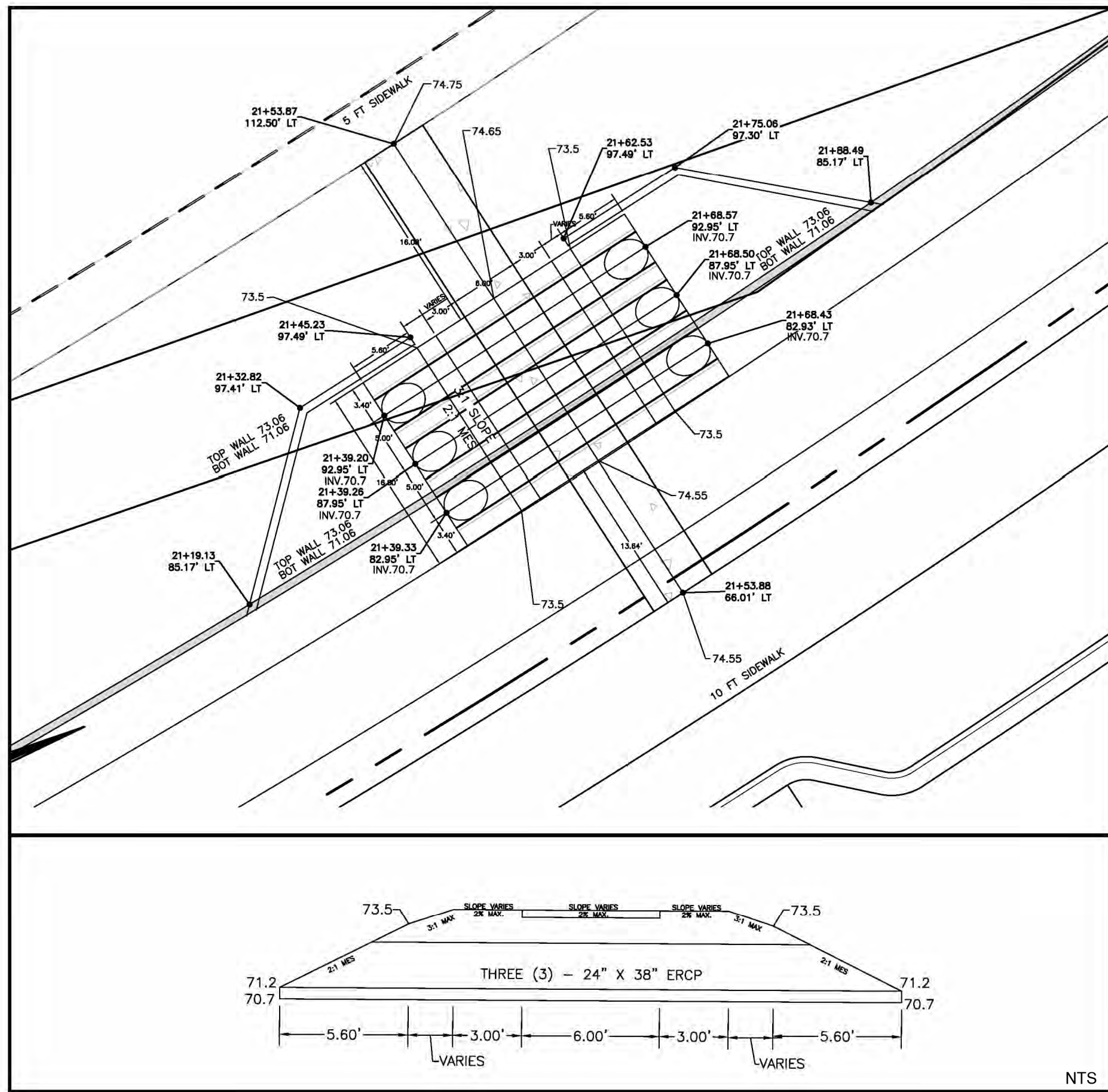
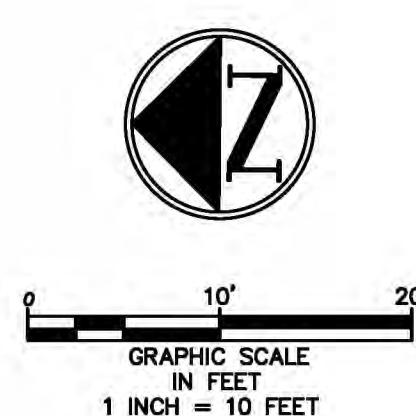
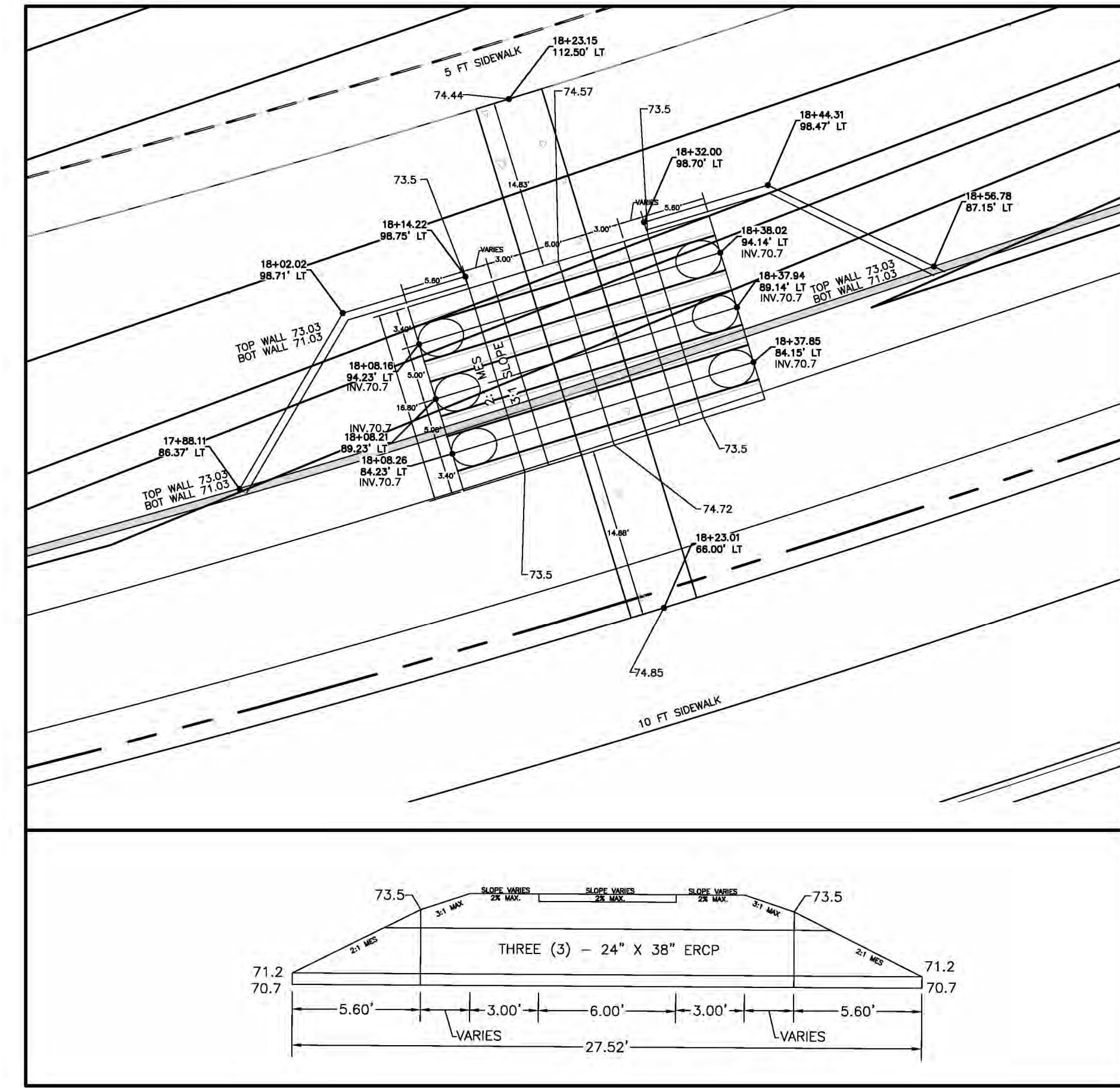
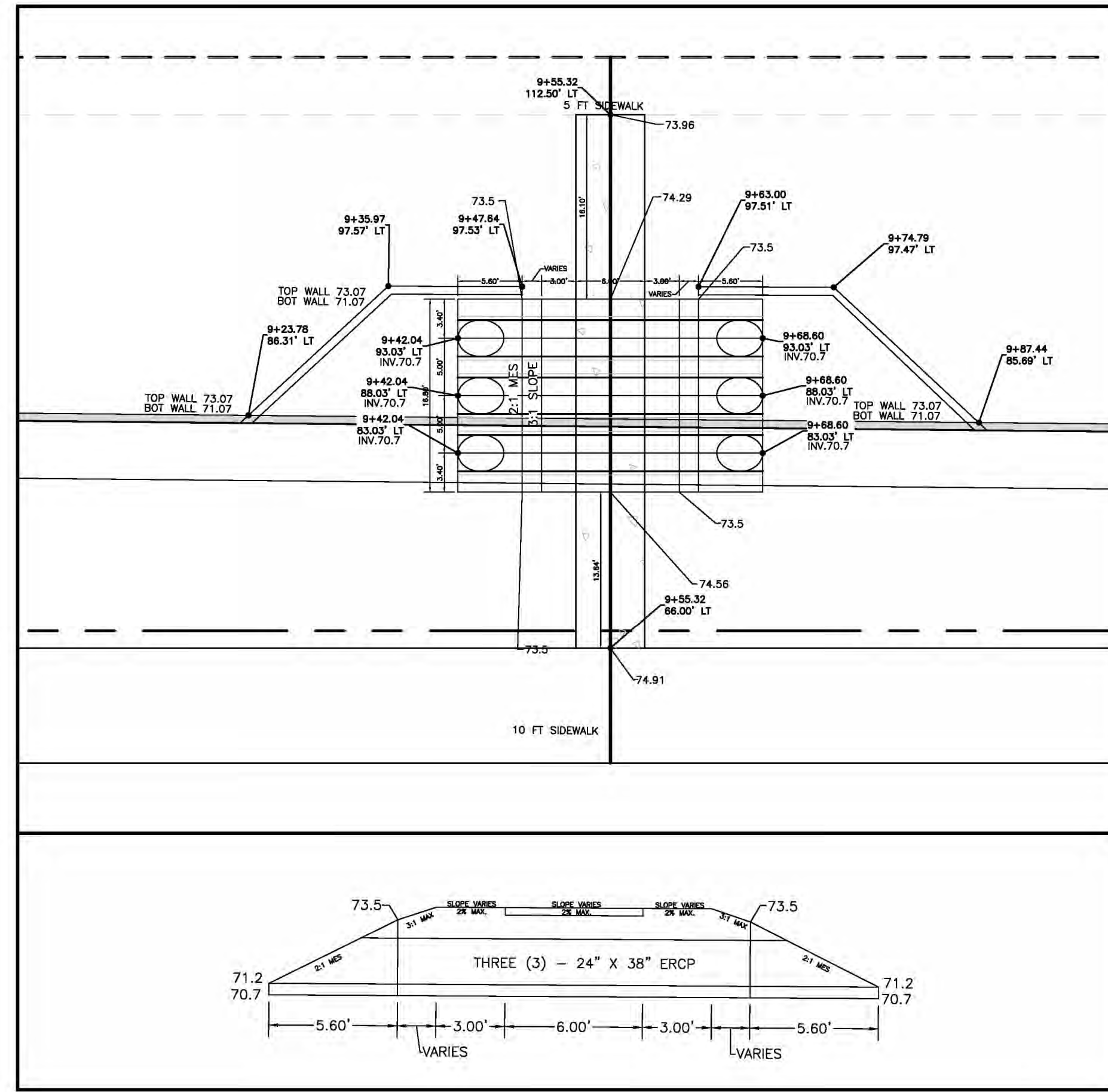
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3700	****Block Wall Bridge****				
3710	Embankment	2,057.00	CY	15.00	30,855.00
3720	6 FT Sidewalk (4" Thick) - Ped Bridge	1,554.00	SF	15.00	23,310.00
3730	24"x38" ERCP 6-8	336.00	LF	185.00	62,160.00
3740	24"x38" ERCP MES	42.00	EA	3,000.00	126,000.00
3750	Segmental Block	1,858.50	SF	38.00	70,623.00
3799	Block Wall Bridge Total				312,948.00
GRAND TOTAL					\$312,948.00

NOTES:

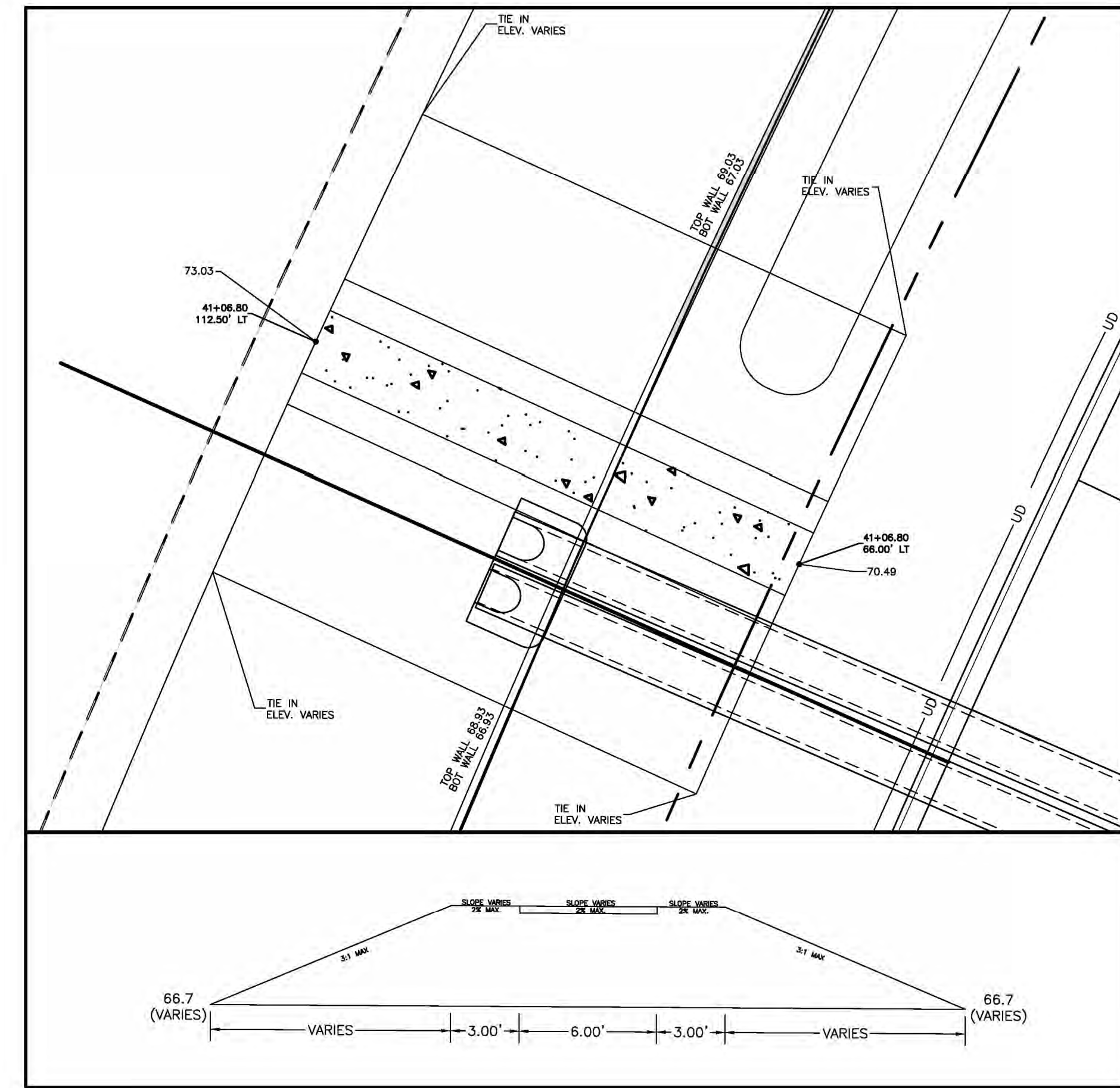
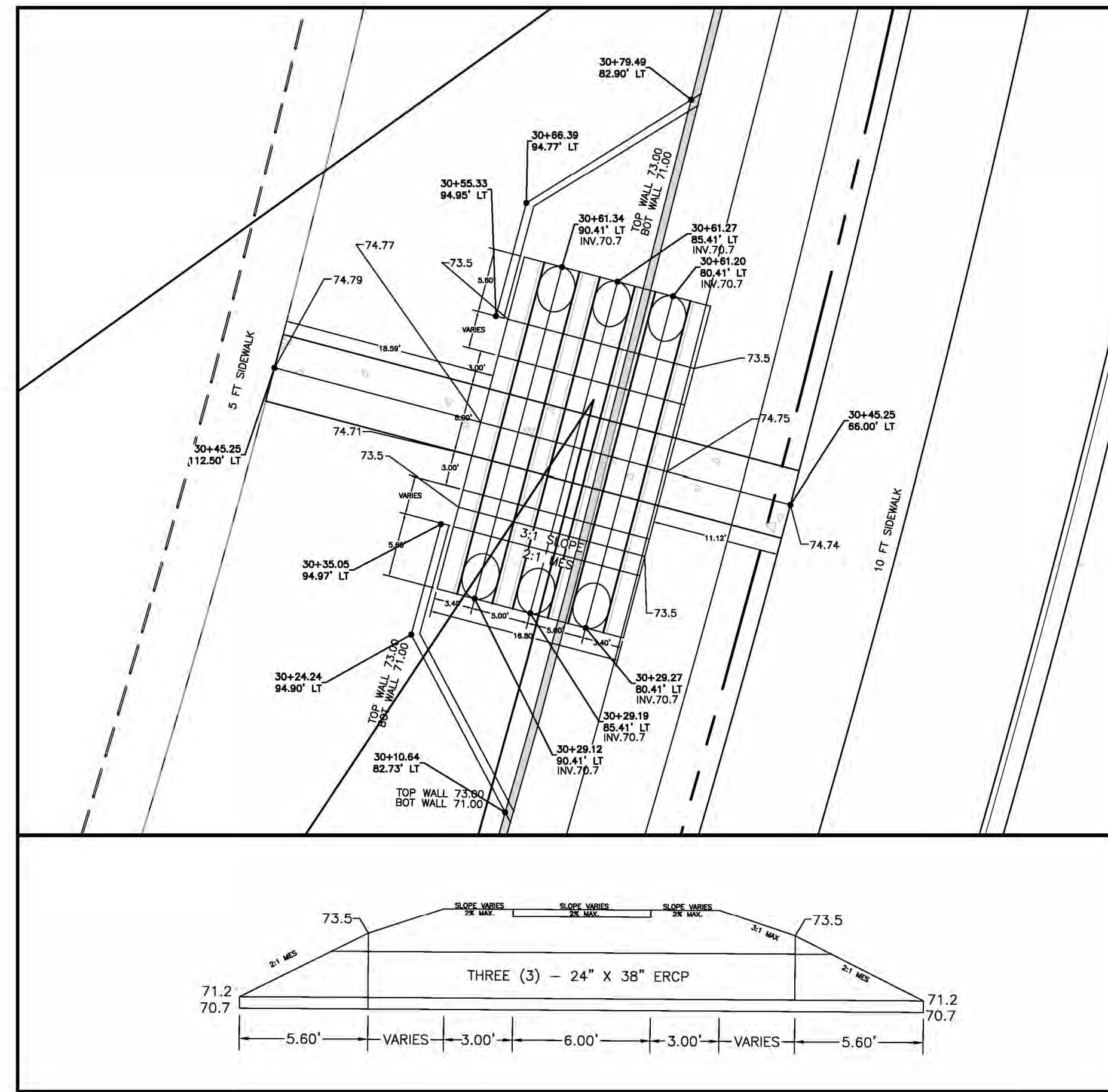
1. This proposal does not include dewatering.



STA. 5+62



STA. 21+53



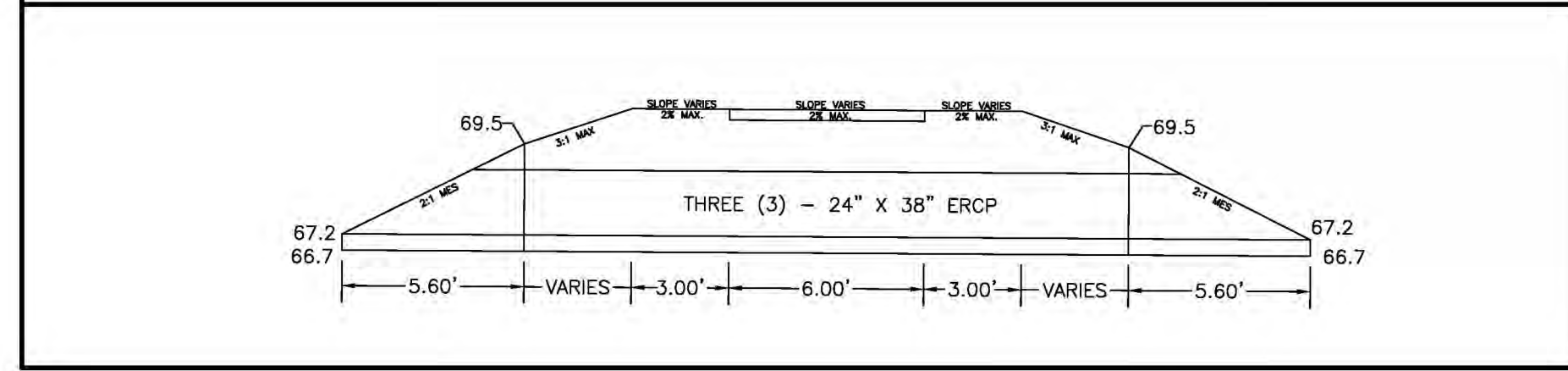
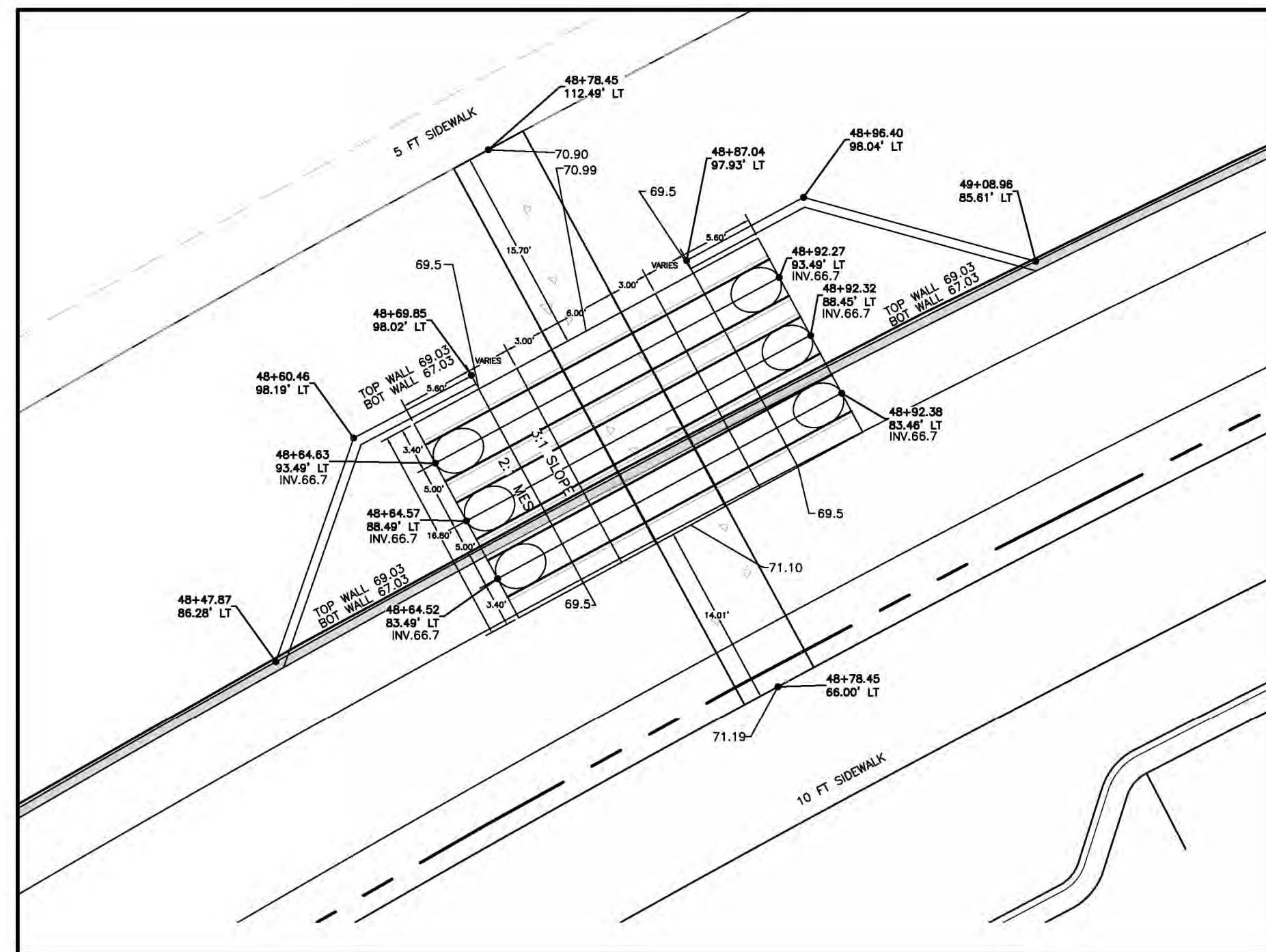
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REVISIONS					

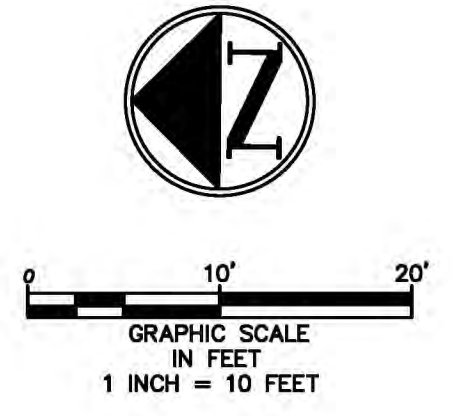
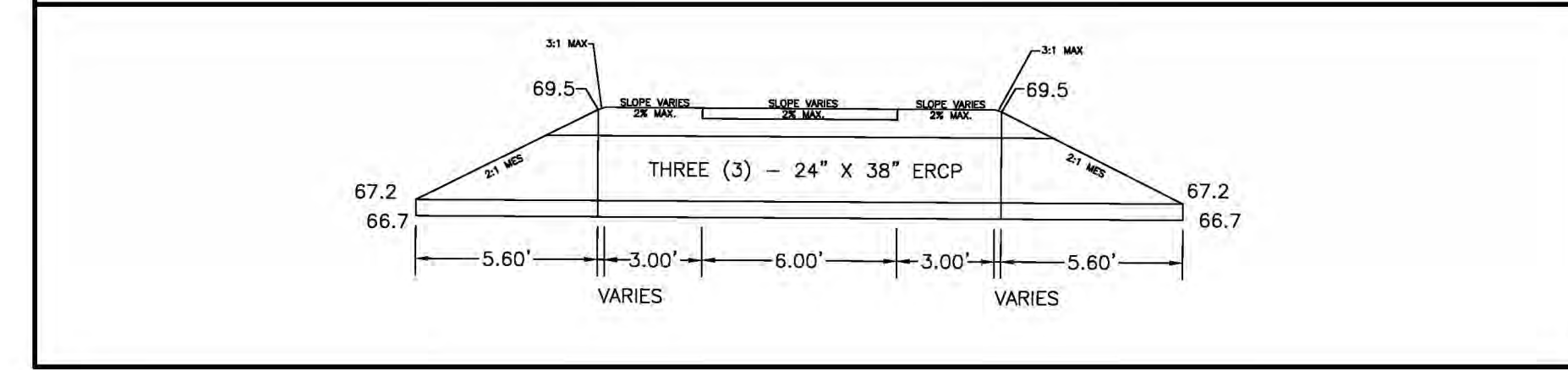
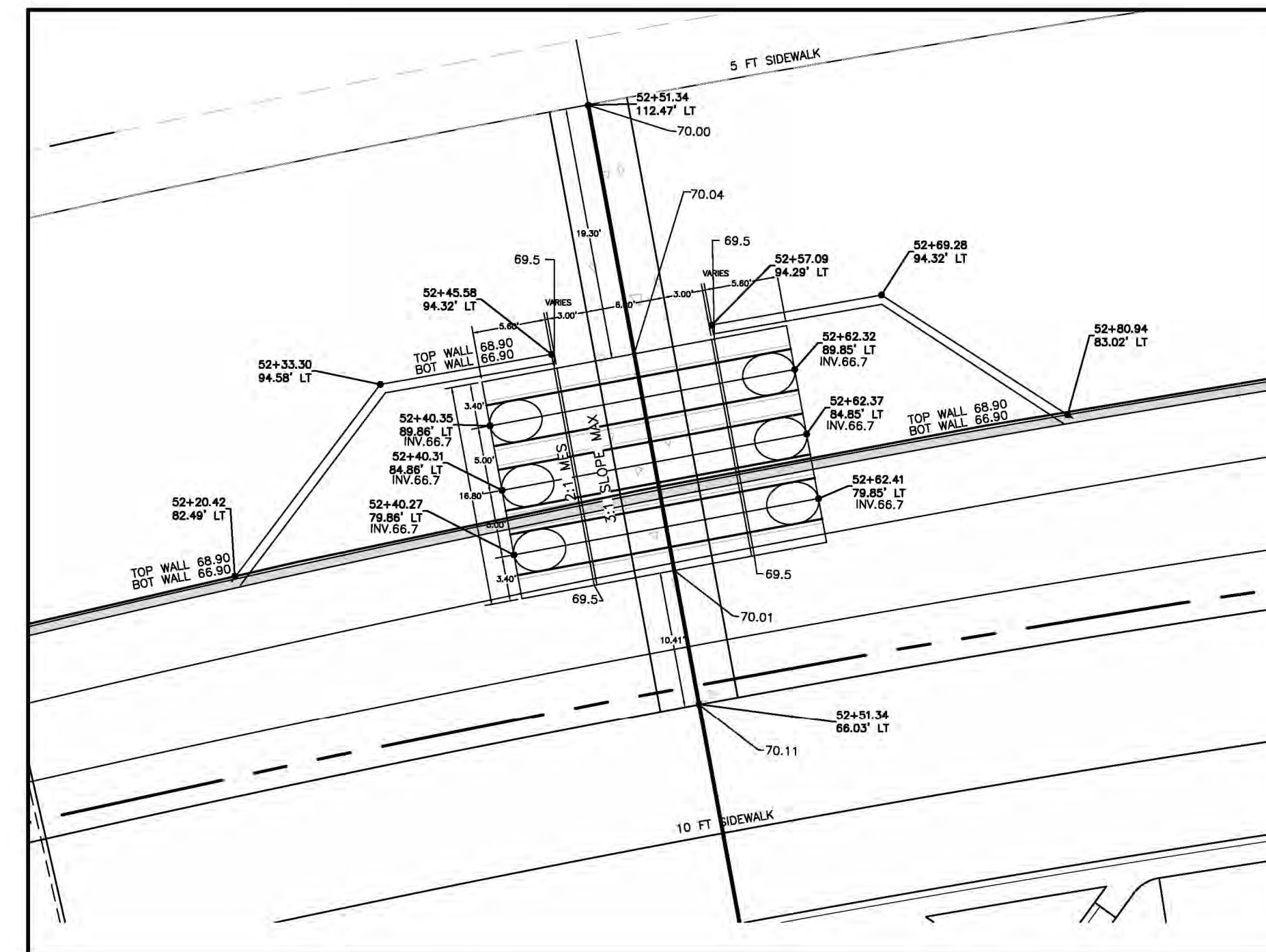
8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
HWA
 HANSON, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

SHEET NO	—
of	—
JOB NO	—

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STA. 48+78



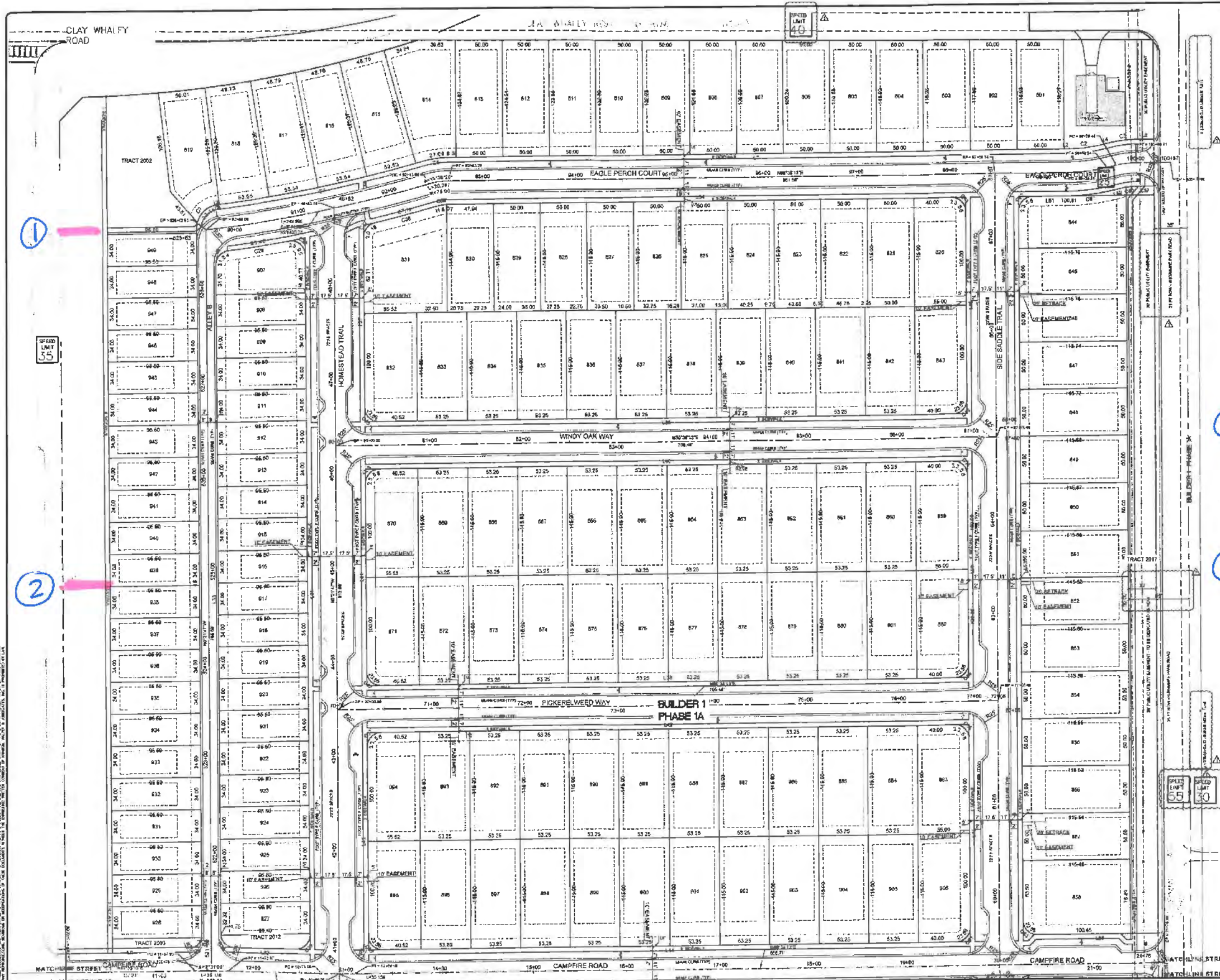
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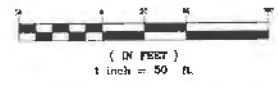
8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3285/SUR. CERT. OF AUTHOR. No. 3270
HWA
 HANSON, WALTER & ASSOCIATES, INC.

SHEET No
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 JOB No

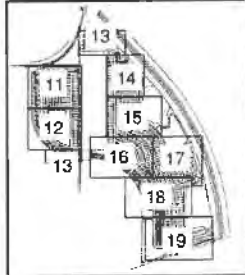
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GRAPHIC SCALE



**BUILDER 1
PHASE 1A**



KEY MAP
NOT TO SCALE

① CROSSING ALIGNED W/
S/W WITHIN TRACT 2002

② CROSSING CENTERED
ON SHARED LOT LINE
(LOTS 939 & 938)

09.23.2021

SDP 21-0043 - PS 21-00003 - ZM2 05-00017 - CP 19-00003

DESIGN	SB	FR NO	19-10
DRAWN	HWA	PAGE	13 of 15
CHECKED	SB	SCALE	AS SHOWN
DAC (see stamp)	DATE	8/9/2021	

DATE	BY	REVISIONS
05-14-21		COUNTY COMMENTS
05-14-21		CITY ST. CLOUD COMMENTS
06-17-21		COUNTY COMMENTS
07-27-21		COUNTY COMMENTS

8 BROADWAY, SUITE 104 ROSSINNAE, FLORIDA 34741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAX: (813) 841-1248 SURVEY FAX: (813) 841-2419
 ENG. CERT. OF AUTHOR: No. 32859 SURV. CERT. OF AUTHOR: No. 3279

HWA
 ENGINEERING, SURVEYING AND PLANNING

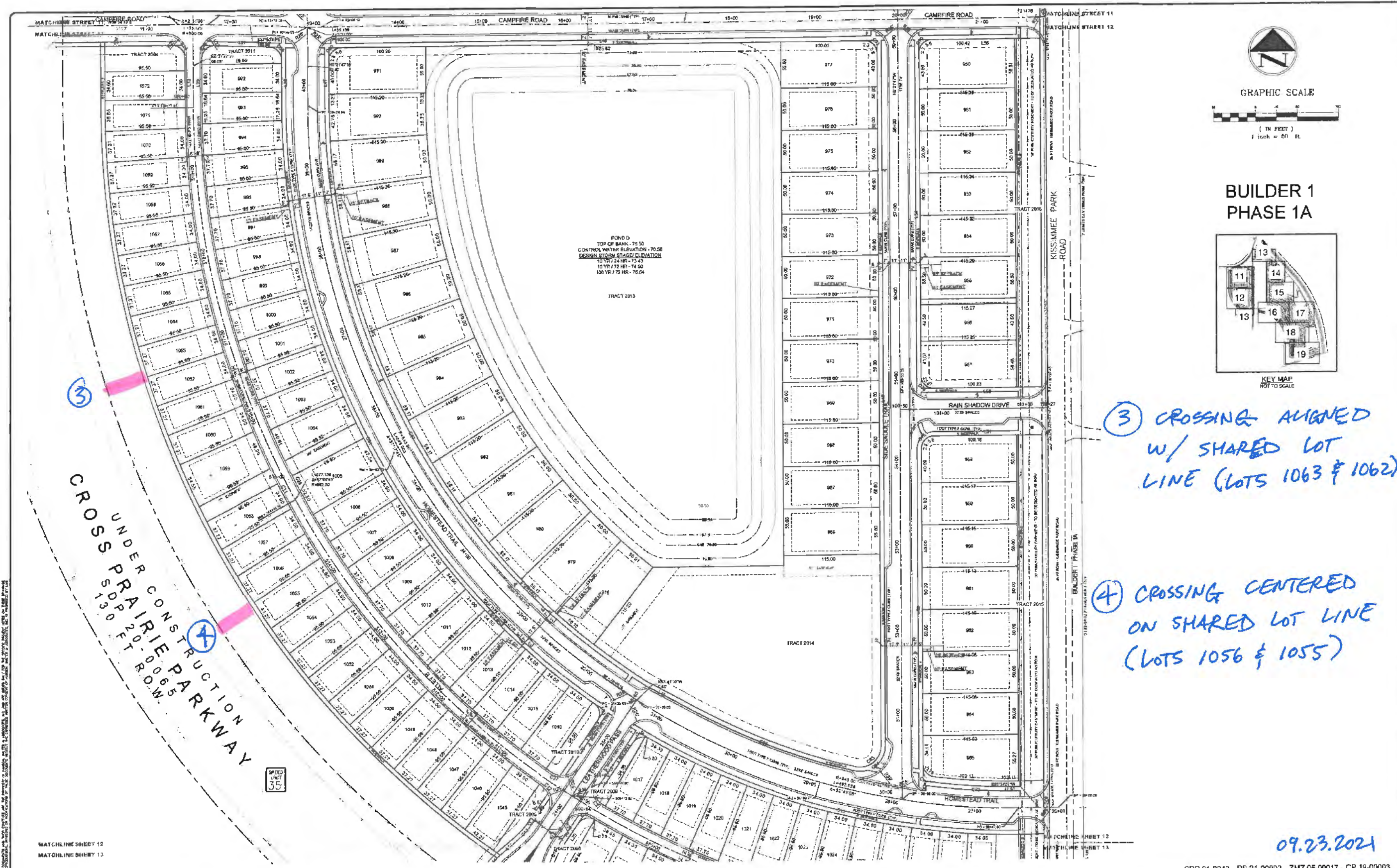
Hanson, Walter & Associates, Inc.

ED4 CONSTRUCTION PLANS

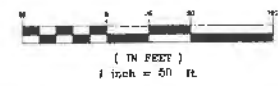
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Digitally signed by Sandra D. Bowling
 Date: 2021.08.09 16:55:56 -0400

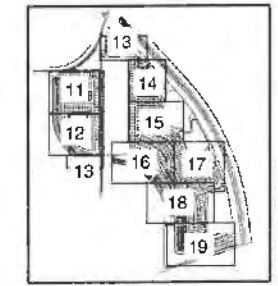
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JOB NO. 4268-12



GRAPHIC SCALE



**BUILDER 1
PHASE 1A**



KEY MAP
NOT TO SCALE

③ CROSSING ALIGNED
W/ SHARED LOT
LINE (LOTS 1063 & 1062)

④ CROSSING CENTERED
ON SHARED LOT LINE
(LOTS 1056 & 1055)

③
CROSS UNDER CONSTRUCTION
1300 PRAIRIE PARKWAY
④

POUND
TOP OF BANK - 75.50
CONTROL WATER ELEVATION - 70.50
DESIGN STORM STAGE ELEVATION
30 YR / 24 HR - 74.43
10 YR / 72 HR - 74.50
100 YR / 72 HR - 76.04

TRACT 2013

TRACT 2014

TRACT 2015

TRACT 2016

09.23.2021
SDP 21-0043 - PS 21-00003 - ZM2 05-00017 - CP 19-00003

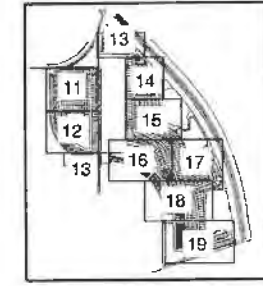
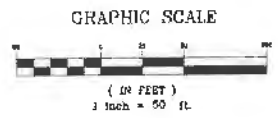
MATCHLINE SHEET 12
MATCHLINE SHEET 13

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CHECKED	SB	SCALE	AS SHOWN	DATE	06-17-21	COUNTY COMMENTS	
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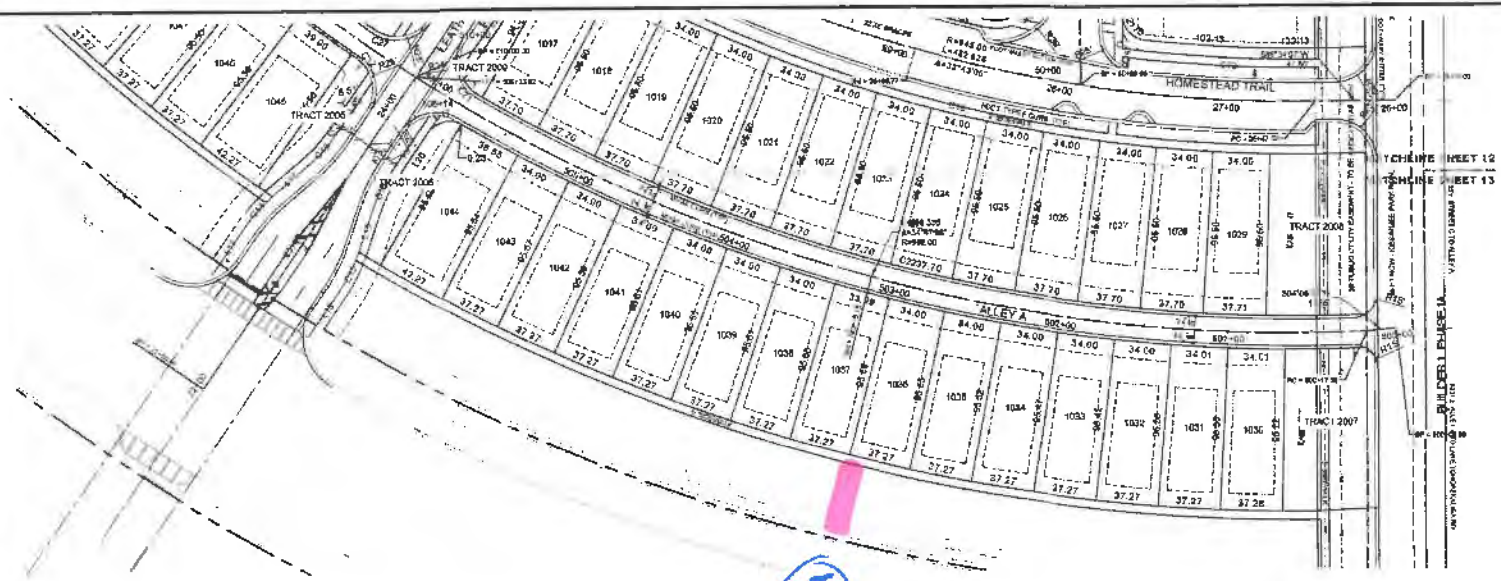
8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-3708
PHONE: (407) 847-0433
ENGINEERING FAX: (352) 442-1146 SURVEY FAX: (407) 847-3488
ENG. CERT. OF AUTHOR. NO. 32655 SUR. CERT. OF AUTHOR. NO. 3270
HWA
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

ED4 CONSTRUCTION PLANS
SITE PLAN (2)
SHEET NO.
12 of 132
JOB NO. 4288-12



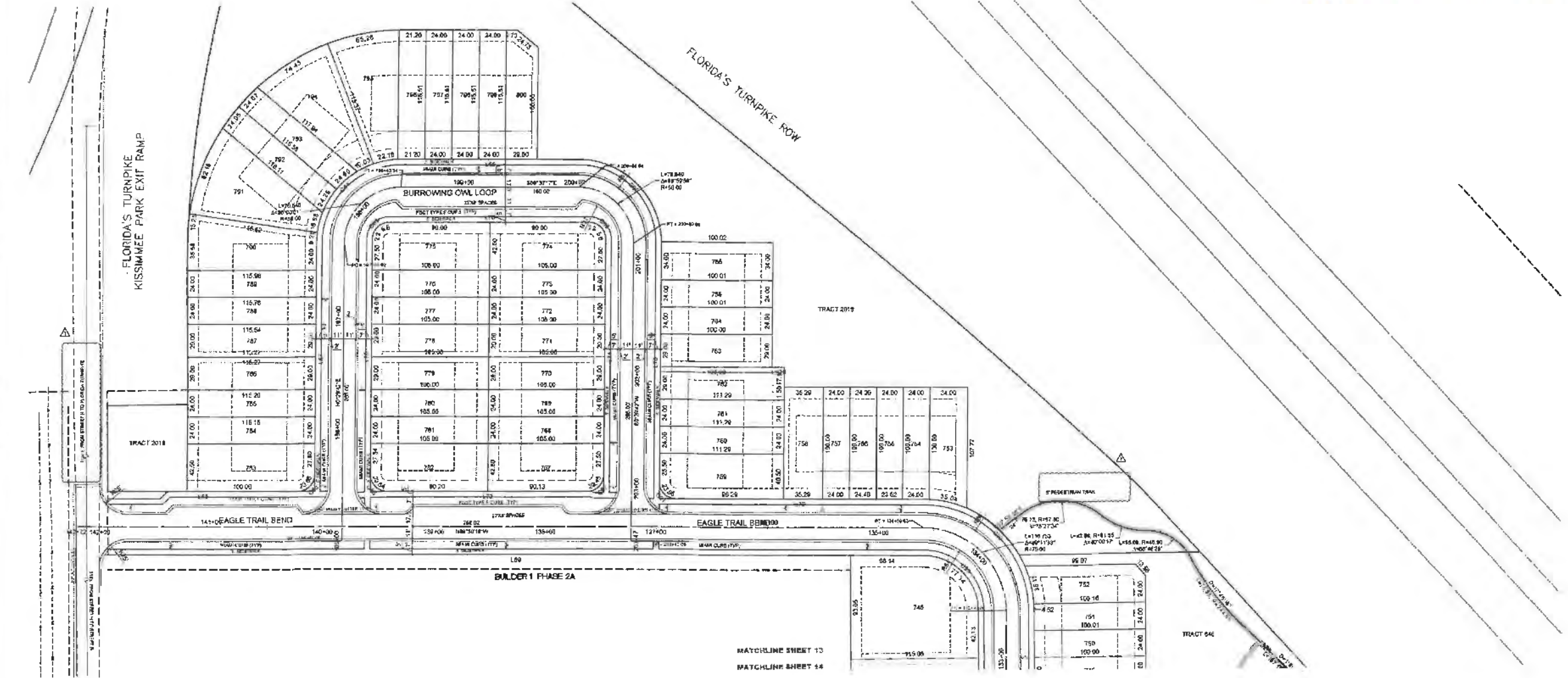


KEY MAP
NOT TO SCALE



BUILDER 1
PHASE 1A

5 CROSSING CENTERED ON
SHARED LOT LINE
(LOTS 1037 & 1036)



BUILDER 1
PHASE 2A

09.23.2021

SDP 21-0043 - PS 21-00003 - ZMZ 06-00017 - CP 19-00003

DESIGN	SB	F.B. NO.	19-10	DATE	05-14-21	COUNTY COMMENTS	
DRAWN	HWA	PAGE	13 & 15	DATE	05-14-21	CITY ST. CLOUD COMMENTS	
CHECKED	SB	SCALE	AS SHOWN	DATE	05-17-21	COUNTY COMMENTS	
DATE	8/6/2021	DATE		DATE	07-27-21	COUNTY COMMENTS	



8 BROADWAY, SUITE 504, KISSIMMEE, FLORIDA 34761-6708
 PHONE: (888) 847-9423
 ENGINEERING FIRM LICENSE NO. 1401-0001 SURVEYING FIRM LICENSE NO. 1401-0001
 ENG. CERT. OF AUTHORITY NO. 38629 SUP. CERT. OF AUTHORITY NO. 3279
HWA
 ENGINEERING, SURVEYING AND PLANNING
 Hanson, Walter & Associates, Inc.

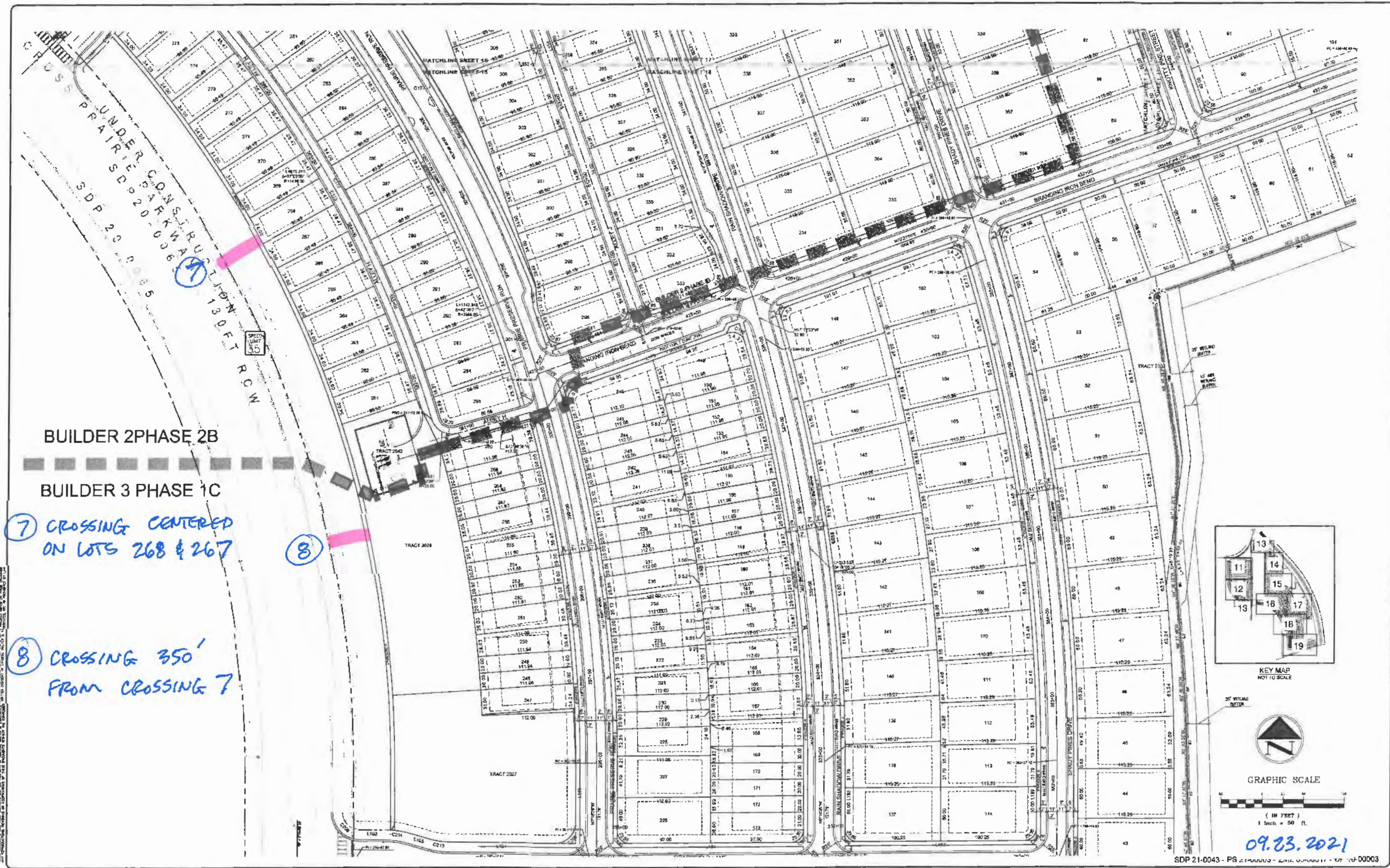
ED4 CONSTRUCTION PLANS

SITE PLAN (3)



SHEET NO
13 of 132
JOB NO 4288-12

P:\2021-2022\ED4\CONSTRUCTION PLANS\ED4-12_MASTER SITE.dwg - Aug 05, 2021 10:01:00 AM - plottink by #10404

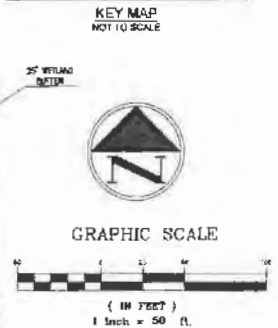
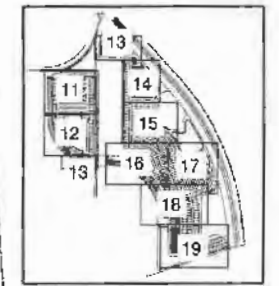


BUILDER 2 PHASE 2B

BUILDER 3 PHASE 1C

⑦ CROSSING CENTERED ON LOTS 268 & 267

⑧ CROSSING 350' FROM CROSSING 7



09.23.2021

DESIGN	SB	P.D. NO.	19-10	DATE	05-14-21	COUNTY COMMENTS	
DRAWN	HWA	RADE	13 & 15	DATE	05-14-21	CITY ST. CLOUD COMMENTS	
CHECKED	SB	SCALE	AS SHOWN	DATE	06-17-21	COUNTY COMMENTS	
CAD (see stamp)		DATE	8/8/2021	DATE	07-27-21	COUNTY COMMENTS	

DATE	BY	REVISIONS

6 EROCHWAY, SUITE 104, KISSIMEE, FLORIDA 34741-6706
 PHONE: (882) 847-8425
 ENGINEERING FAX: (321) 443-1043 SURVEY FAX: (887) 847-2486
 ENG. CERT. OF AUTHOR No. 22504/IN CERT. OF AUTHOR No. 22310
HWA
 HANSON, WALTER & ASSOCIATES, INC.
 ENGINEERING, SURVEYING AND PLANNING

ED4 CONSTRUCTION PLANS

SITE PLAN (8)

SDP 21-0043 - PS 01/00/03 - ENG. APPROVED - 07-19-00003

Digitally signed by Sandra D Bowling
 Date: 2021.08.29 16:48:39 -0400

SHEET NO.
 18 of 132
 JOB NO. 4288-12

C:\2021\Engineering\SDP\18\AS\4288-12_MASTER SITE.Plot - Aug 05, 2021 - 8:02am - plotted by spawson

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

10



Florida Wall Concepts, Inc.

1726 W Broadway St. Oviedo FL 32765
Office 407.971.8418 Fax 407.971.2749

Proposal #: 22-113 Crossprairie Parkway Rev. 7

Client:

Edgewater East Community
Development District 2300 Glades Road
Suite 410w Boca Raton, Fl 33431

Date: March 29, 2022

Contact:

Bobby Wanas
407-617-9011
bwanas@btipartners.com

Terms:

Progress Payments
Per Contract

Project Address:

2988 Kissimmee Park Rd. Saint Cloud, Fl
34772

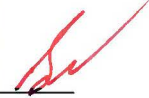
Engineering / Permitting	\$ 5,196.38
(3) 100 Amp electric service's. Includes up to 50' of conduit, wire and backfill for each. 1 service for the main entry sign and 2 services for the irrigation / landscaping. 6 ground lights for the main sign and 10 ground mount solar lights 2 per identification column.	\$ 16,500.00
(1) Corner monument sign with CIP base, sand blast finish and paint. Includes aluminum slats and 1/4" aluminum lettering on two sides. We will install flat aluminum on top of the slats to close in the structure. 60' of 4 rail wooden fence per plan.	\$ 39,750.00
(5) Identification monuments with CIP base, sand blast finish and paint. Includes aluminum slats and 8 logos total. We will install flat aluminum on the top of each column to close in the structure.	\$ 29,930.00
11 wooden benches, 11 waste trash receptacles, 3 bike racks, 1 bike repair station and 3 pet waste stations all per plan. Concrete pads are below for the benches, bike rack, bike repair station and trash cans. all items will be mounted to the surface. Allow up to 8 weeks for delivery of hardscape items.	\$ 25,675.00

TOTAL: \$ 117,051.38

Proposal is good for 30 days. Pricing may change based on site conditions, field measurements, or any other reasonable changes, etc. This proposal is subject to a mutually agreed upon contract, scope of work, construction schedule and payment schedule.

FWC Initial

Page 2 of 4


Contractor Initial

THIS PROPOSAL SPECIFICALLY INCLUDES:

Production of precast products

One mobilization for footing crew. Additional mobilizations will be charged at \$2,500.00 each

One mobilization for installation crew. To be performed using a 10 ton forklift. Additional mobilizations will be charged \$2,500.00 each

One mobilization for stain crew. Additional mobilizations will be charged at \$350.00 each

Footings set in water (3' below grade) causing use of a sleeve and pump will be charged at \$500.00/per footing

Footings set in sandy soil (where collapse of footer is extensive) causing use of a sleeve will be charged at \$400.00/per footing

Footings requiring hand digging due to Utilities or other unforeseen conditions will be charged at \$250.00/per footing

Footings that encounter limestone or coquina stone will incur an additional fee to excavate and remove.

Proposal is based on estimated quantities. Final billing will be based on verified field measurements.

Permit fees and engineering are provided for FWC's scope of work only.

Payment of manufactured materials as they are produced. Whether the permit has been issued or not.

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Landscaping, Irrigation and Restoration are excluded from this bid.

Removal of footing spoils (excavated dirt)

Fees, bonds, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser

Removal of existing fence or obstacles impeding the work area

Maintenance of Traffic, temporary fencing, or re-routing of pedestrian traffic.

Erosion Control

This proposal excludes any removal, repair, and replacement of irrigation, landscaping, roadway restoration, curb, or sidewalk
FWC is not responsible for clearing, layout, grading, or compaction of existing wall construction area.

Any dewatering for footing installation. If required, pricing can be provided.

Density and soil testing is the responsibility of the customer unless otherwise specified in this proposal.

Any other service or material that is not expressly included above.

This proposal is based on existing conditions acceptable to FWC's construction activities.

DELIVERY/ERECTION:

1. Delivery dates will be determined at time of award.

2. FWC will comply with OSHA Safety Standards for Fall Protection.

3. This proposal is based on a single mobilization(s) for forklift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

4. General contractor/owner will provide adequate stabilized, level access to the perimeter and interior of structure for FWC truck and forklift/crane to operate under their own power. Sufficient job site storage will be provided for FWC.

5. FWC will be allowed extensions of any scheduling requirements for weather related delays that in FWC's sole judgment result in an impact to production, delivery and/or erection.

6. General Contractor /owner will be responsible for protecting the surrounding areas that will be accessed by FWC in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, that are caused by FWC in the performance of the work hereunder will not be the responsibility of FWC.

7. All overhead obstructions, including power lines, must be removed by others.

8. General Contractor/ owner is to provide layout, locations, and elevations, for all FWC scope of work.

9. FWC requires stabilized access to construction area prior to mobilizing to job site.

DESIGN:

1. FWC reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement. Paint colors selected may affect the look / appearance of the wall panel finish.

3. Cracking and minor chipping is an inherent aspect of precast construction. Such panels, prestressed or non-prestressed, may experience some cracking and chipping

4. When applicable or available FWC will be provided with all AutoCAD files pertaining to the precast and its connections.

WARRANTY:

1. Florida Wall Concepts, Inc. warrants the original purchase only, that the services and materials provided by Florida Wall Concepts, Inc. will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Florida Wall Concepts, Inc.'s sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty is non-transferable.
2. This warranty excludes any damages caused by anyone other than Florida Wall Concepts, Inc. and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided.
3. Rights under this warranty are conditioned upon receipt in the principal office of Florida Wall Concepts, Inc., as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 10 days from when the defect was discovered or should have been discovered through reasonable diligence.
4. Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 10 (ten) days from when the defect was discovered or should have been discovered through reasonable diligence.
5. In no event shall the Florida Wall Concepts, Inc. be liable for any incidental or consequential damages, including but not limited to liability for loss of profits, arising from the sale, use, repair or replacement of this product.

MISCELLANEOUS:

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of FWC, and any cost incurred by FWC resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.
2. If retainage is held, it will be due net 30 days from FWC's certification of completion.

This proposal was bid using the supplied drawings from:

Signature of Acceptance

Title

Print name

Date

Billing Contact & Email: _____



FLJ : LED FLOOD LIGHT MINI

DESCRIPTION

- Cost-effective solid state solution for flood light applications
- Instant-on with no warmup
- Compact and stylish design with yoke or knuckle mount

LISTINGS

- UL Listed for wet locations
- IP65 Rated
- DesignLights Consortium® Qualified - meets DLC requirements for efficacy and lumen maintenance

LED CHARACTERISTICS

- Rated lifetime L70: 50,000 hours
- 3000K, 5000K CCT
- CRI: 80+

ELECTRICAL

- Input voltage: 120-277V
- Power Factor: >.90
- THD: <20%

CONSTRUCTION

- Aluminum heat sink with durable outdoor powder coating
- Impact-resistant polycarbonate lens
- Knuckle mount fixtures feature ½" NPS thread
- -40°F to 122°F (-40°C to 50°C) operating temperature

WARRANTY

- 5 year limited warranty; see eiko.com for warranty details

project name	type
catalog number	
comments	voltage
approved by	date



12W - yoke



12W - knuckle



30W - yoke



30W - knuckle



50W - yoke



50W - knuckle

APPLICATIONS

- Building Facades
- Safety / Security
- Signs
- Entryways



ORDERING INFORMATION

EXAMPLE: FLJ-3C-30K-K-U

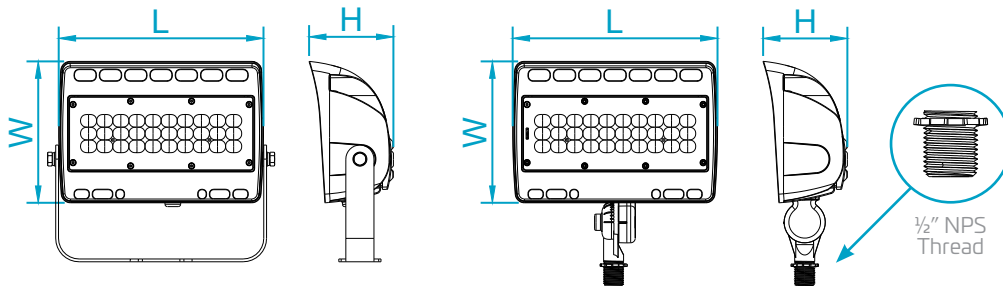
Model	Package	CCT	Mount	Voltage
FLJ : LED Flood Light Mini	1C - 12W; 1,270/1,423 lm 3C - 30W; 3,135/3,538 lm 5C - 50W; 5,411/6,103 lm	30K - 3000K 50K - 5000K	Y - Yoke K - Knuckle	U - 100-277V

PERFORMANCE SUMMARY

Order Code	Item #	Watts	Lumens	NEMA Type	CCT	CRI	Volts	Mount	DLC
09618	FLJ-1C-30K-Y-U	12W	1,270	7x6	3000K	80+	100-277V	Yoke	✓
09619	FLJ-1C-30K-K-U	12W	1,270	7x6	3000K	80+	100-277V	Knuckle ½" NPS	✓
09611	FLJ-1C-50K-Y-U	12W	1,423	7x6	5000K	80+	100-277V	Yoke	✓
09612	FLJ-1C-50K-K-U	12W	1,423	7x6	5000K	80+	100-277V	Knuckle ½" NPS	✓
09613	FLJ-3C-30K-Y-U	30W	3,135	7x7	3000K	80+	100-277V	Yoke	✓
09614	FLJ-3C-30K-K-U	30W	3,135	7x7	3000K	80+	100-277V	Knuckle ½" NPS	✓
09615	FLJ-3C-50K-Y-U	30W	3,538	7x7	5000K	80+	100-277V	Yoke	✓
09623	FLJ-3C-50K-K-U	30W	3,538	7x7	5000K	80+	100-277V	Knuckle ½" NPS	✓
09620	FLJ-5C-30K-Y-U	50W	5,411	7x7	3000K	80+	100-277V	Yoke	✓
09621	FLJ-5C-30K-K-U	50W	5,411	7x7	3000K	80+	100-277V	Knuckle ½" NPS	✓
09616	FLJ-5C-50K-Y-U	50W	6,103	7x7	5000K	80+	100-277V	Yoke	✓
09617	FLJ-5C-50K-K-U	50W	6,103	7x7	5000K	80+	100-277V	Knuckle ½" NPS	✓

✓DesignLights Consortium® Qualified

DIMENSIONS

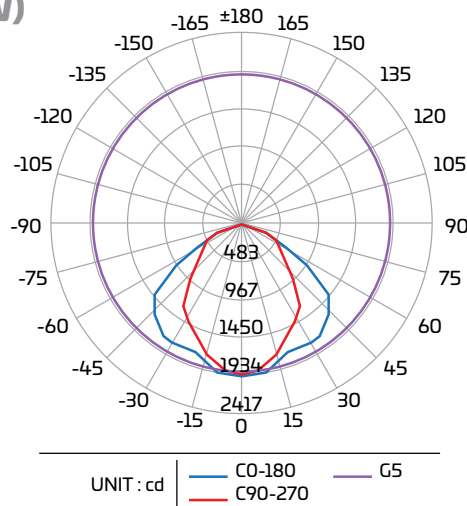


Model	Dimensions L*W*H
1C-12W	120 x 83 x 66mm 4.75 x 3.25 x 2.625"
3C-30W	175 x 121 x 78mm 6.875 x 4.75 x 3.125"
5C-50W	219 x 151 x 90mm 8.625 x 6 x 3.5"

AVAILABLE ACCESSORIES

Order Code	Item #	Description
09966	PC1-4036-U	Photocell, Flush Mount, 120-277V
09967	PC1-4136-U	Photocell, Stem Mount, Side Lens, 120-277V
09968	PC1-4236-U	Photocell, Stem Swivel Mount, Side Lens, 120-277V
09969	PC1-4736-U	Photocell, Stem Swivel Mount, Top Lens, 120-277V

PHOTOMETRICS (50W)



Rev. 9/19/18

Home / Landscape Lighting / Contemporary / Gama Sonic / Style # T9709



Progressive Solar Powered LED Spotlight or Floodlight

7 Reviews

\$99.00

Open Box Available

FREE SHIPPING* | [Low Price Guarantee](#)

SHIPS TODAY if ordered in the next 7 Hr. 41 Min.

1

ADD TO CART

SAVE



DESIGN CHAT

VIEW IN YOUR ROOM

Product Details

The brightest and most versatile solar spotlight to date with bright and energy efficient LEDs.

Additional Info:

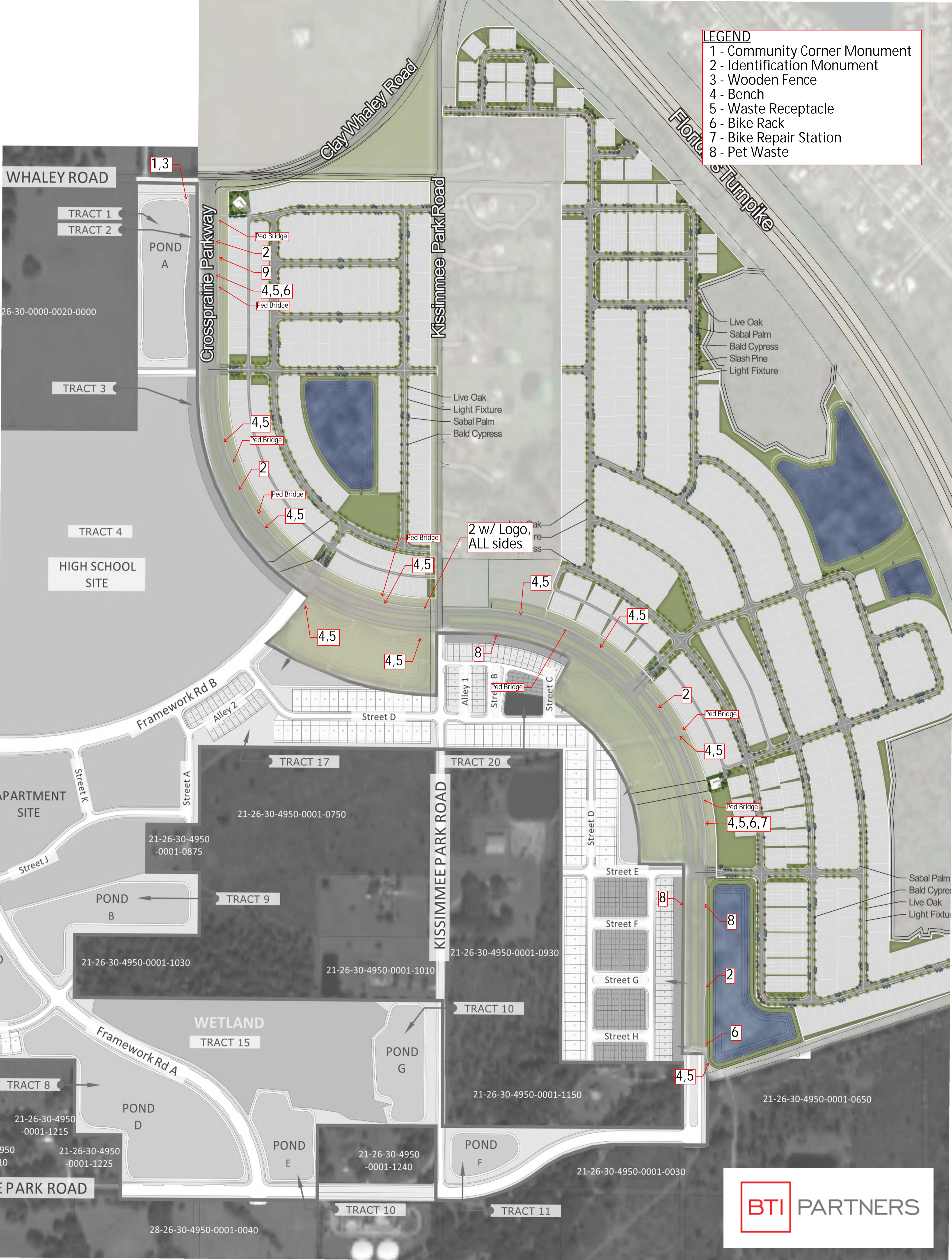
A super-bright solar-powered spotlight that is perfect for lighting up trees, shrubs, signs, flag pole or your home. No wiring needed, and it stays bright up to 10 hours per night on a single day's solar charge using detached solar panel. Durable and weather-resistant, made of black, heavy-duty cast aluminum. Comes with 1 base for flat installation, instruction manual and installation hardware.



[Shop all Gama Sonic](#)

- 8 1/2" high x 4 1/2" wide.
- Built-in LED has a light output comparable to a 15 watt incandescent bulb. 100 lumens. 3000K.
- Solar powered landscape light. Easy to install. No wiring required.
- Includes a solar panel and an Li-ion battery pack. Provides light for up to 6 hours a single day's solar charge.
- Super bright white LED surrounded by reflective housing. Adjustable lens for narrow or wide beam.
- Auto dusk-dawn operation. Manual on/off button.
- Black finish. Cast aluminum construction.

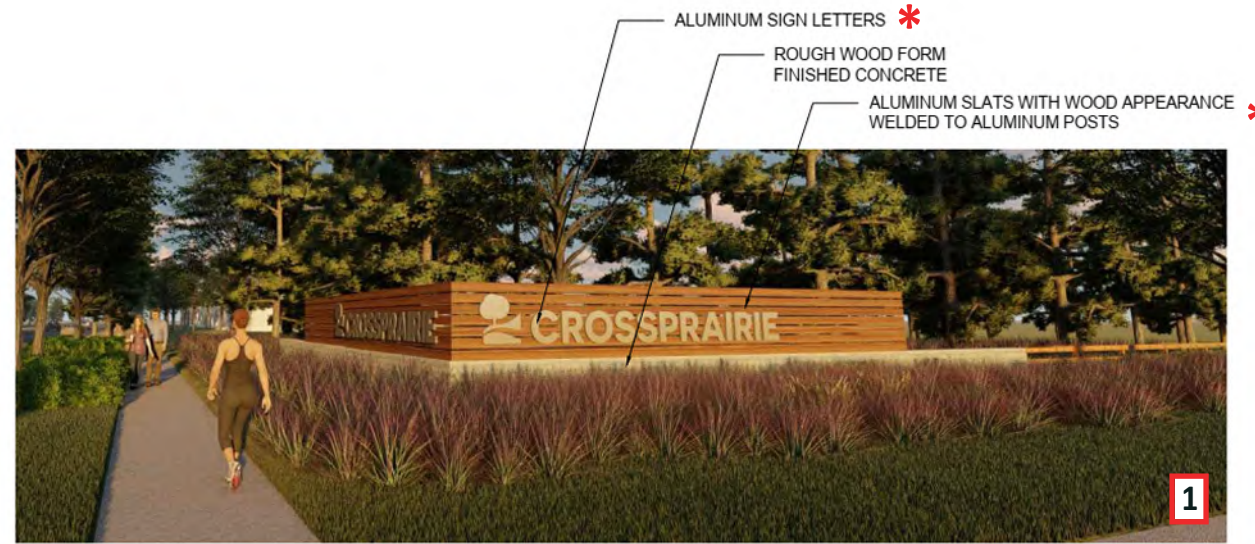
- LEGEND**
- 1 - Community Corner Monument
 - 2 - Identification Monument
 - 3 - Wooden Fence
 - 4 - Bench
 - 5 - Waste Receptacle
 - 6 - Bike Rack
 - 7 - Bike Repair Station
 - 8 - Pet Waste





Community Corner Monument

SW corner of Cross Prairie Parkway and Clay Whaley Rd Intersection

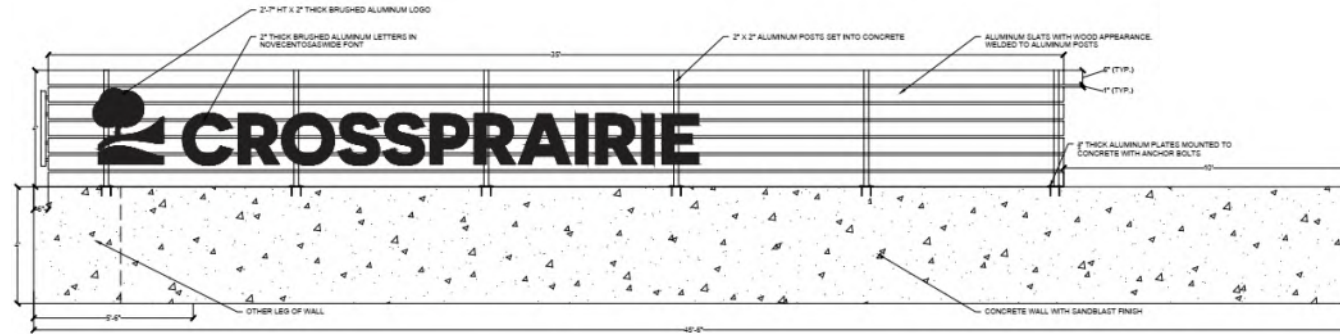


* Sample to be provided prior to install

Community Corner Monument Perspective with material callouts



Identification Monument, Small Scale



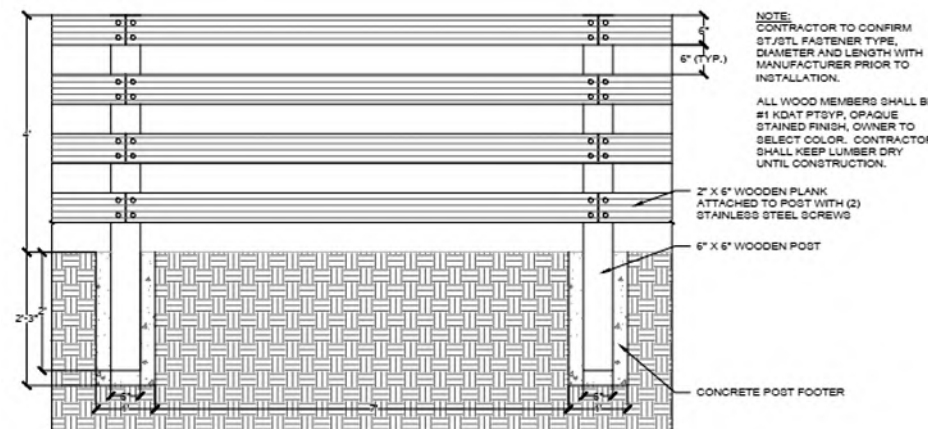
Community Corner Monument Elevation

1



* Sample to be provided prior to install

Identification Monument, Elevation



Wooden Fence

Kiln Dried After Treatment, Pressure-Treated Southern Pine
Owner to select color

3

Notes:

Project:
**Crossprairie
 (aka Edgewater)**

Jurisdiction:
Osceola County, FL

Map Title:
**Community Signage
 & Fencing**

Map Identification:
Exhibit 1



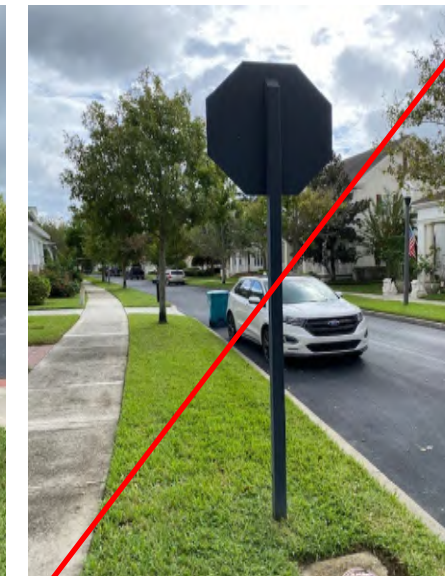
Bench
"Grey" powdercoat,
wooden slats,
6' length



Waste Receptacle
"Grey" powdercoat,
wooden slats



Bike Rack
"Grey" powdercoat



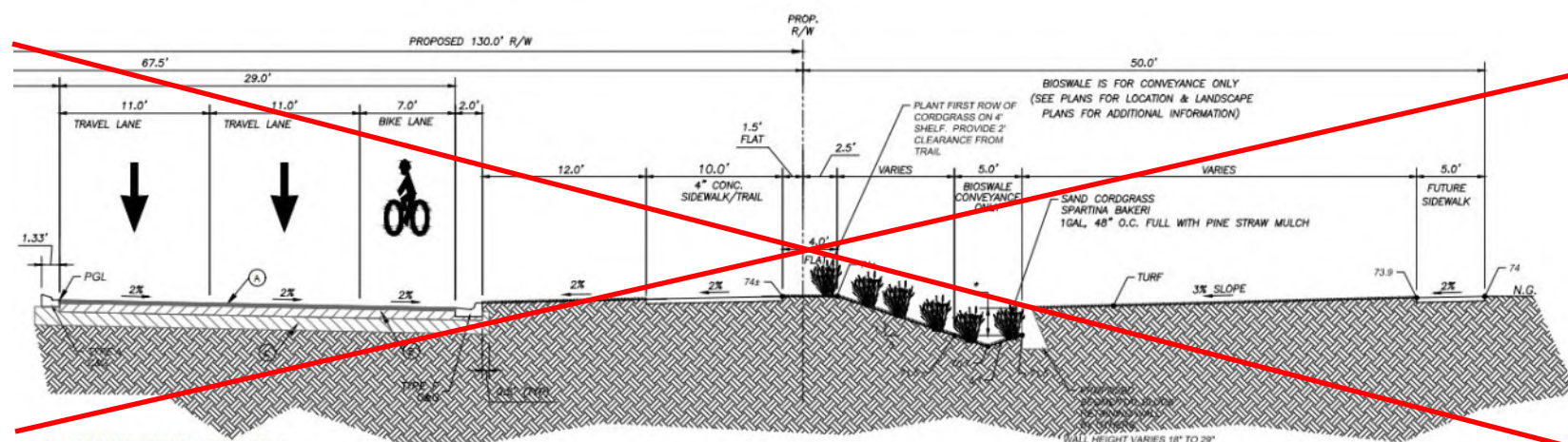
Decorative Traffic Signage
"Black" powder coated, 3" square post



Bike Repair Station
"Black" powdercoat,
with stainless pump & gauge



Pet Waste
"Black" color



Bioswale 9



Decorative Lighting Fixtures
"Graphite" color, square post with arm extension

Project:
**Crossprairie
(aka Edgewater)**

Jurisdiction:
Osceola County, FL

Map Title:
Community Fixtures

Map Identification:
Exhibit 2



VICTOR STANLEY
Create a timeless moment.[™]
Product may be patented. Visit VICTORSTANLEY.COM for details.

A BENCH

SCALE: N.T.S.



B WASTE RECEPTACLE

SCALE: N.T.S.



C BIKE RACK

SCALE: N.T.S.



D-E BIKE REPAIR STATION

SCALE: N.T.S.



F PET WASTE STATION

SCALE: N.T.S.

FINISH SCHEDULE

Tag	Material	Color	Model / Finish	Source	Details
A	Bench without Back (surface mount) QTY:13	Metal: RAL 7016 (Anthracite Grey) Wood Slats: Ipe	EVA, 6' w/ wood slats		2/HD-2
			Powdercoat w/ Intermediate Arms	Victor Stanley www.victorstanley.com	A/HD-1
B	Waste Receptacle QTY:11	Metal: RAL 7016 (Anthracite Grey) Wood Slats: Jatoba	PRAX, PRX-B315		3/HD-2
			Powdercoat	MMCITE www.mmcite.com	B/HD-1
C	Bike Rack QTY:3	RAL 7016 (Anthracite Grey)	LotLimit		1-3/HD-4
			Powdercoat	MMCITE www.mmcite.com	C/HD-1
D	Bike Repair Station QTY:1	Black	Deluxe Public Work Stand		1,4/HD-4
			26347BLACK Powdercoat	Bike Fixation www.bikefixation.com	E/HD-1
E	Bike Pump QTY:1	Stainless	Outdoor Public Bike Pump w/ Gauge		6/HD-2
			Floor Mount w/ Long Hose	Bike Fixation www.bikefixation.com	F/HD-1
F	Pet Waste Station (in-ground mount) QTY:3	Black	Square Solid Can		4/HD-2
			Depot-006	Dog Waste Depot www.dogwastedepot.com	G/HD-1
G	ID Marker w/ LED Tapelight QTY:4	See Detail	Custom	Contractor to construct	4,5/HD-4
			Light: LLI-GZR-SS-T1.5W-52K-24V-72 Lens appearance: Uniform	Bob Watson 407.682.6255 x121	
H	Street Lighting	Graphite	Luminaire: Galleon		I/HD-1
			Aluminum, Arm Extension Post: Square, Aluminum, 30' OA. HT.	cooperlighting www.cooperlighting.com	
I	ID Marker w/ LED Tapelight Logo on all four sides QTY:1	See Detail	Custom	Contractor to construct	4,5/HD-4
			Light: LLI-GZR-SS-T1.5W-52K-24V-72 Lens appearance: Uniform	Bob Watson 407.682.6255 x121	

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND/OR OBTAIN SHOP DRAWING APPROVAL FOR ALL FINISH SCHEDULE ITEMS.

Model	Height	Width	Depth	Weight
14	15'0"	7'	10"	165lb
18	18'0"	7'	10"	165lb
24	24'0"	7'	10"	165lb
30	30'0"	7'	10"	165lb

H STREET LIGHT

SCALE: N.T.S.

DESIGN	SW	F.B. NO.	-
DRAWN	IM/IM	PAGE	-
CHECKED	SW	SCALE	AS NOTED
CAD#	-	DATE	01/18/21

SEC.	-
TWP.	-
RANGE	-

DATE	11/01/21	ISSUED FOR BID
BY		
REVISIONS		

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING
HWA
 Hanson, Walter & Associates, Inc.

COMMUNITY SOLUTIONS GROUP
EDGEWATER EAST

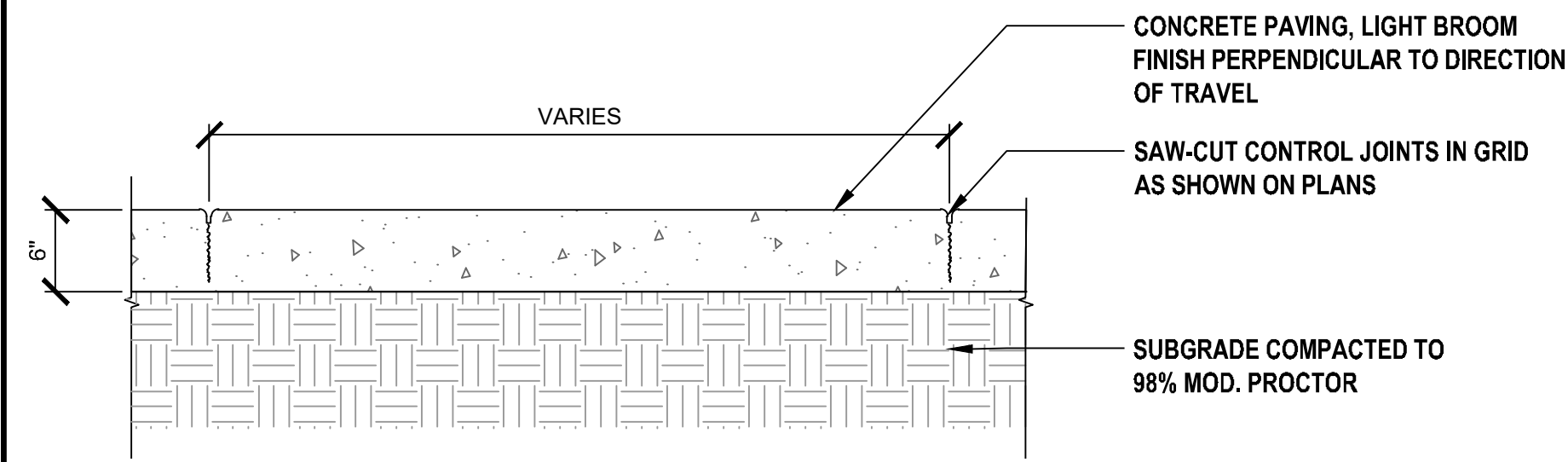
FINISH SCHEDULE

HD-1

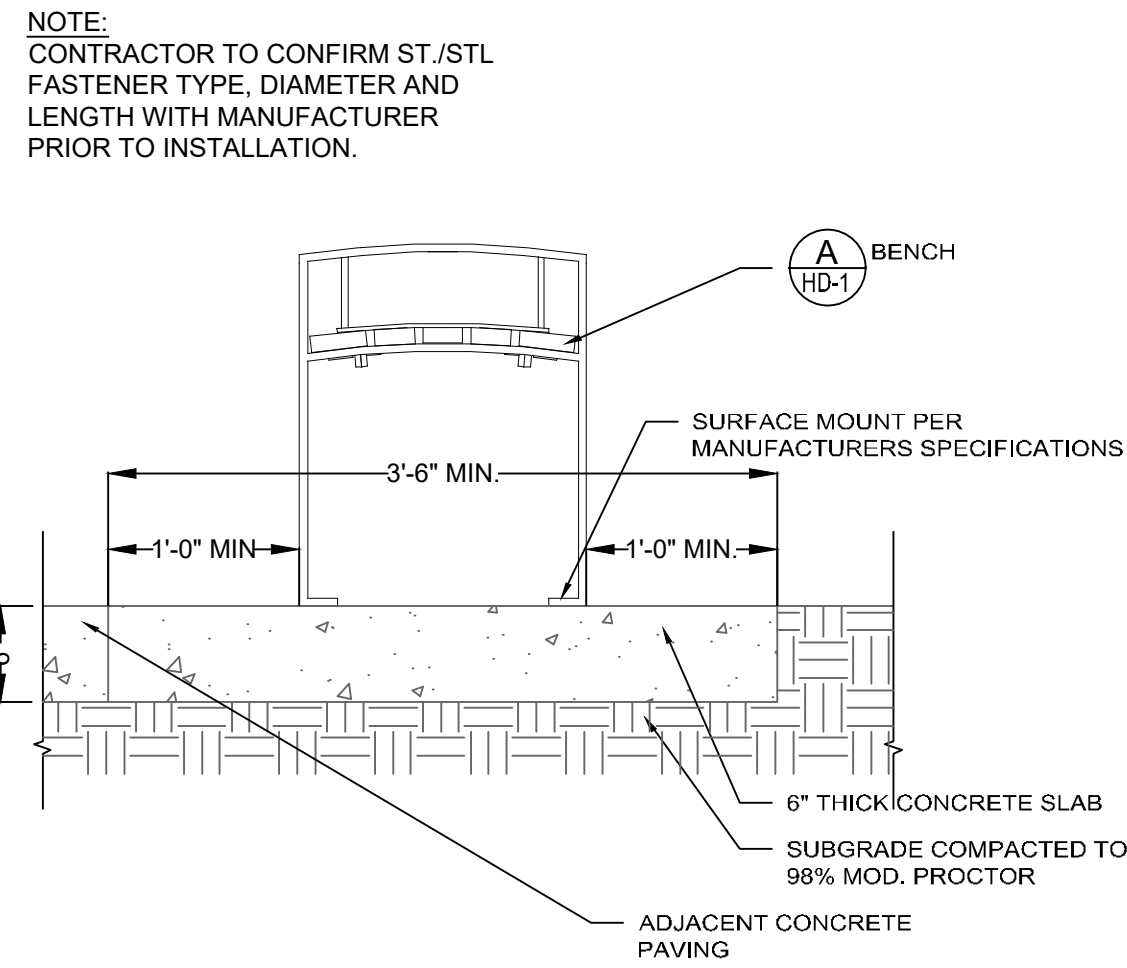
SHEET NO
 of 44
 JOB NO 4288-10

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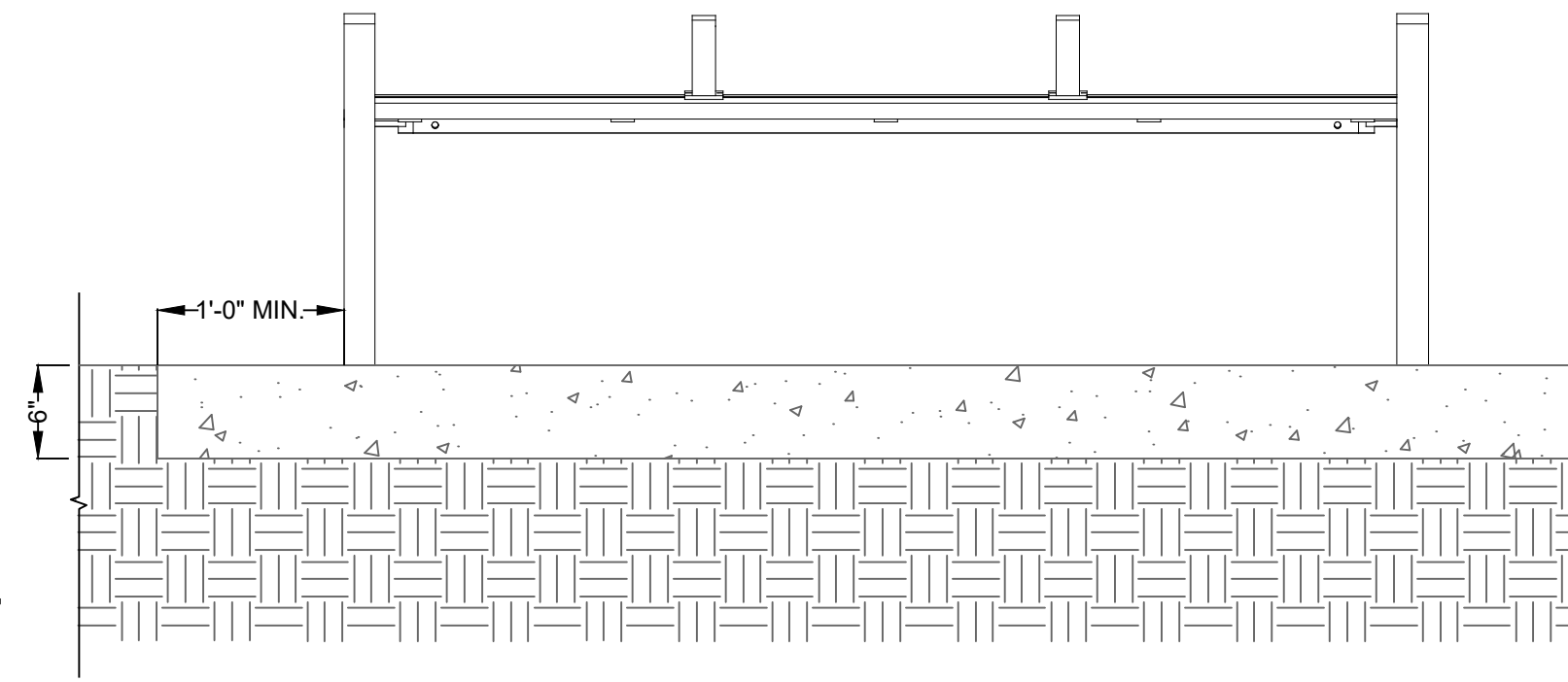
Z:\hwa\2019\191020.02 - Edgewater LA Services\CAD\Production Drawings\191020.02 - Edgewater - HS - Finish Schedule.dwg - Nov 05, 2021 - 11:11am - plotted by molgaid



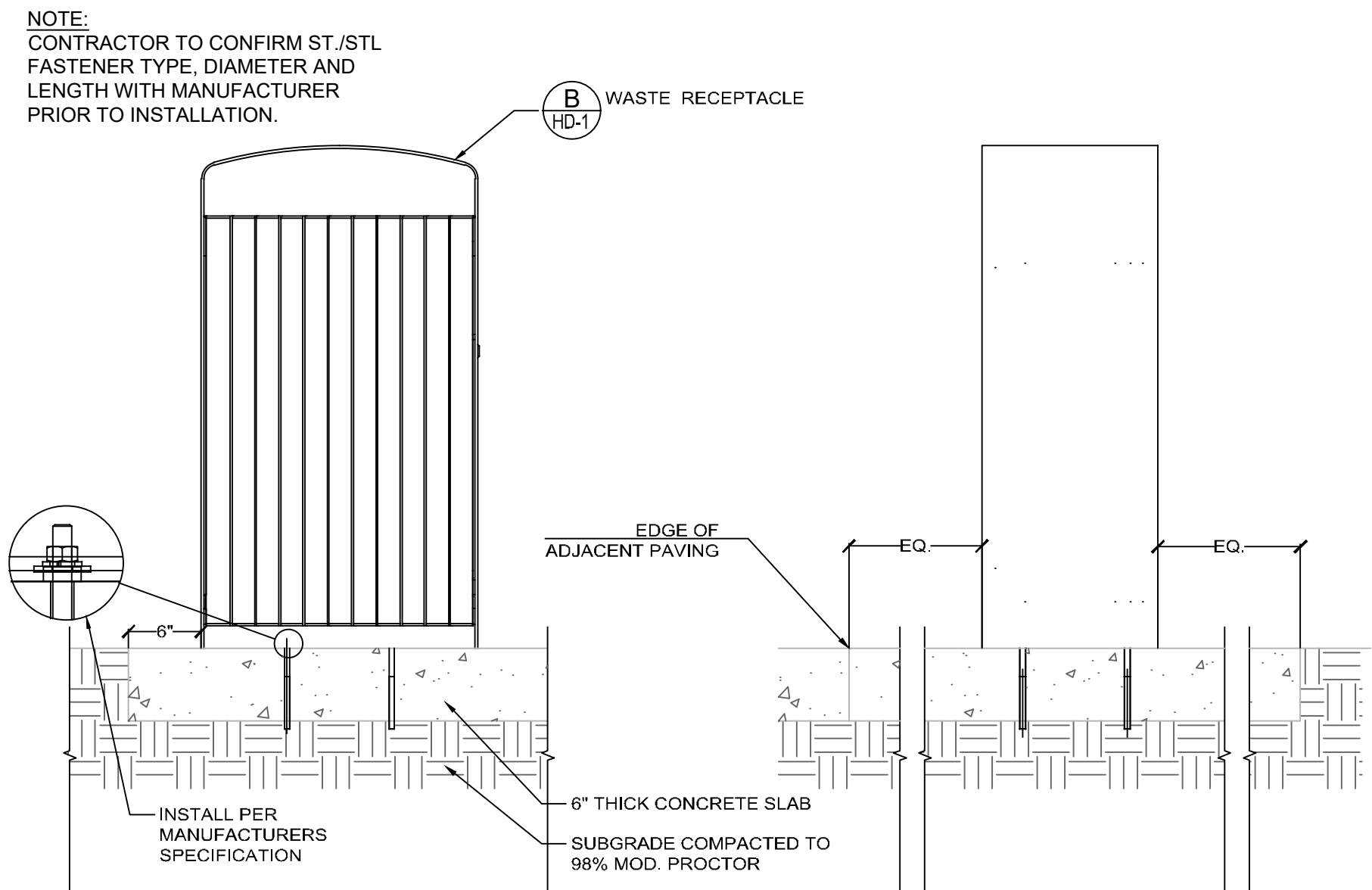
1 4" SIDEWALK DETAIL
SCALE: N.T.S.



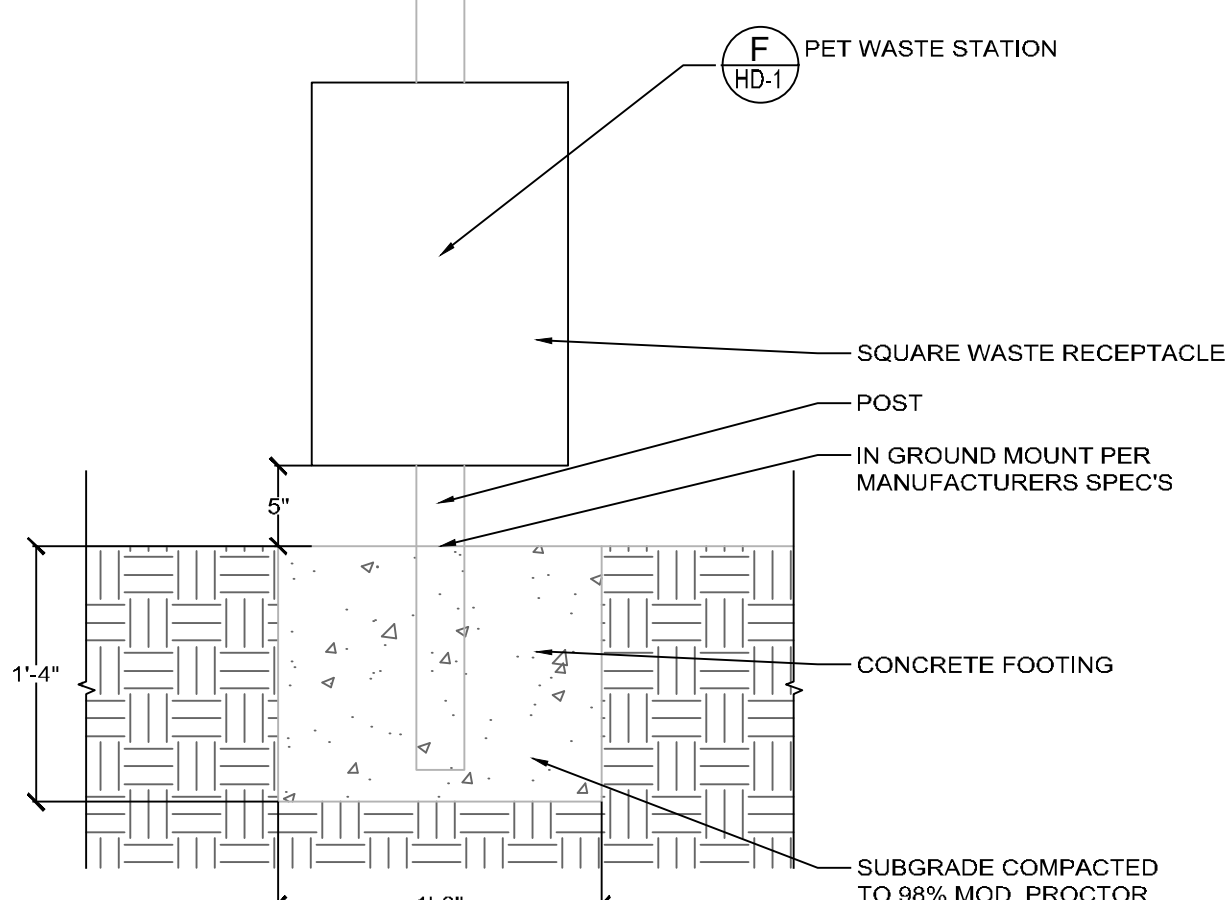
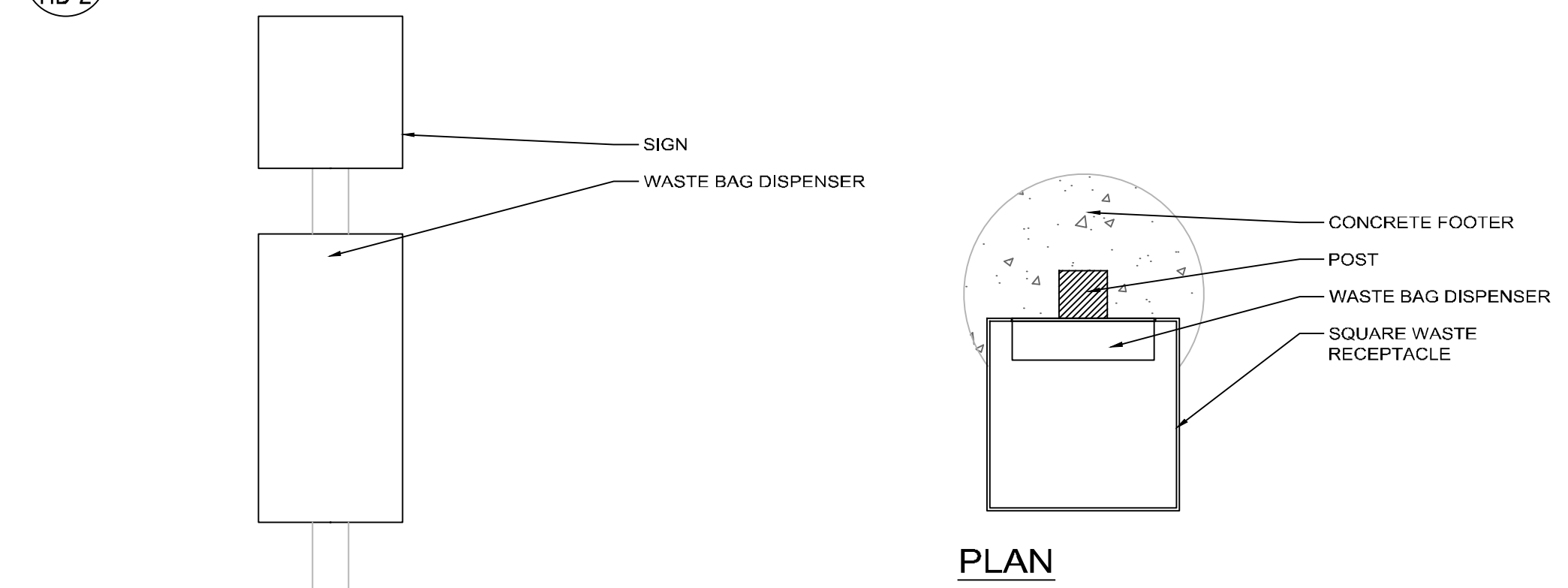
2 BENCH DETAIL
SCALE: N.T.S.



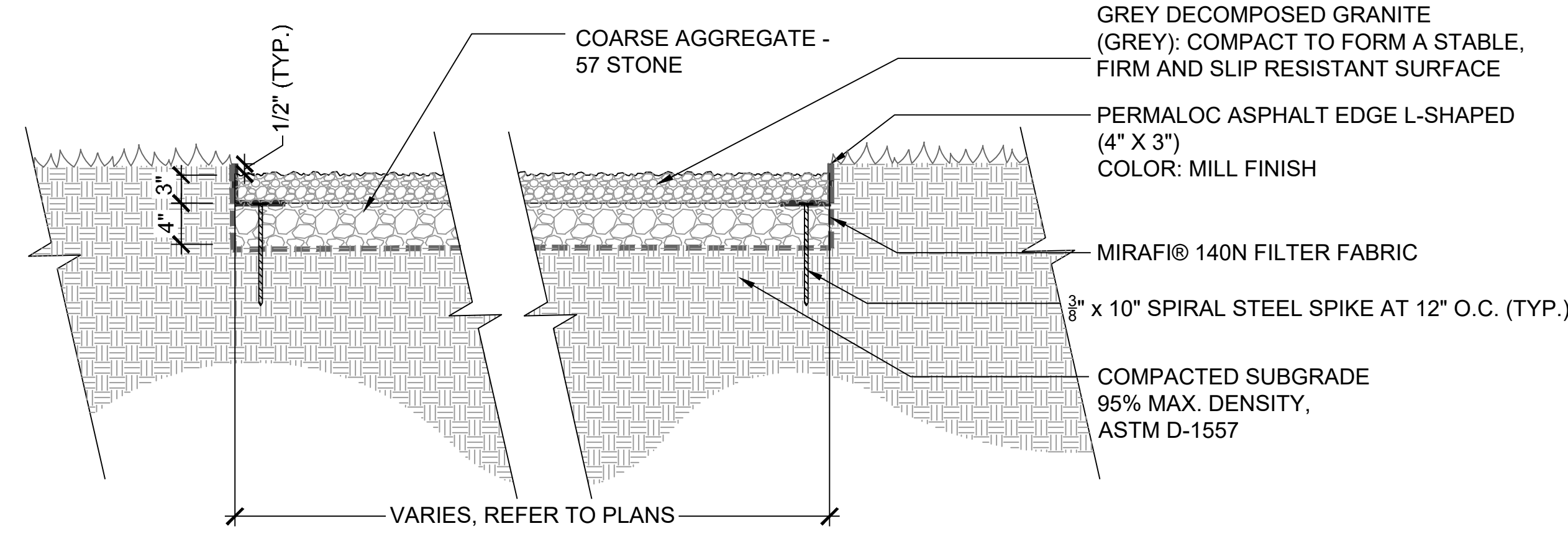
NOTE:
ALL CONCRETE SLABS SHALL HAVE A MINIMUM 1.5% CROSS SLOPE



3 WASTE RECEPTACLE DETAIL
SCALE: N.T.S.



4 PET WASTE STATION
SCALE: N.T.S.



5 GRAVEL WALK
SCALE: N.T.S.

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 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
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EDGEWATER EAST

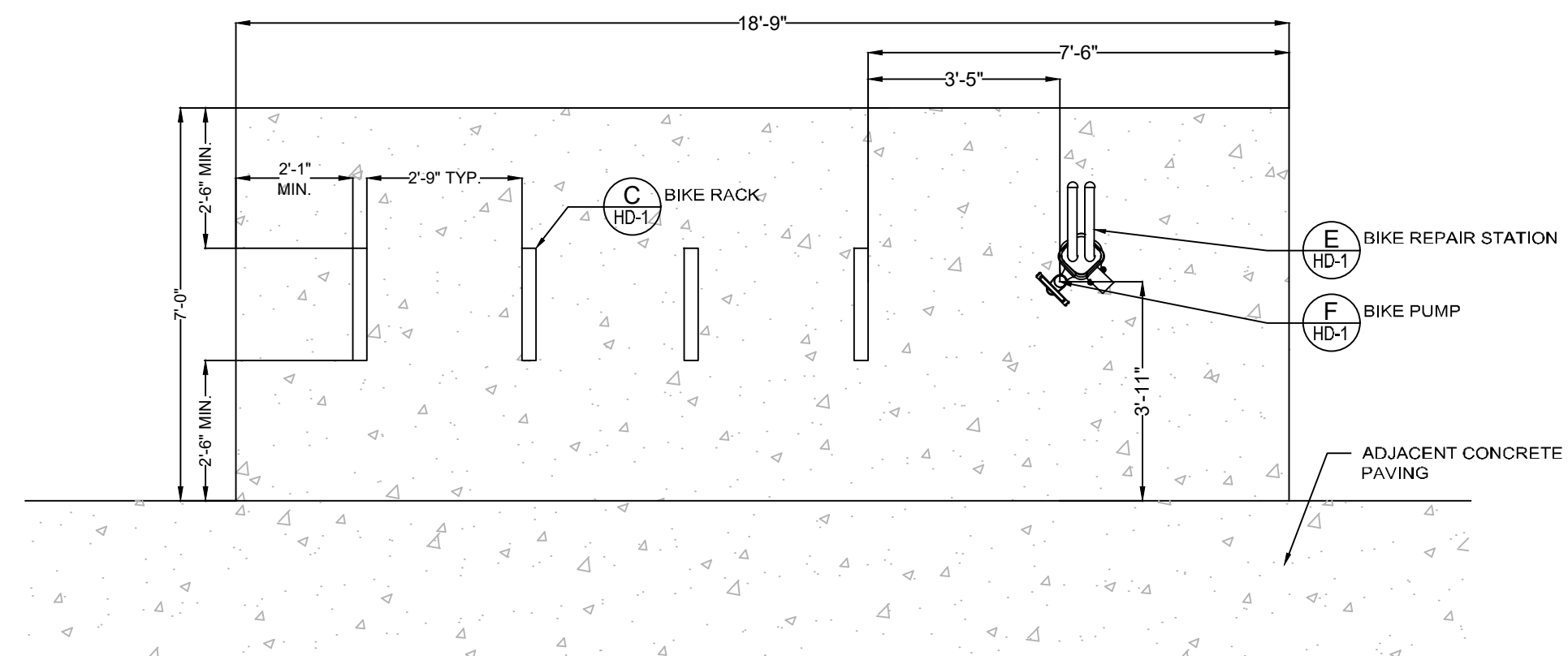
HARDSCAPE DETAILS

HD-2

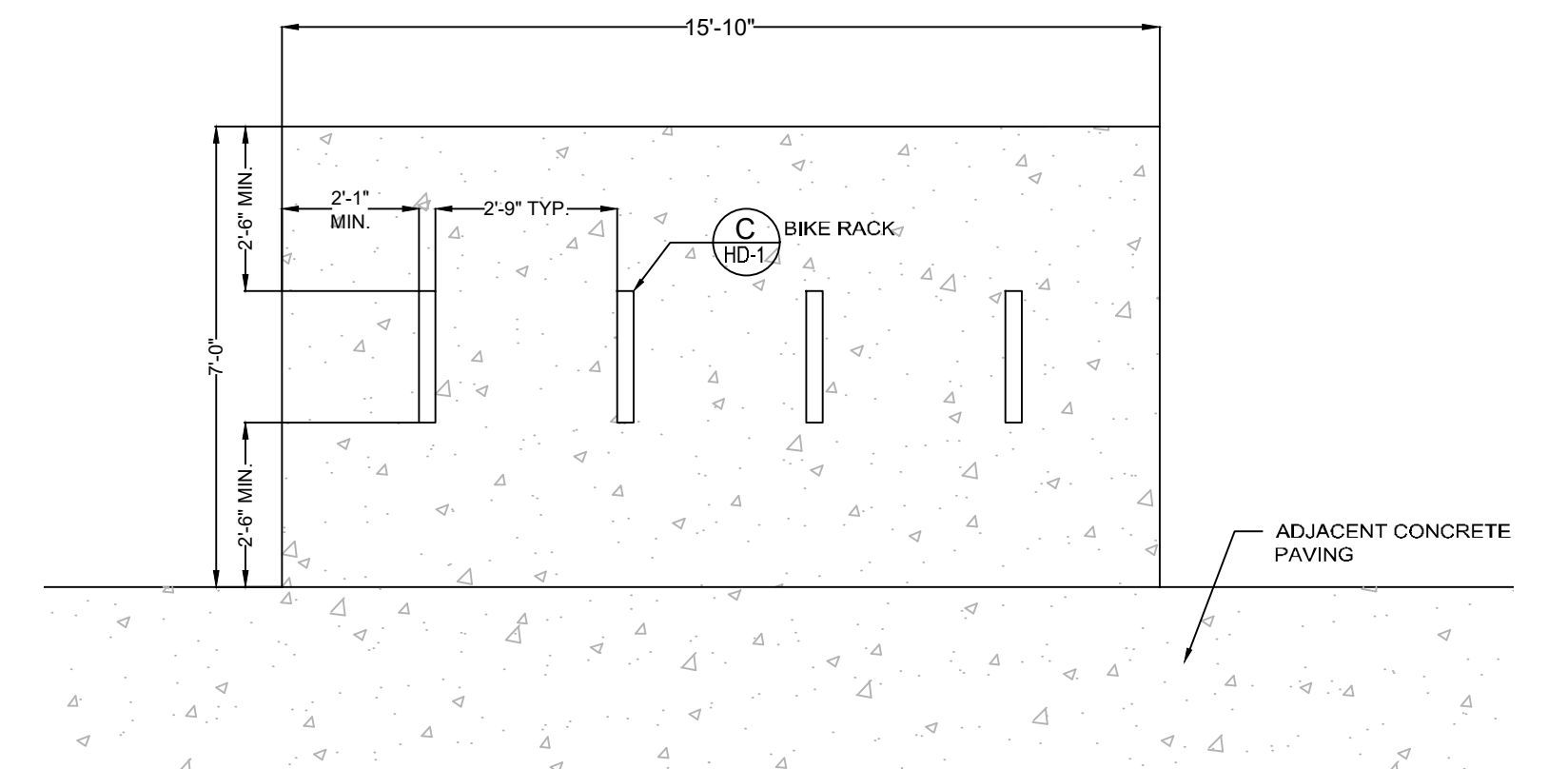
SHEET No. of 44
 JOB No. 4288-10

Z:\hira\2019\1191020.02 - Edgewater LA Services\CAD\Production Drawings\1191020.02 - Edgewater - HS - details.dwg * Nov 03, 2021 - 3:53pm * plotted by moigad

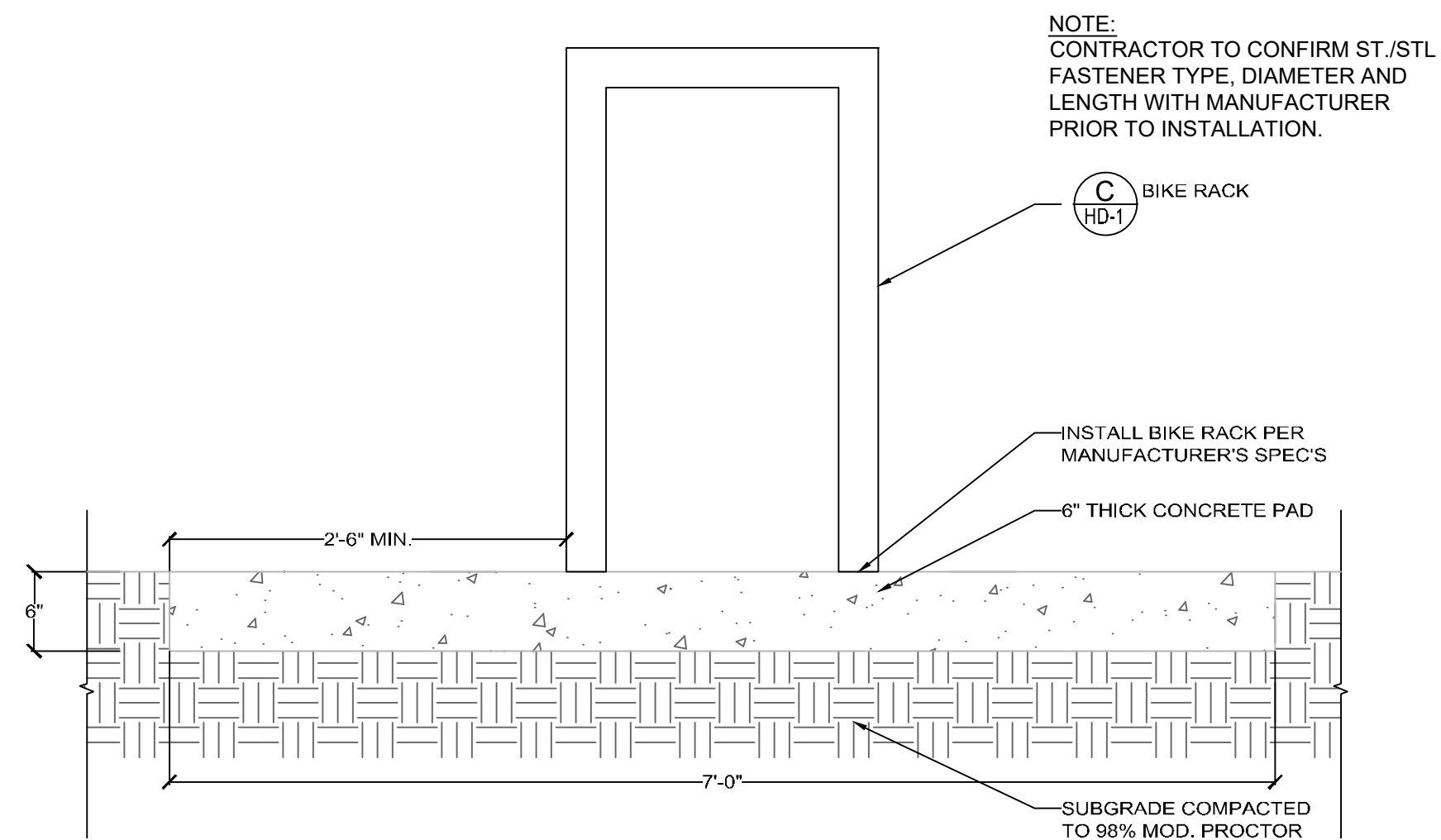
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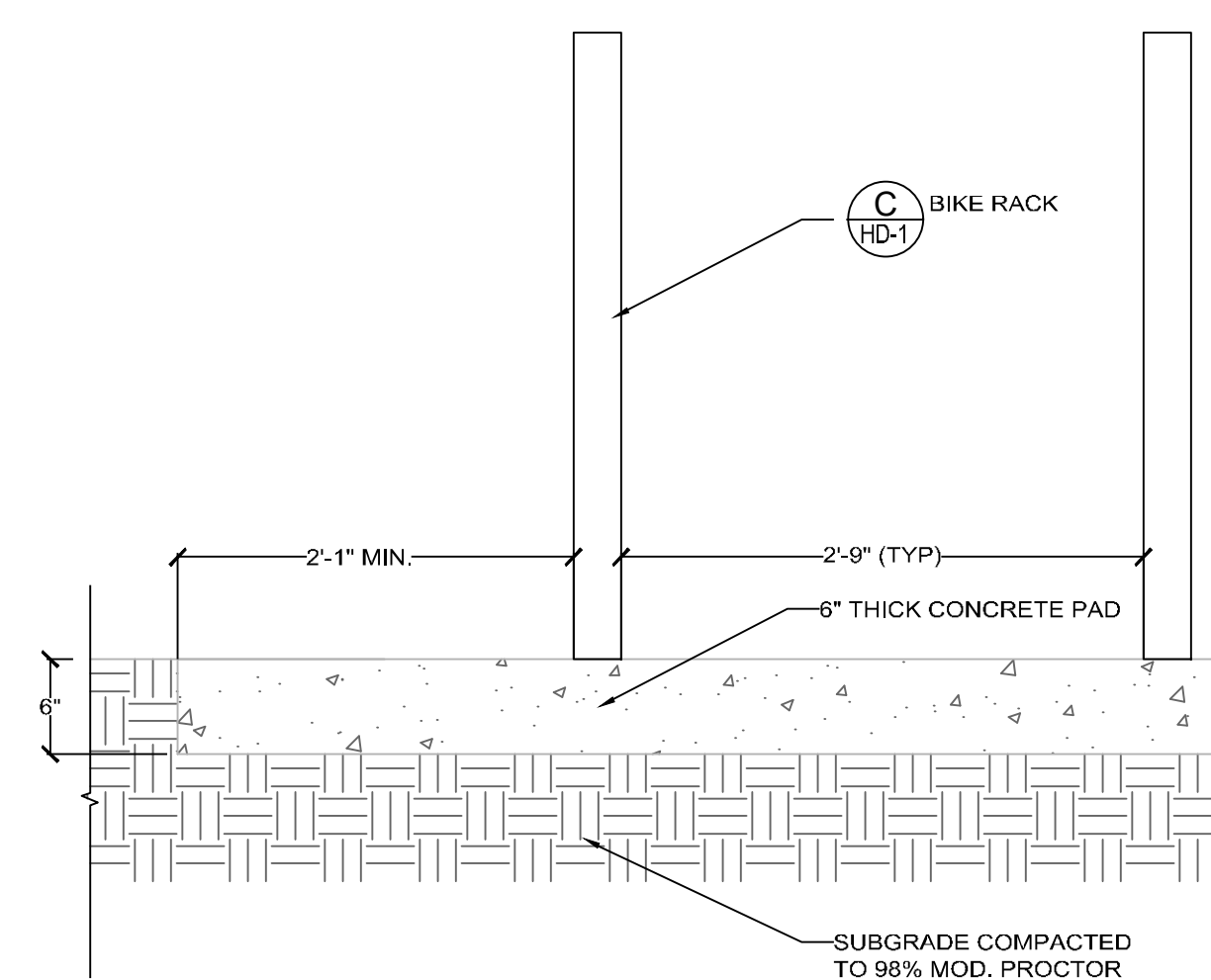
1 BIKE RACK AND BIKE REPAIR STATION LAYOUT
 SCALE: N.T.S.



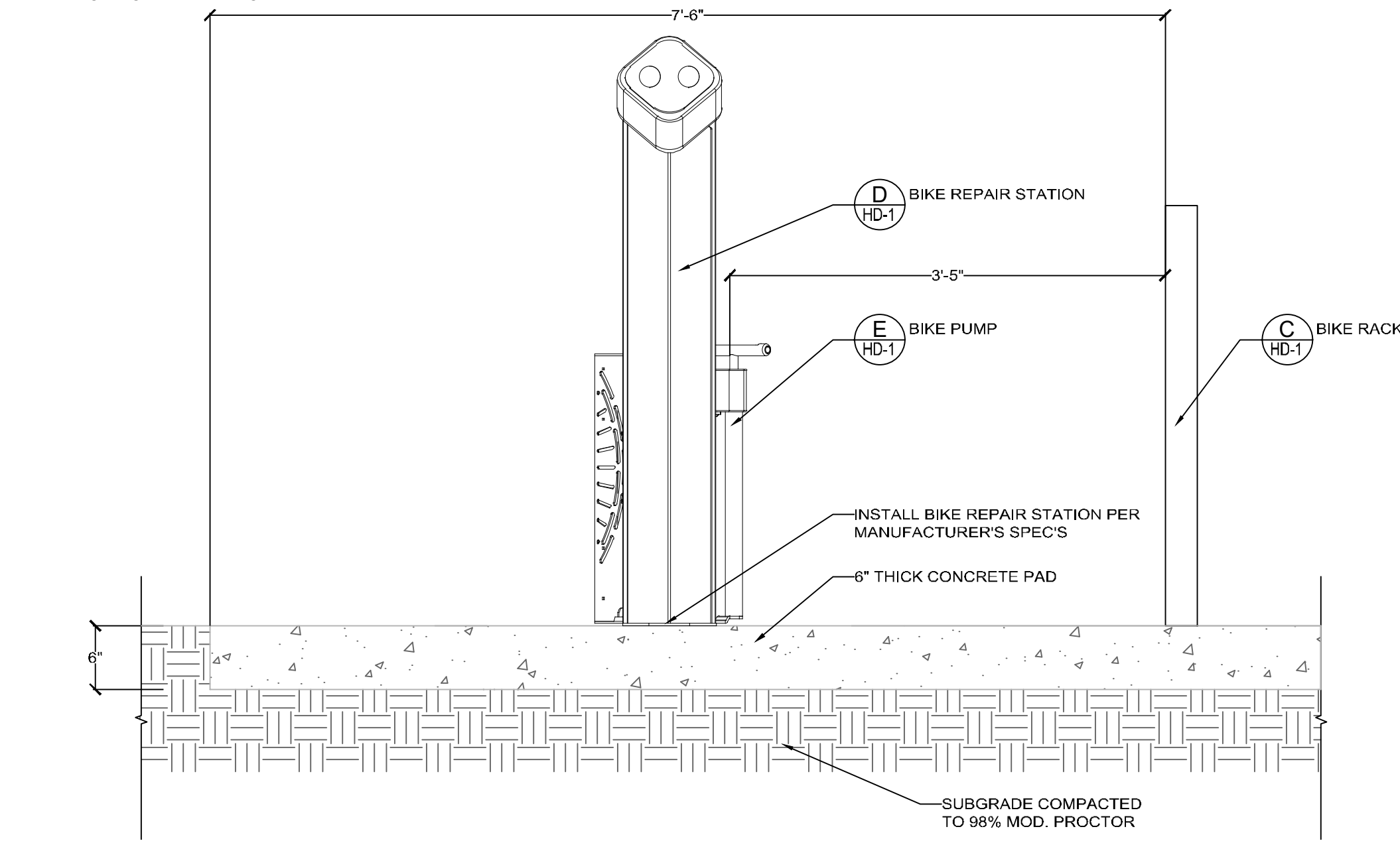
2 BIKE RACK LAYOUT
 SCALE: N.T.S.



3 BIKE RACK DETAIL
 SCALE: N.T.S.



NOTE:
 CONTRACTOR TO CONFIRM ST./STL
 FASTENER TYPE, DIAMETER AND
 LENGTH WITH MANUFACTURER
 PRIOR TO INSTALLATION.



4 BIKE REPAIR STATION
 SCALE: N.T.S.

NOTE:
 ALL CONCRETE SLABS SHALL HAVE A MINIMUM 1.5% CROSS SLOPE

DESIGN	SW	F.B. NO.	-
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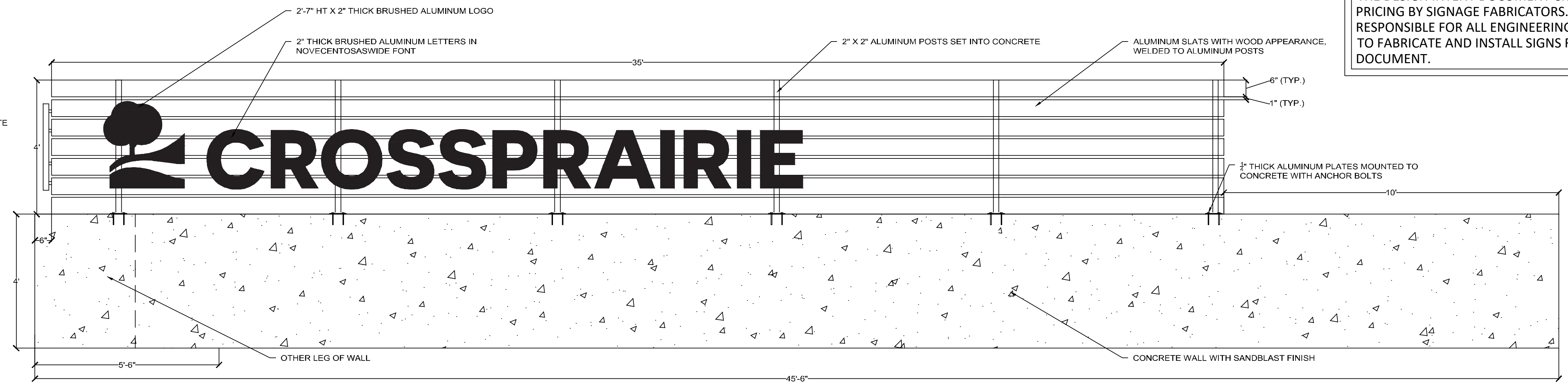
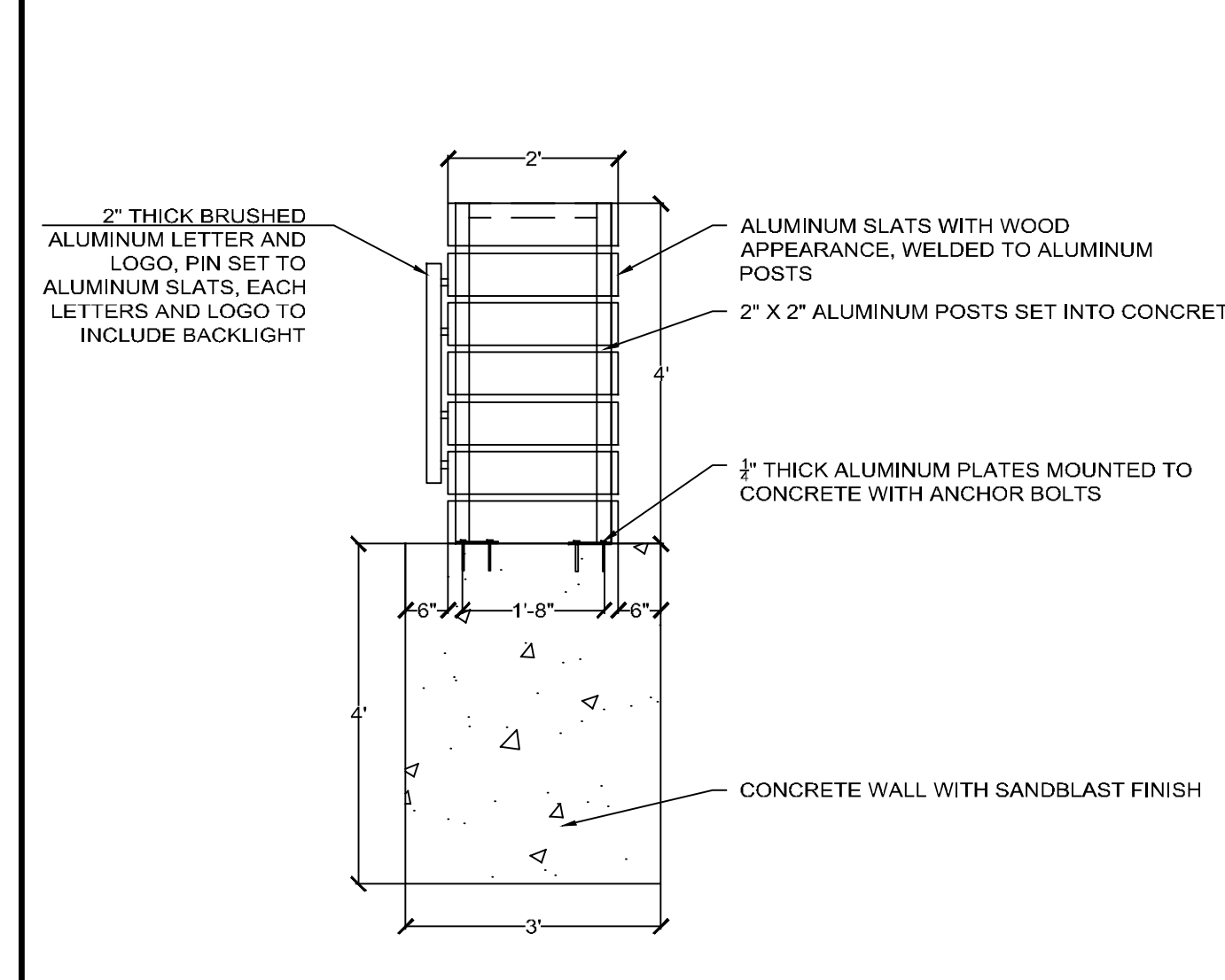
HARDSCAPE DETAILS

HD-3

SHEET NO
 of 44
 JOB NO 4288-10

Z:\Inra\2019\191020.02 - Edgewater LA Services\CAD\Production Drawings\191020.02 - Edgewater - HS - details.dwg * Nov 03, 2021 - 3:53pm * plotted by moigad

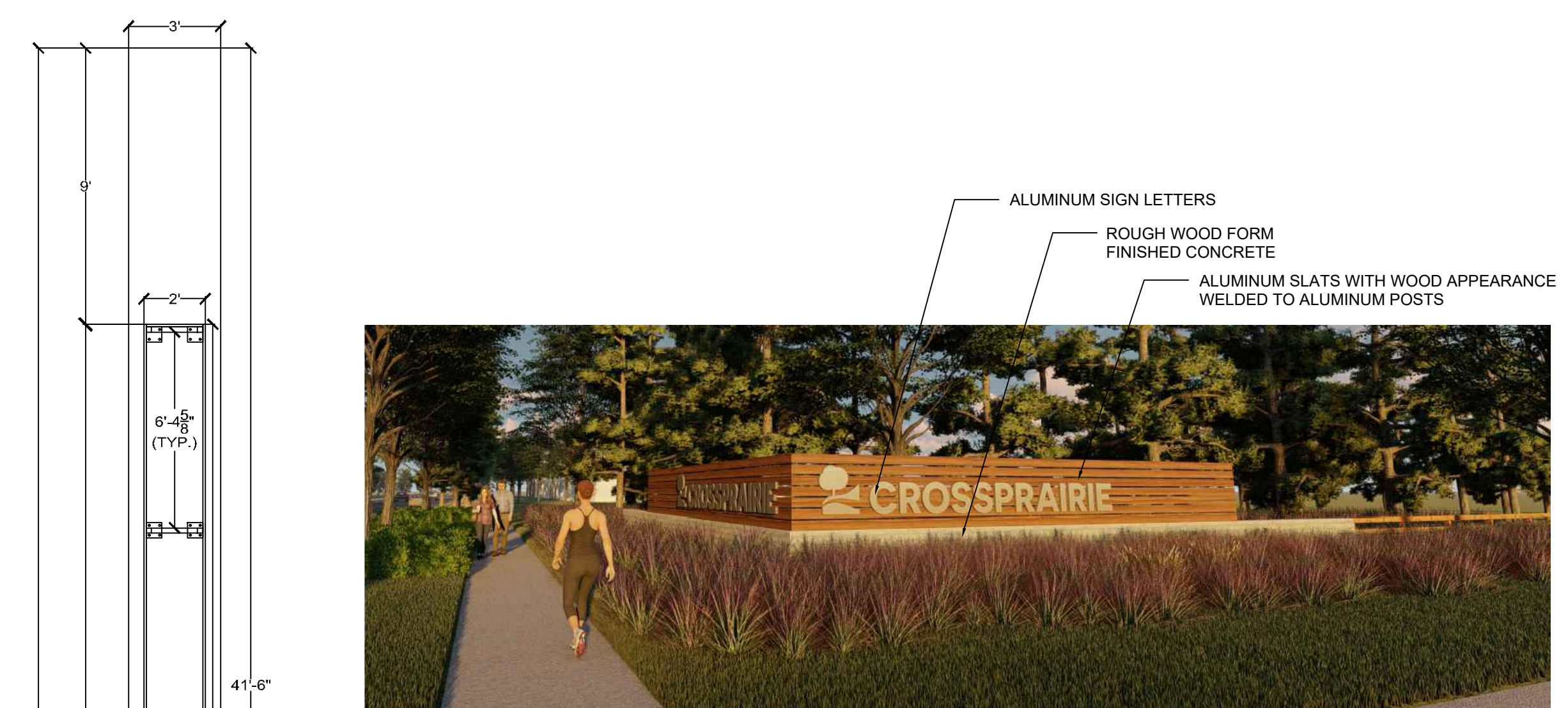
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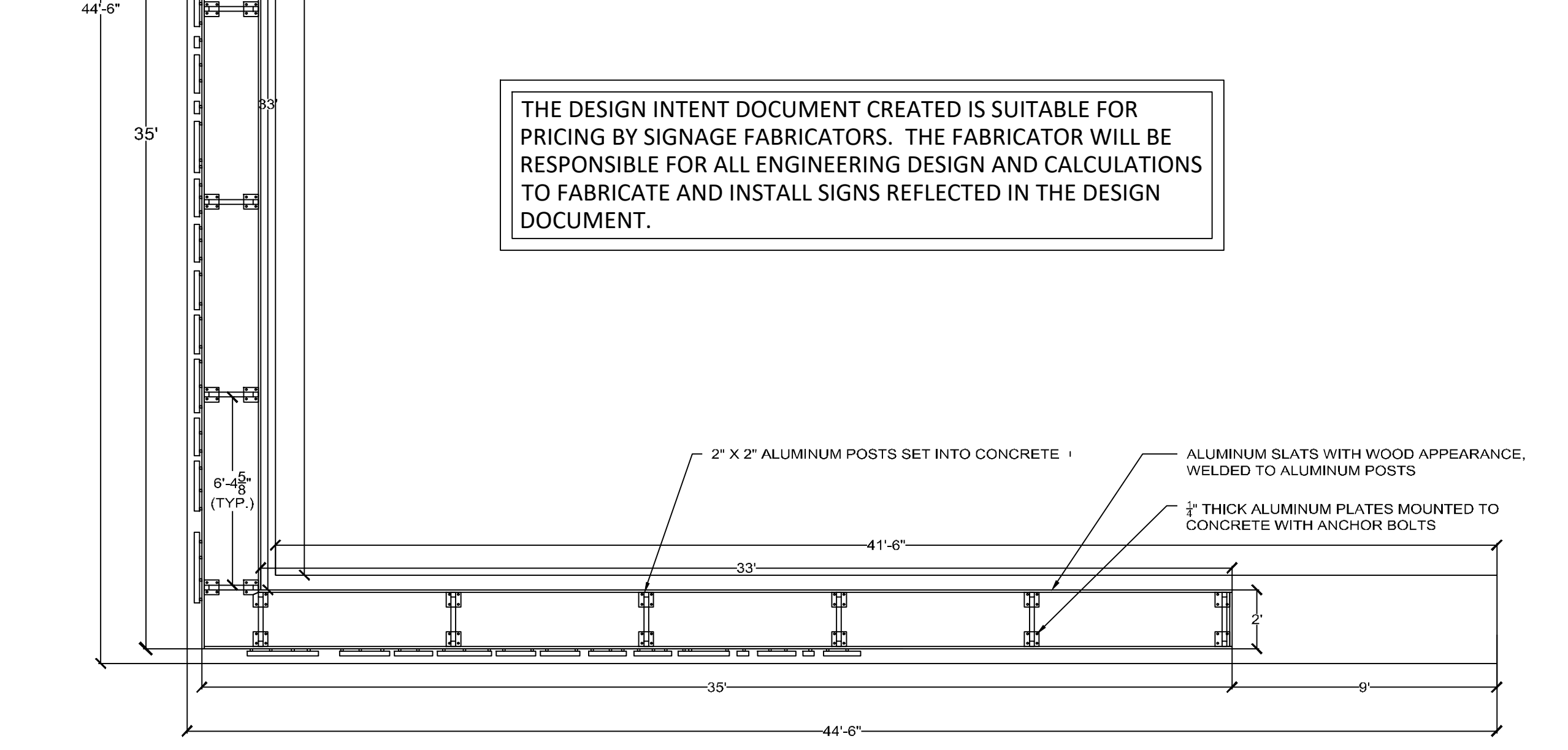
1 CORNER MONUMENT SIGN SECTION
SCALE: 1/2"=1'-0"

2 CORNER MONUMENT SIGN ELEVATION
SCALE: 1/2"=1'-0"

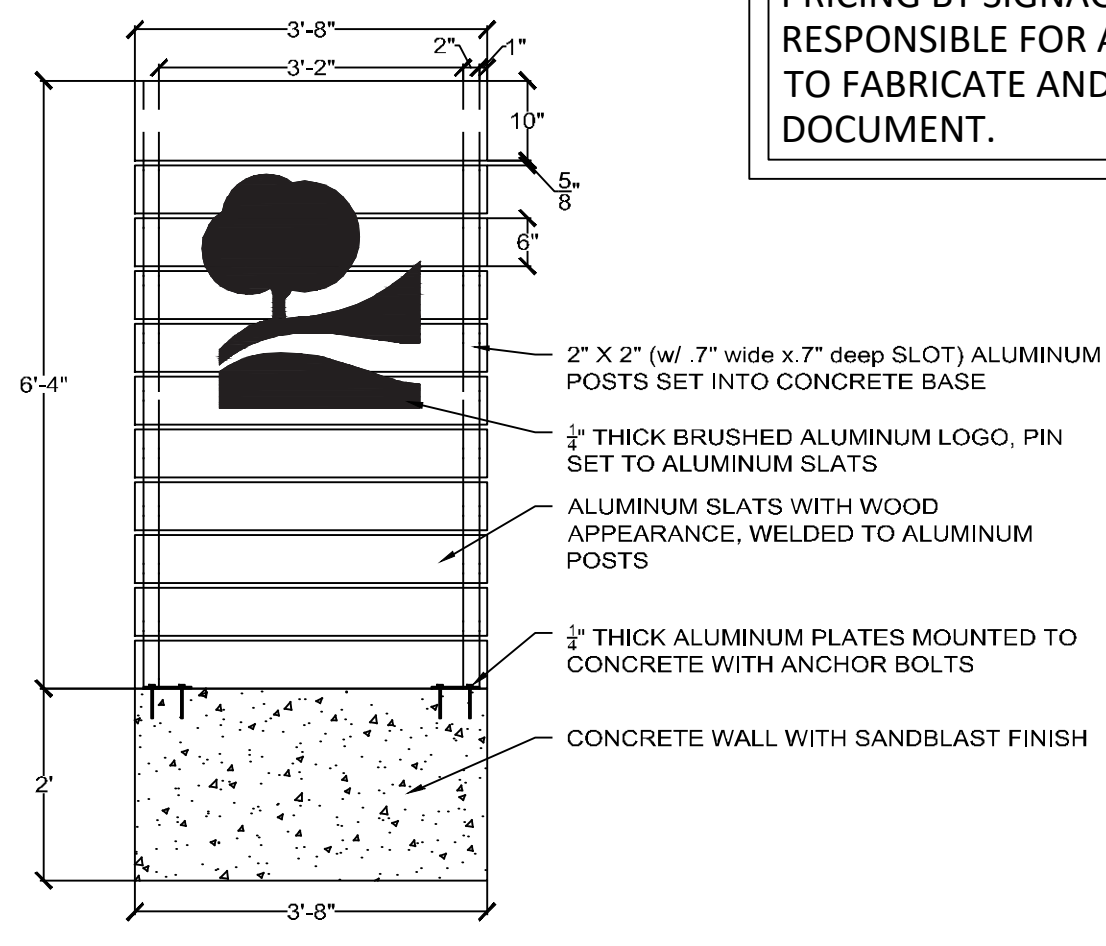
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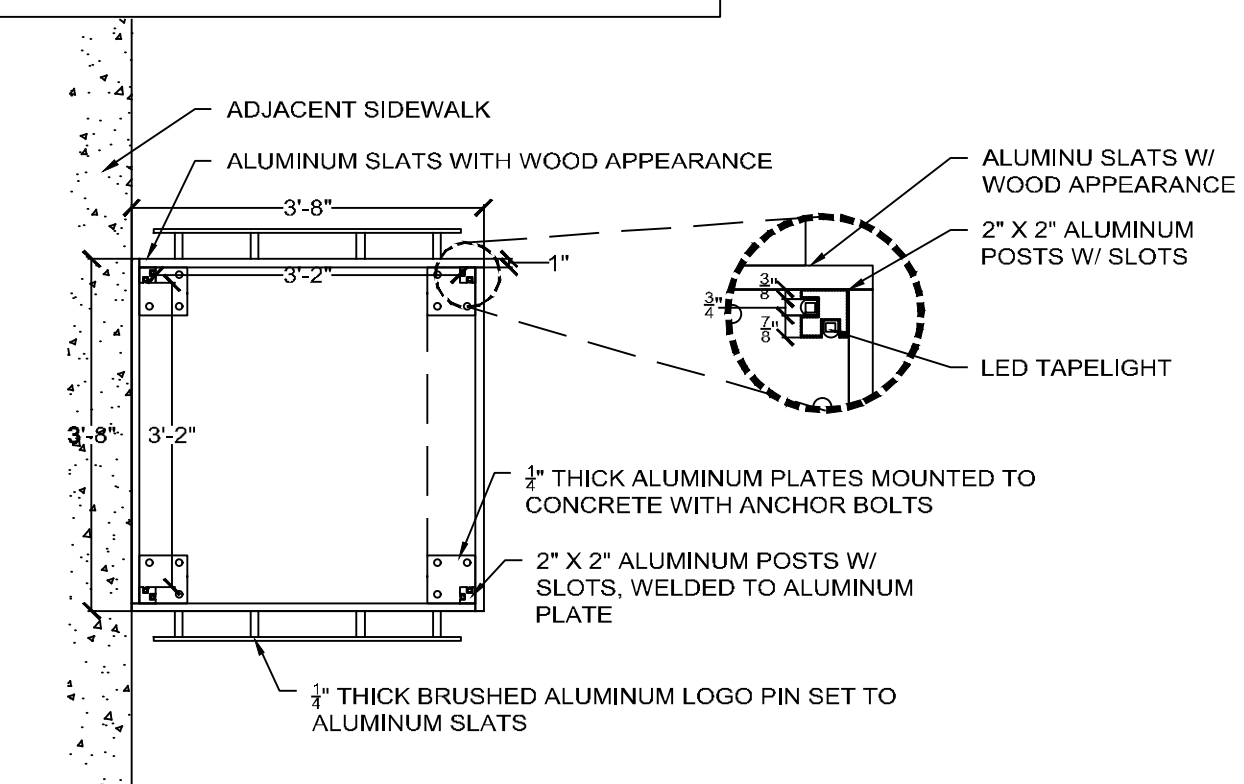
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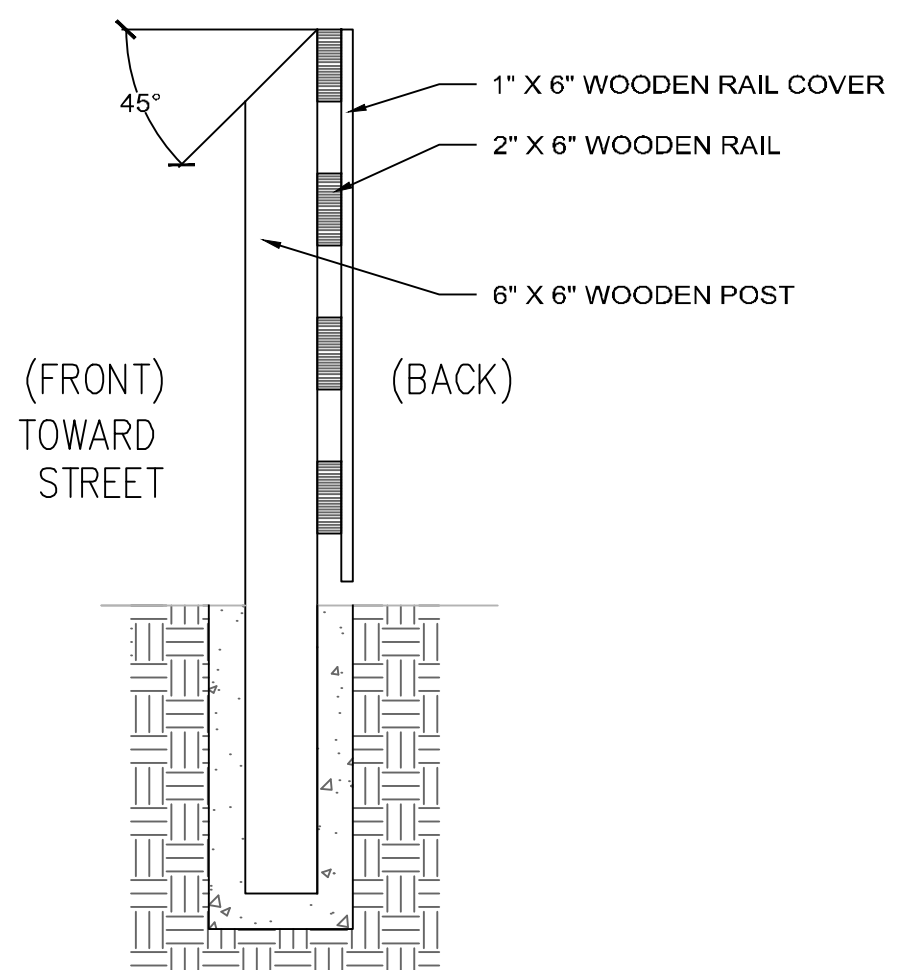
3 CORNER MONUMENT SIGN PLAN
SCALE: 1/4"=1'-0"



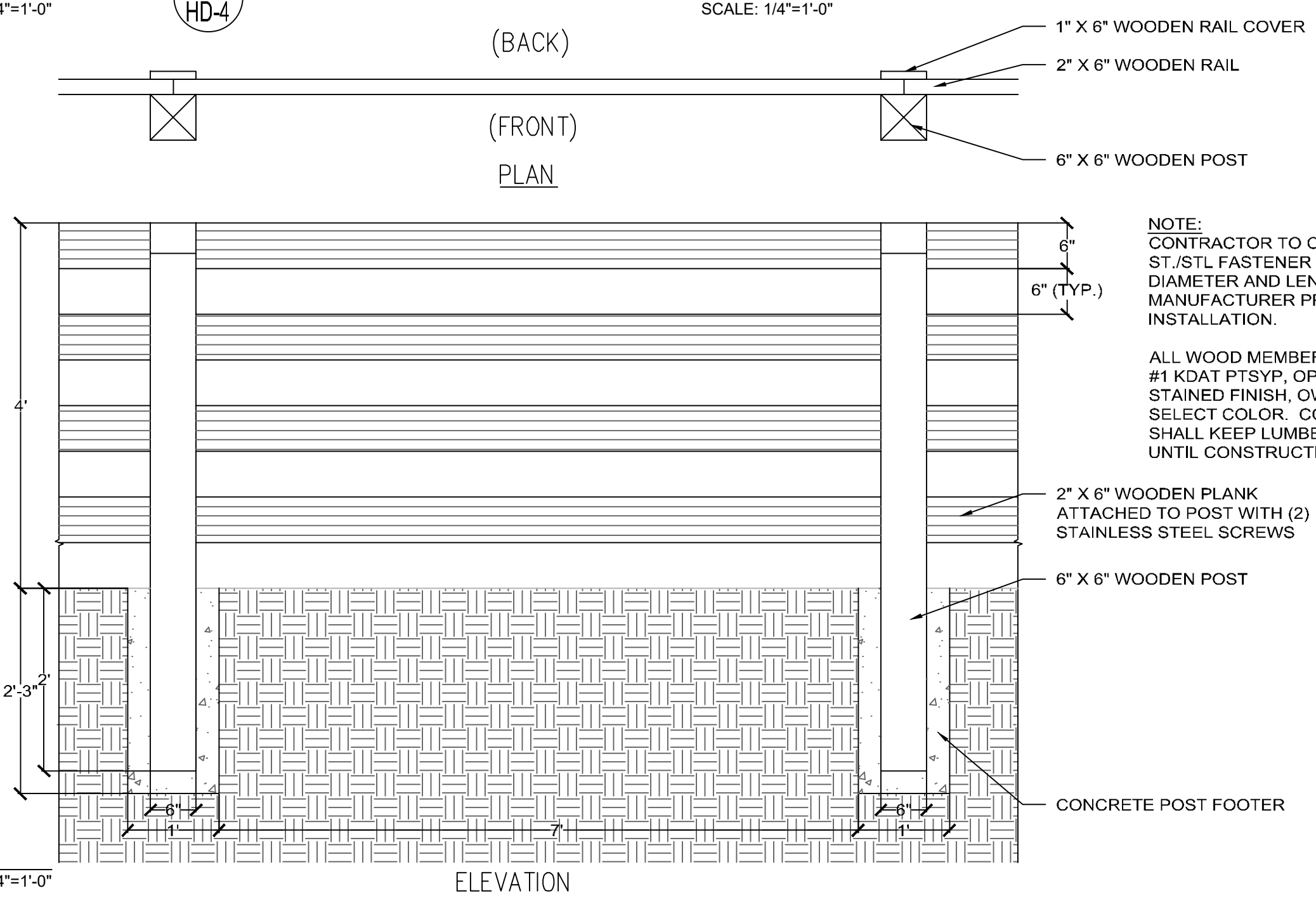
4 ID MARKER SIGN ELEVATION
SCALE: 1/4"=1'-0"



5 ID MARKER SIGN PLAN
SCALE: 1/4"=1'-0"



6 WOODEN FENCE
SCALE: 1/4"=1'-0"



NOTE:
CONTRACTOR TO CONFIRM ST./STL FASTENER TYPE, DIAMETER AND LENGTH WITH MANUFACTURER PRIOR TO INSTALLATION.

ALL WOOD MEMBERS SHALL BE #1 KDAT PTSYP, OPAQUE STAINED FINISH. OWNER TO SELECT COLOR. CONTRACTOR SHALL KEEP LUMBER DRY UNTIL CONSTRUCTION.

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Edgewater - LA Services/CAD/Production Drawings/V191020.02 - Edgewater - HS - details.dwg * Nov 03, 2021 - 3:53pm * plotted by moigad

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EDGEWATER EAST

HARDSCAPE DETAILS

HD-4

SHEET No. 44 of 44
JOB No. 4288-10



46713

46713

3"-1WAY

PE

MH2
6X15

6"-18 WAY
4"-2 WAY
1-4/8CU GROUND

3"-1WAY

5"-2WAY

46715

48537

CLAY WHALEY RD

5"-2WAY

INSTALL 3" RISER ON N SIDE OF POLE

CLAY WHALEY RD

5"-1WAY

5"-2WAY
LIFT STATION

MH1
6X15

6"-8 WAY
4"-2 WAY
1-4/8CU GROUND

18081302

S8081408

64457

8348'

64458

27495

65430

18081303

54451

S8081406

54450

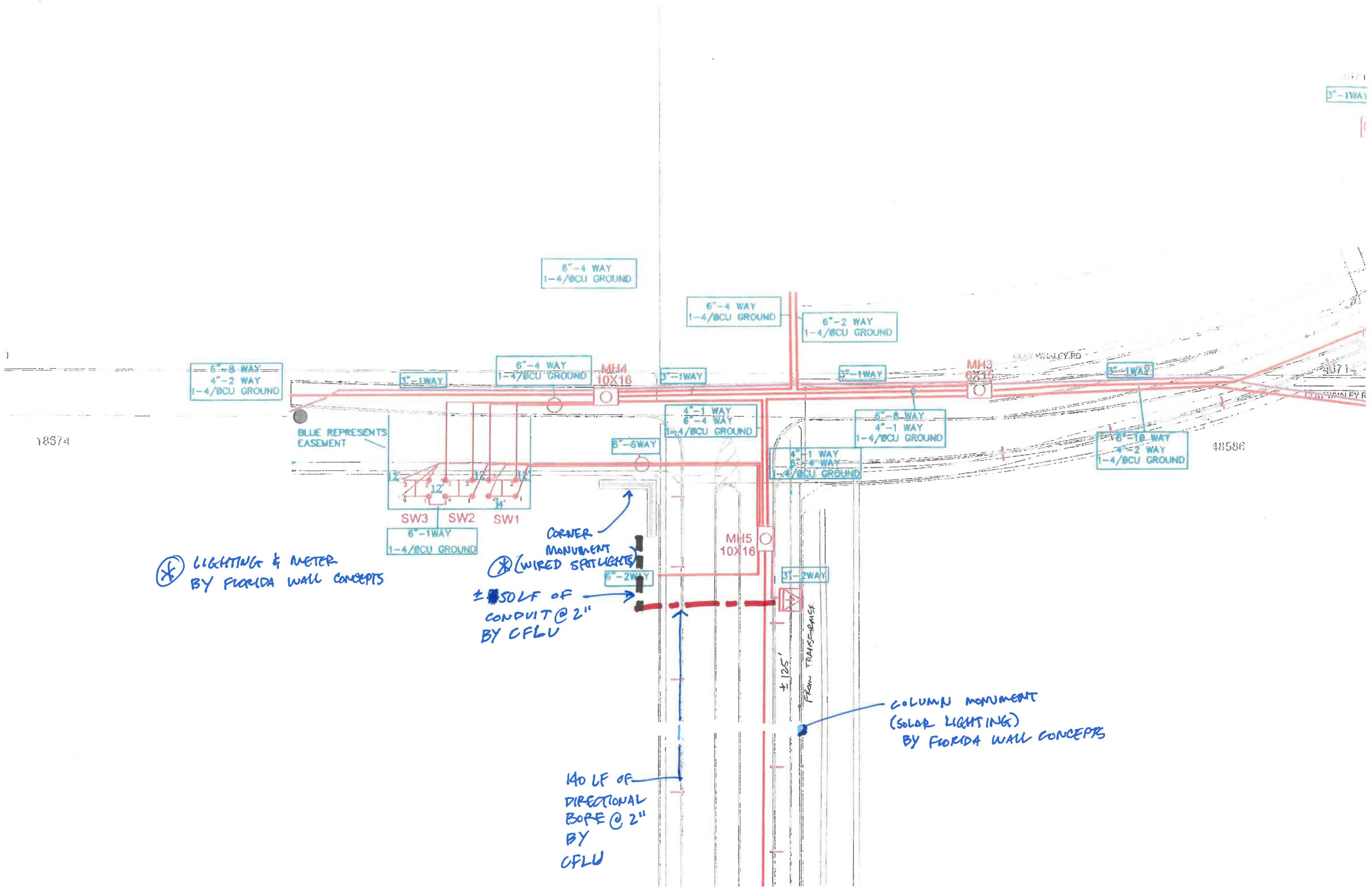
AT

54452

OF S8081304

54529

1809101



18574

48586

48714

⊗ LIGHTING & METER BY FLORIDA WALL CONCEPTS

⊗ (WIRED SPOTLIGHTS)
± SOLF OF CONDUIT @ 2" BY CFLU

140 LF OF DIRECTIONAL BOPE @ 2" BY CFLU

COLUMN MONUMENT (SOLAR LIGHTING) BY FLORIDA WALL CONCEPTS

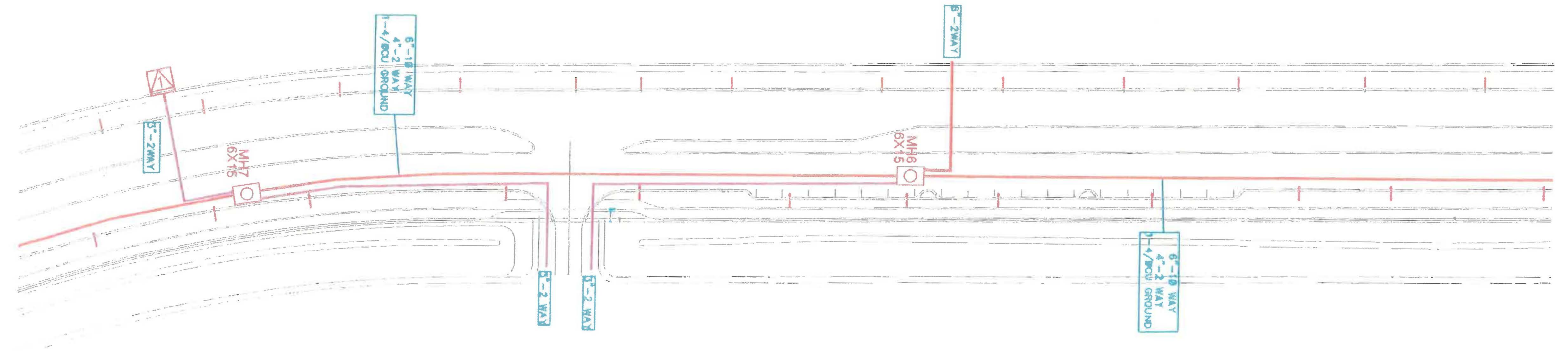
BLUE REPRESENTS EASEMENT









CORNER MONUMENT

± 125'
From TRANSFORMER

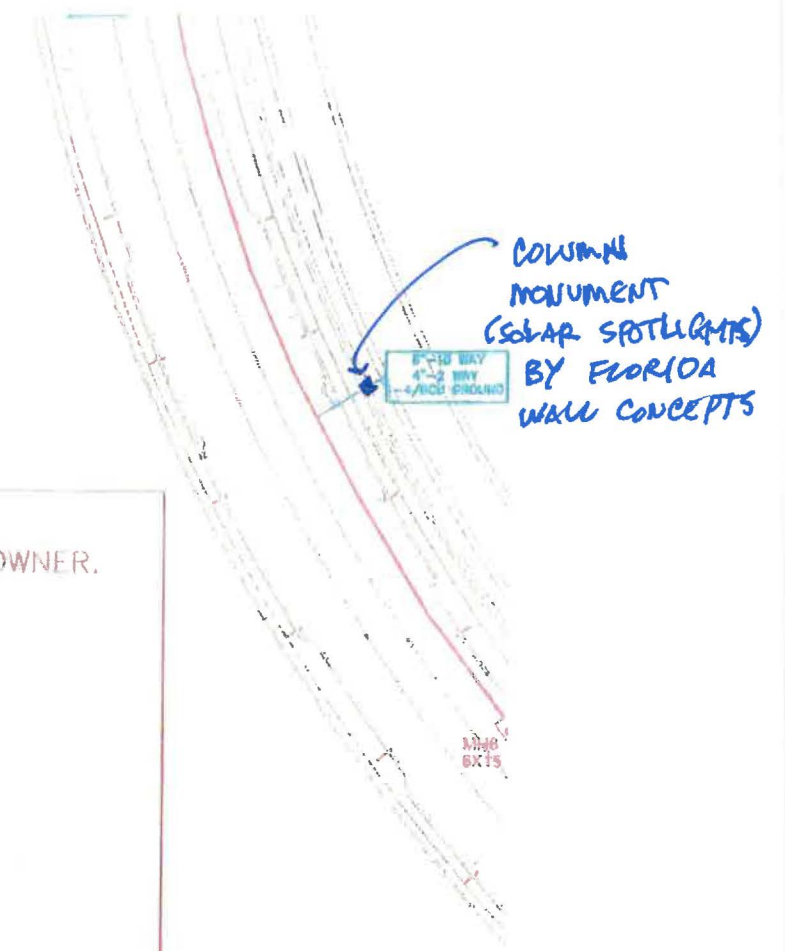
CLAY WALLEY RD

CLAY WALLEY RD



	INSTALL SWITCHGEAR PAD PER SPECS
	INSTALL MANHOLES
	INSTALL 5X7PULL BOX PER SPECS
	INSTALL 6", 4", & 3" CONDUIT PER SPECS
	INSTALL 3" CONDUIT PER SPECS
	INSTALL THREE PHASE TRANSFORMER PAD
	INSTALL 40X40 SINGLE PHASE TRANSFORMER PAD
	INSTALL 40X40 PRIMARY ENCLOSURE PAD TRANSFORMER PAD
INSTALL 4/0 CU GROUND WHERE INDICATED	

INSTALL MARKER BALLS AT ALL ENDS OF CONDUIT STUBOUTS



MANHOLES AND SWITCHES SHALL BE INSTALLED IN EITHER A CITY/COUNTY R.O.W. OR SPECIFIED UTILITY EASEMENT FURNISHED BY PROPERTY OWNER. TOP OF MANHOLE SHALL BE INSTALLED 2" ABOVE FINAL DIRT GRADE.

ALL CONDUIT IN SWITCH PAD WINDOWS SHALL HAVE ENDS TAPED TO KEEP MUD/DIRT OUT OF CONDUIT.

ALL CONDUIT SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINAL GRADE.

RED ELECTRICAL WARNING TAPE SHALL BE INSTALLED 18" BELOW FINAL GRADE.

ALL CONDUIT SHALL HAVE GALVANIZED SWEEPS MEETING THE FOLLOWING MINIMUM RADIUS:

- 6" - 36" RADIUS
- 3" - 24" RADIUS
- 2" - 24" RADIUS

ALL CONDUIT SECTIONS SHALL HAVE CHAMFERED EDGES (5 DEGREES) ON THE INSIDE LIP OF ALL NON-BELL ENDS PER OUC SPECS.

ALL CONDUIT SHALL BE GRAY, ELECTRIC-GRADE, SCH40 PVC OR BETTER, AND MEET OUC SPECS.

THE 4/0 COPPER GROUND WIRE SECTIONS SHALL BE CONNECTED USING AN EXOTHERMIC WELDING PROCESS ONLY (CAD-WELD). THESE CONNECTIONS SHALL BE LEFT EXPOSED FOR THE OUC INSPECTOR TO INSPECT.

A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

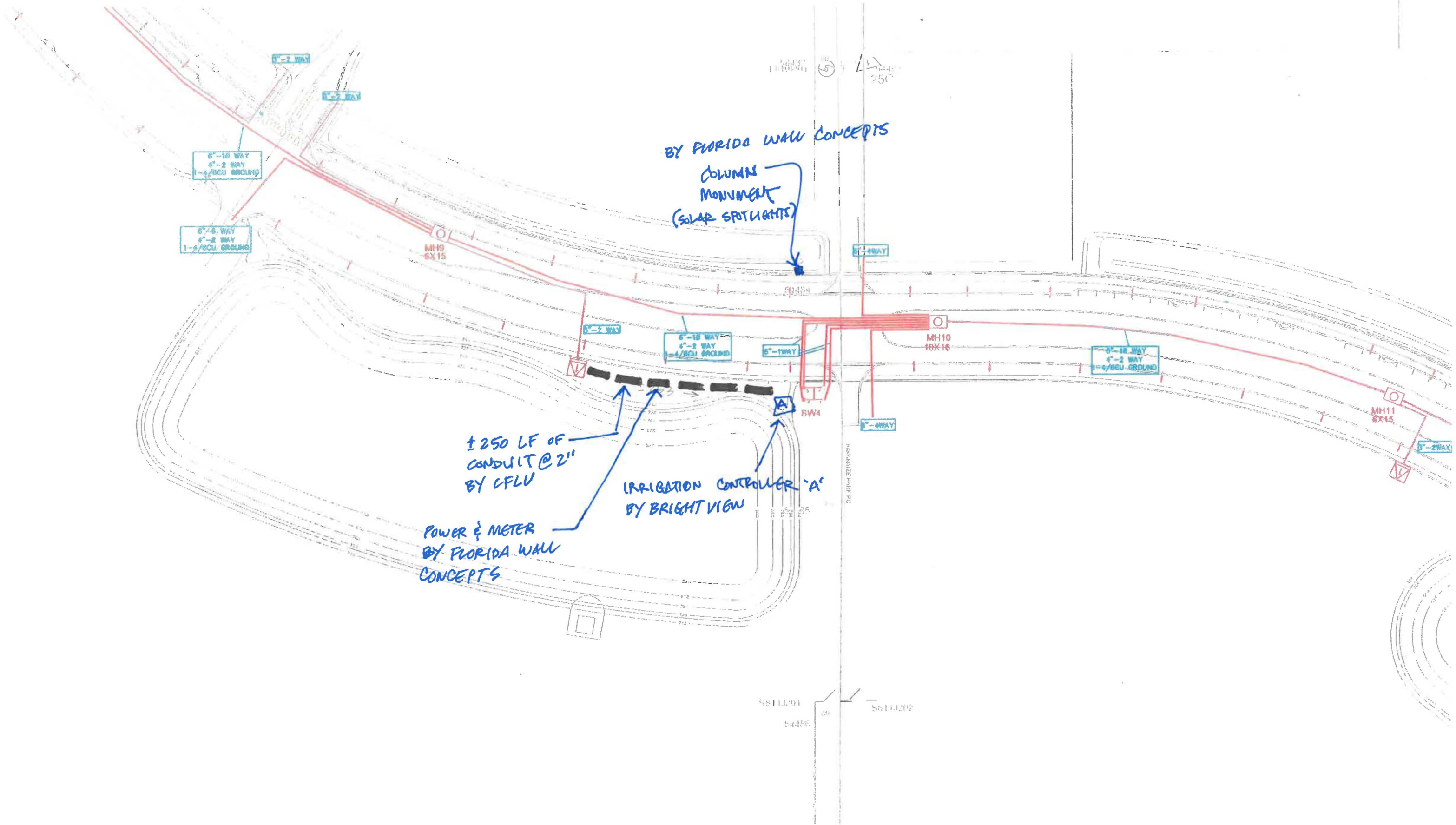
DEVELOPER/CONTRACTOR SHALL INSTALL 2FT OF SOD AROUND THE SWITCH PADS TO HELP ELIMINATE EROSION/WASH-OUT.

ANY DAMAGE TO CONCRETE PADS OR CONDUIT THAT OCCURS PRIOR TO COMPLETION OF ROADWAY CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

ENTRY INTO MANHOLES SHALL FOLLOW ALL O.S.H.A. RULES FOR SAFETY. THE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL SAFETY EQUIPMENT NEEDED FOR ENTRY INTO A "CONFINED SPACE". ENTRY INTO OUC'S EXISTING MANHOLES CAN BE ACCOMPLISHED BY SCHEDULING AN OUC STAND-BY AT 407-384-4011. OUC DOESN'T SUPPLY GAS DETECTORS REQUIRED BY O.S.H.A. BUT CAN BE RENTED LOCALLY AT A RENTAL COMPANY.

OUIC INSPECTOR: SCOTT PUGH (407-737-4287)

ALL LOCATIONS ARE APPROXIMATE AND NOT TO ANY SCALE.



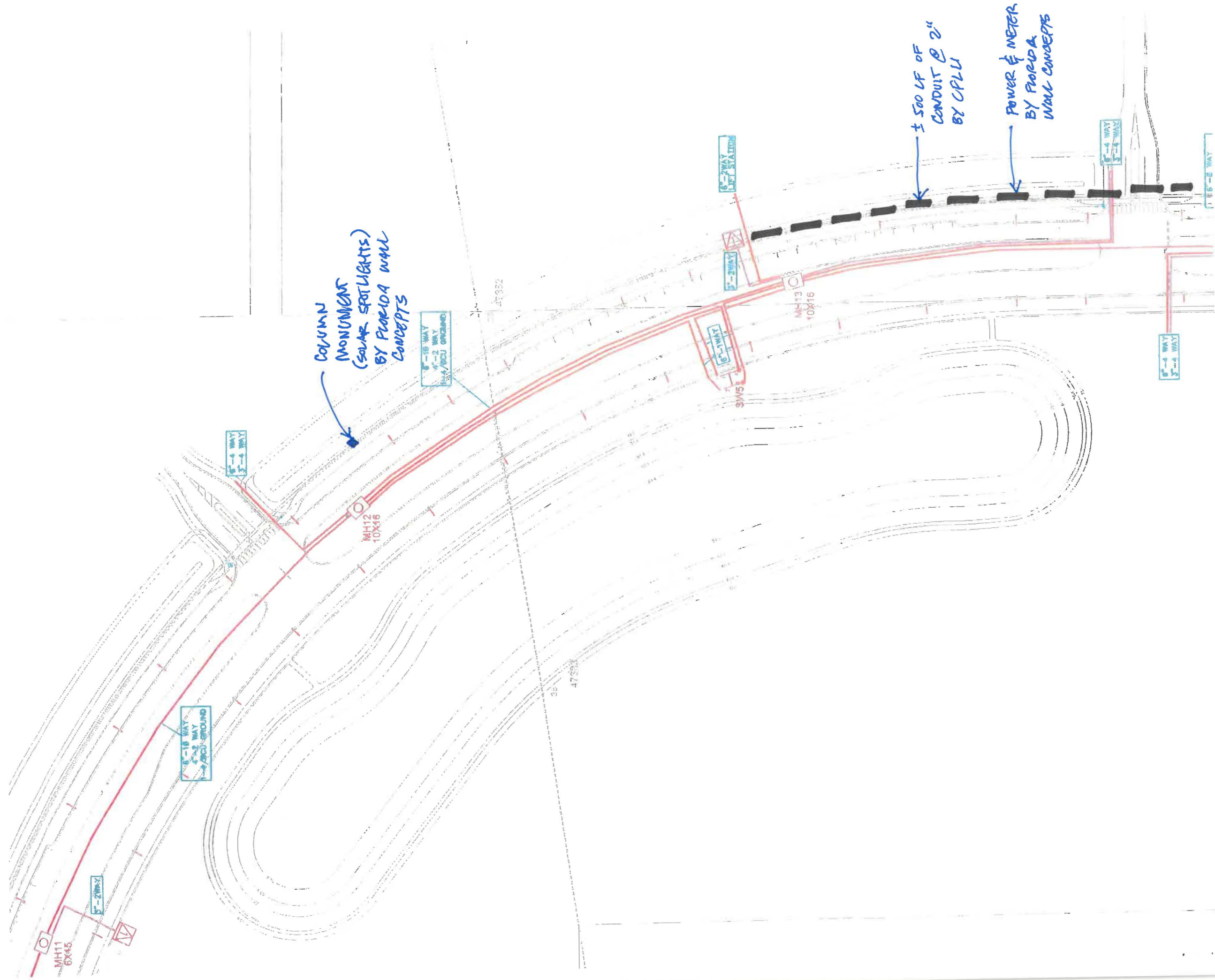
BY FLORIDA WALL CONCEPTS
COLUMN
MONUMENT
(SOLAR SPOTLIGHTS)

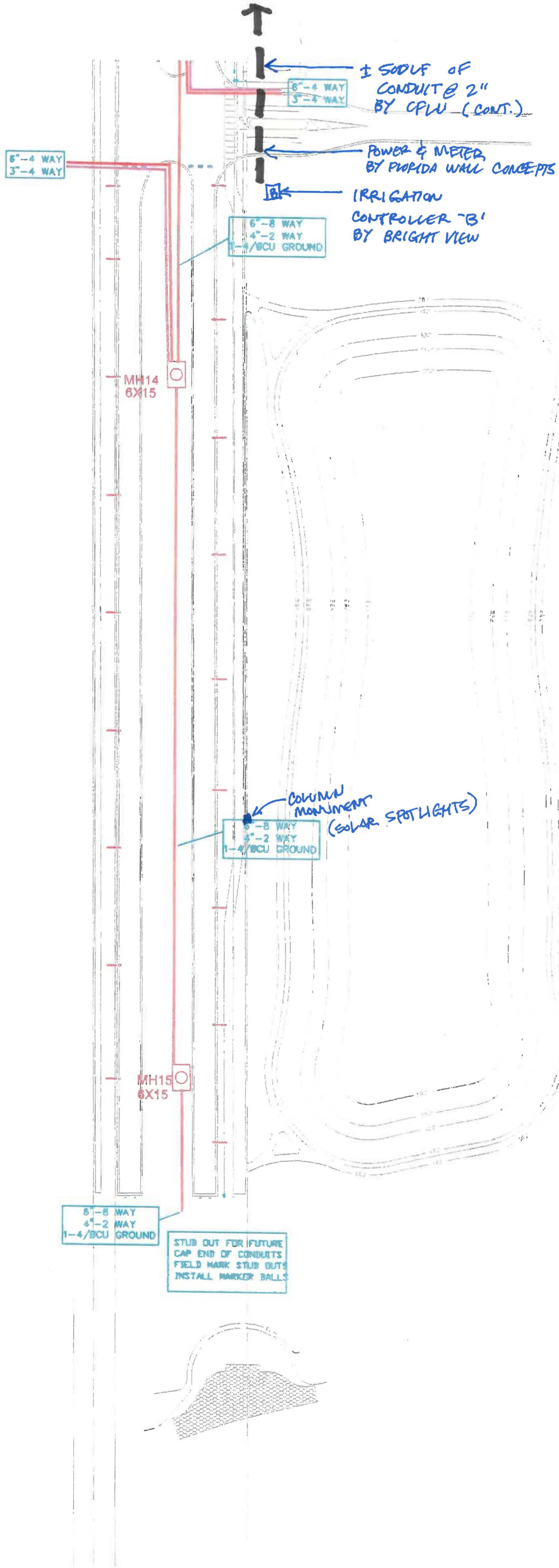
± 250 LF OF
CONDUIT @ 2"
BY CFLU

IRRIGATION CONTROLLER "A"
BY BRIGHT VIEW

POWER & METER
BY FLORIDA WALL
CONCEPTS

S&L 11.91
54486
S&L 11.022





EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

11

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 21,007	\$ -	\$ -	\$ -	\$ -	\$ 21,007
Cash - impact fees	1,618,095	-	-	-	-	1,618,095
Investments						
Reserve	-	1,112,580	1,930,400	-	-	3,042,980
Interest	-	17	890,637	-	-	890,654
Construction	-	-	-	3,558,122	-	3,558,122
Project Infrastructure	-	-	-	-	12,929,390	12,929,390
Construction - E2	-	-	-	-	5,767,107	5,767,107
Construction - E5	-	-	-	-	4,428,696	4,428,696
Construction - E6N	-	-	-	-	7,177,707	7,177,707
Cost of issuance	-	10,001	75,725	-	-	85,726
Due from Landowner	30,205	-	-	-	-	30,205
Due from capital projects fund	15,000	-	-	-	-	15,000
Total assets	<u>\$1,684,307</u>	<u>\$1,122,598</u>	<u>\$2,896,762</u>	<u>\$ 3,558,122</u>	<u>\$30,302,900</u>	<u>\$39,564,689</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 45,187	\$ -	\$ -	\$ -	\$ -	\$ 45,187
Contracts payable	-	-	-	1,675,670	-	1,675,670
Retainage payable	-	-	-	506,597	-	506,597
Due to Landowner	810	-	-	-	-	810
Due to general fund	-	-	-	15,000	-	15,000
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>66,997</u>	<u>-</u>	<u>-</u>	<u>2,197,267</u>	<u>-</u>	<u>2,264,264</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	30,205	-	-	-	-	30,205
Total deferred inflows of resources	<u>30,205</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,205</u>
Fund balances:						
Restricted for:						
Debt service	-	1,122,598	2,896,762	-	-	4,019,360
Capital projects	-	-	-	1,360,855	30,302,900	31,663,755
Unassigned	1,587,105	-	-	-	-	1,587,105
Total fund balances	<u>1,587,105</u>	<u>1,122,598</u>	<u>2,896,762</u>	<u>1,360,855</u>	<u>30,302,900</u>	<u>37,270,220</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,684,307</u>	<u>\$1,122,598</u>	<u>\$2,896,762</u>	<u>\$ 3,558,122</u>	<u>\$30,302,900</u>	<u>\$39,564,689</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 15,265	\$ 29,630	\$ 132,790	22%
Total revenues	<u>15,265</u>	<u>29,630</u>	<u>132,790</u>	22%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	20,239	48,000	42%
Legal	4,330	15,668	50,000	31%
Engineering	-	600	7,500	8%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	417	1,000	42%
Trustee	-	-	5,250	0%
DSF accounting & assessment rolls	458	2,292	5,500	42%
Telephone	17	83	200	42%
Postage	15	15	500	3%
Printing & binding	42	208	500	42%
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>8,945</u>	<u>45,824</u>	<u>132,790</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	6,320	(16,194)	-	
Fund balances - beginning	<u>1,580,785</u>	<u>1,603,299</u>	-	
Fund balances - ending	<u>\$ 1,587,105</u>	<u>\$ 1,587,105</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 FEBRUARY 28, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,112,579	0%
Interest	6	37	-	N/A
Total revenues	<u>6</u>	<u>37</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	(448,607)	(89,980)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(6)</u>	<u>(32)</u>	<u>-</u>	N/A
Total other financing sources	<u>(6)</u>	<u>(32)</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
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>154,190</u>	<u>154,190</u>
Total debt service	<u>154,190</u>	<u>154,190</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (154,190)	 (154,190)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	3,729,452	3,729,452
Underwriter's discount	<u>(678,500)</u>	<u>(678,500)</u>
Total other financing sources	<u>3,050,952</u>	<u>3,050,952</u>
 Net change in fund balances	 2,896,762	 2,896,762
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 2,896,762</u></u>	<u><u>\$ 2,896,762</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 FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 24	\$ 231
Total revenues	<u>24</u>	<u>231</u>
EXPENDITURES		
Construction costs	<u>1,757,932</u>	<u>6,428,299</u>
Total expenditures	<u>1,757,932</u>	<u>6,428,299</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,757,908)	(6,428,068)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>6</u>	<u>32</u>
Total other financing sources/(uses)	<u>6</u>	<u>32</u>
Net change in fund balances	(1,757,902)	(6,428,036)
Fund balances - beginning	<u>3,118,757</u>	<u>7,788,891</u>
Fund balances - ending	<u>\$ 1,360,855</u>	<u>\$ 1,360,855</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Construction costs	70,610	70,610
Total expenditures	<u>70,610</u>	<u>70,610</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (70,610)	 (70,610)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	30,195,548	30,195,548
Original issue premium	177,962	177,962
Total other financing sources/(uses)	<u>30,373,510</u>	<u>30,373,510</u>
 Net change in fund balances	 30,302,900	 30,302,900
Fund balances - beginning	-	-
Fund balances - ending	<u><u>\$ 30,302,900</u></u>	<u><u>\$ 30,302,900</u></u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

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

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The Board of Supervisors of the Edgewater East Community Development District held 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: 413 553 5047.

Present were:

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

Also present were:

Kristen Suit	District Manager
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer

AUDIO COMMENCED WHILE THE FOLLOWING ITEM WAS UNDERWAY

- **Consideration of Orlando Utilities Commission (OUC) Service Agreement for Lighting Service – Cross Prairie**

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

Mr. Eckert stated that the Orlando Utilities Commission (OUC) Service Agreement for Lighting Service for Cross Prairie requires the CDD to provide an easement for the OUC to perform necessary work but, given that the CDD does not own the property, Staff will attempt to resolve the issue by asking the actual property owner, Osceola County, to execute the signature block, stating it joins in the Agreement only to the extent necessary for the CDD to provide an easement to the OUC.

Discussion ensued regarding plat dedication, the easement and the OUC.

Mr. Eckert stated that the Agreement would be revised and recommended approval, in substantial form, and withholding execution pending receipt of the revised Agreement.

35 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
36 **Orlando Utilities Commission (OUC) Service Agreement for Lighting Service –**
37 **Cross Prairie, in substantial form, was approved.**

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40 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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42 Ms. Suit stated that the meeting was called to order at 9:15 a.m., with Supervisors
43 Mays, Kramer and Wanas present, in person, and Supervisors Onorato and Breakstone were
44 not present.

45
46 **SECOND ORDER OF BUSINESS**

Public Comments

47
48 There were no public comments.

49
50 **THIRD ORDER OF BUSINESS**

**Consideration of Orlando Utilities
Commission (OUC) Service Agreement for
Lighting Service – Cross Prairie**

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54 This item was presented at the onset of the meeting.

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56 **FOURTH ORDER OF BUSINESS**

**Approval of Landscape Installation
Contract (*under separate cover*)**

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59 Ms. Suit presented the Landscape Installation Contract.

60 Mr. Eckert recalled that, at the previous meeting, the Board selected a landscape
61 contractor, after which notices were sent to the other respondents informing them of the
62 award of contract and of their right to protest. The protest period expired and no bid protests
63 were filed. The next step is for the CDD to enter into a contract with the selected landscape
64 contractor. Staff is preparing the document. He asked for authorization to assign the landscape
65 installation contract, in a not-to-exceed amount provided by Mr. Wanas, and authorize
66 execution of the contract upon approval from the District Engineer, District Counsel and the
67 Vice Chair.

68 Mr. Wanas stated the idea is to consider the awarded price of approximately \$1.89
69 million and then add alternate landscape to reduce the cost, if necessary, but the price would
70 not exceed the awarded bid amount.

71

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, authorizing the District Engineer, District Counsel and Mr. Wanas to review the Landscape Installation Contract, in a not-to-exceed amount of \$1.89 million, and authorizing the Chair and Vice Chair to execute, was approved.

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78 **FIFTH ORDER OF BUSINESS**

Ratification/Approval of Series 2022 Requisitions (support documentation available upon request)

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80

81

- 82 • **Number 1: Osceola Mitigation Partners, LLC [\$70,610.00]**

83 Ms. Suit presented Osceola Mitigation Partners, LLC Requisition Number 1, in the
84 amount of \$70,610.

85

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Osceola Mitigation Partners, LLC Requisition Number 1, in the amount of \$70,610, was approved/ratified.

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91 **SIXTH ORDER OF BUSINESS**

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

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Ms. Suit presented Resolution 2022-11 and read the title.

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

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SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2022

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Ms. Suit presented the Unaudited Financial Statements as of January 31, 2022.

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In response to a Board Member’s request, Ms. Suit would have Accounting separate the Series 2022 Bonds into five sub accounts titled, Area 2, ED2, ED5, ED6 North and Area-wide, and create and forward a separate construction report for each sub account.

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of January 31, 2022, were accepted.

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EIGHTH ORDER OF BUSINESS

Approval of February 10, 2022 Public Hearings and Regular Meeting Minutes

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Ms. Suit presented the February 10, 2022 Public Hearings and Regular Meeting Minutes.

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On MOTION by Mr. Mays and seconded by Mr. Wanas, with all in favor, the February 10, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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NINTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: *Kutak Rock, LLP*

There was nothing further to report.

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

There was no report.

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141

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

143 • NEXT MEETING DATE: April 7, 2022 at 9:00 A.M.

144 ○ QUORUM CHECK

145 The next meeting would be held on April 7, 2022.

146

147 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

148

149 Mr. Wanas recalled that, at the previous meeting, the Board approved a contract with
150 Florida Wall Concepts, in a not-to-exceed amount of \$100,000. He asked to increase the
151 amount from \$100,000 to \$200,000 to cover contingencies and additional expenses.

152

153 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor,**
154 **increasing the not-to-exceed amount of the Florida Wall Concepts contract**
155 **from \$100,000 to \$200,000, was approved.**

156

157

158 ELEVENTH ORDER OF BUSINESS

Public Comments

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160 There were no public comments.

161

162 TWELFTH ORDER OF BUSINESS

Adjournment

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164 There being nothing further to discuss, the meeting adjourned.

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166 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
167 **meeting adjourned at 9:33 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

13A

MEMORANDUM

TO: District Manager

FROM: Michael C. Eckert

DATE: March 29, 2022

RE: Best Practices for Responding to Public Records Requests

Over the past few months, we have seen an uptick in public records requests. While public records requests can be frustrating for all parties for a variety of reasons, it is important for a community development district to follow the law and to implement best practices. This will help the public receive the information they are seeking in a consistent and timely manner, while at the same time providing protection for the District should litigation over a public records request arise. Please keep in mind that the law regarding public records requests continues to evolve. In addition, this memorandum is not comprehensive and additional issues will invariably arise which will require further analysis. If at any time you have questions, please contact our office for guidance.

A few reminders on public records are in order.

1. A public records request does not have to be in writing.
2. A public records request does not have to be signed.
3. A public records request does not have to provide the name of the person requesting the records.
4. You cannot require the requestor to show identification.
5. You should not ask the requestor the purpose of the request, unless it is necessary to understand what records they are seeking.
6. You should not respond to a public records request by referring a person to a website in lieu of providing the requested record.
7. There is no obligation for you or the District to create a new record in response to a request.
8. There is no obligation for you or the District to answer questions in response to a request.
9. Public records requests occasionally seek records that should not be, or are not permitted to be, produced under Florida law. If you have any question regarding whether a document requested is “*exempt*” or “*exempt and confidential*” under Florida law, seek legal guidance from our office before production.

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Based on current Florida law, below are some best practices that we encourage your office to implement and follow.

Initiation of Process

A public records request is received by a supervisor, a member of district staff, a district employee, or a contractor to the district.

Step One (all supervisors, staff, district employees and contractors)

Immediately send or communicate the request to the District Secretary or their designee for a coordinated and consistent response.

Step Two (District Secretary or their designee)

Acknowledge in writing that the request has been received. This step should be completed without delay.

Example: The District is in receipt of your public records request dated _____ . Your request will be processed in accordance with the District's Rules and Policies and Florida law.

Step Three (District Secretary or their designee)

Determine whether the request is seeking paper copies or electronic records.

Step Four (District Secretary or their designee)

Determine whether the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance. If the time to respond is in excess of 15 minutes, it is presumed to require extensive use of information technology resources or extensive clerical or supervisory assistance.

Step Five (District Secretary or their designee)

If the nature or volume of records requested does not require extensive use of information technology resources or extensive clerical or supervisory assistance, contact each District staff member or Board member who may have responsive records and assemble the requested records and move to step 6A.

If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, do not assemble the records at this time and move to step 6B.

Step 6A (District Secretary or their designee)

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain

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information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review. After you hear back from District Counsel as to what records may be produced, produce the records. If any documents requested are not to be produced because they are exempt, or confidential and exempt, District Counsel will provide you with something in writing to deliver to the requestor which references the specific statutory basis for the withholding of the records. If paper records are requested, you should collect the copy charges from the requestor before providing the records. The amounts you can charge for copies and certified copies is set forth on Exhibit A hereto. Please ensure that you maintain a record of the date, time and manner in which you produced the records. *This is the final step when the request does not involve extensive use of information technology resources or extensive clerical or supervisory assistance.*

Step 6B (District Secretary or their designee)

When the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, you will need to estimate the special service fee that will be charged to process the request. You will also need to estimate the amount to be charged for paper copies, if requested. Understand that the special service charge is applicable to staff time spent responding to the request. Each staff member should be requested to provide their hourly rate for a special service fee (as calculated above) and an estimate of the time necessary for them to respond to the request. Board members should not charge for their time responding to public records requests. The special service charge must be based on the hourly wage (and benefits) of the person or persons responding to the request. In addition, the rate to be charged should be the rate for the person with the lowest hourly wage (and benefits) that is competent to respond to the request.

Example: If a recording secretary is paid \$40,000 a year and his or her benefits are valued at \$10,000 per year, works 50 weeks a year at 40 hours per week, that is a total of 2000 hours. \$50,000 total compensation and benefits divided by 2000 hours equals a special service charge of \$25 per hour.

Step 7 (District Secretary or their designee)

After you have spoken with all staff members who may have responsive records and determined the estimated special service fee, contact the requestor in writing to inform the requestor of the estimate and request payment before the response is compiled. This is a very important step in the process to complete with accuracy and consistency.

Example: Dear [Requestor]:

Below you will find the special service charge estimate for production of the records you have requested. A special service charge is necessary due to the fact that the nature and volume of the records requested will require extensive clerical and supervisory assistance to fully respond to the requests. [Responsive records could include notes, correspondence, emails,

meeting minutes, audio meeting recordings, agreements, drafts, reports, etc. over approximately the past _____ years.]

The estimate below assumes you want copies emailed to you and not paper copies. If you are requesting paper copies, there will be an additional duplication charge. Please clarify if you want paper copies.

Estimated Special Service Charge:

District Administrative

\$ _____ (estimated _____ hours @ \$ _____ per hour)

District Manager

\$ _____ (estimated _____ hours @ \$ _____ per hour)

District Engineer

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Paralegal

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Legal Counsel

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Total Estimated Charge: \$ _____

A check for the estimated charge should be made payable to the _____ Community Development District and mailed to the following:

[INSERT DISTRICT MANAGER ADDRESS]

Upon receipt of your payment, we will begin the process of gathering the documents and reviewing applicable exemptions. If our estimate is higher than our actual expenses, we will refund the difference. If our actual costs are higher than our estimate, we will provide the additional charges to you and we will expect prompt payment.

Please confirm you want the documents sent by electronic mail to: _____.

[You have requested that your public records request be treated as continuing. Such is inconsistent with Florida law and the request will not

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be treated by the District as continuing. See Florida Attorney General Informal Opinion to Worch, June 15, 1995.]

[In relation to the transcripts of shade sessions held on _____, _____, and _____ [DISTRICT MANAGER: INSERT SHADE SESSION MEETING DATES FOR THE LITIGATION], for separate and independent reasons, the records you requested are exempt and confidential under sections 286.011(8) and 119.07(1)(d) of the Florida Statutes. Such records remain exempt and confidential until the conclusion of the litigation or adversarial administrative proceedings, meaning a suit has been dismissed with prejudice or the statute of limitations has run. This position is based on Florida Attorney General Opinion 94-33. Therefore, these transcripts are not being produced.]

For questions, please contact _____ @ _____ (_____ - _____).

Step 8 (District Secretary or their designee)

Collect the special service charge estimate.

Step 9 (District Secretary or their designee)

Compile the requested records from all District staff and board members. Inform all staff members to keep track of their time spent responding to the request in tenth or quarter hour increments.

Step 10 (District Secretary or their designee)

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review.

Step 11 (District Secretary or their designee)

After you hear back from District Counsel, compare the amount of the estimated special service charge to the amount of time actually expended responding to the request. If the estimated special service charge proves to be too high, provide a refund to the requestor. If the estimated special service charge proves to be too low, contact the requestor and seek the balance of the special service charge due. If the person refuses to pay, contact District Counsel for further instructions prior to producing the records.

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Step 12 (District Secretary or their designee)

Produce the records. Please ensure that you maintain a record of the date, time and manner in which you produced the records.

Exhibit A

Excerpt from Rule of Procedure 1.2(2) (Most recent Kutak Rock version)

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor

costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word “extensive” shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

13C

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