

EDGEWATER EAST

COMMUNITY DEVELOPMENT

DISTRICT

May 10, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

May 3, 2023

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

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

NOTE: Meeting Time

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on May 10, 2023 at 1:00 p.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-05, Approving Proposed Budget(s) for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Declaring Special Assessments to Fund the Proposed Budget(s) Pursuant to Chapters 170 and 190, Florida Statutes Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Ratification of Assignment of Impact Fee Credits (Parcel 2)
5. Ratification of Partial Assignment and Assumption of True-Up Obligations
6. Consideration of GAI Consultants, Inc., Proposal for Construction Administration [Edgewater Neighborhood ED6 Phase 1 Roadway]
7. Consideration of Change Order No. 012 [Phase 1 Civil Work]
8. Ratification of Florida Wall Concepts, Inc. Request for Change #1 [Crossprairie]
9. Acceptance of Unaudited Financial Statements as of March 31, 2023
10. Approval of April 6, 2023 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*

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

- 2 Registered Voters in District as of April 15, 2023
- NEXT MEETING DATE: June 1, 2023 at 9:00 AM

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ROBERT WANAS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

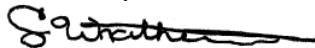
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET(S) PURSUANT TO CHAPTERS 170 AND 190, FLORIDA STATUTES ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Edgewater East Community Development District ("**District**") prior to June 15, 2023, proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170 and 190, *Florida Statutes* ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170 and 190, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the "**District's Office**," 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph. 561-571-0010. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, *Florida Statutes*.

3. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741

4. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2023.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A
Fiscal Year 2023/2024 Proposed Budget

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2021	5
Amortization Schedule - Series 2021	6 - 7
Debt Service Fund Budget - Series 2022	8
Amortization Schedule - Series 2022	9 - 10
Assessment Summary	11

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ 503,857	\$ 370,110	\$ 133,747	\$ 503,857	\$ 807,231
Landowner contribution	-	14,938	2,678	17,616	-
Total revenues	<u>503,857</u>	<u>385,048</u>	<u>136,425</u>	<u>521,473</u>	<u>807,231</u>
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	18,428	31,572	50,000	50,000
Engineering	7,500	850	6,650	7,500	7,500
Audit	6,500	4,000	2,500	6,500	6,500
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee - Series 2021	5,725	-	5,725	5,725	5,725
Trustee - Series 2022	5,725	4,031	1,694	5,725	5,725
DSF accounting - Series 2021	5,500	2,750	2,750	5,500	5,500
DSF accounting - Series 2022	5,500	2,750	2,750	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	252	248	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	590	5,910	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,563	-	5,563	5,750
Contingencies/bank charges	500	87	413	500	500
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	-	-	-	-
Total professional & administrative	<u>152,740</u>	<u>65,741</u>	<u>87,062</u>	<u>152,803</u>	<u>152,990</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Field operations					
Accounting	2,500	-	2,500	2,500	2,500
Streetlighting	50,120	-	50,120	50,120	80,114
Repairs and maintenance	12,000	-	12,000	12,000	24,386
Electricity	3,600	2,410	1,190	3,600	6,586
Landscape maint.					
Maintenance contract	252,885	120,093	132,792	252,885	357,117
Plant replacement	12,000	-	12,000	12,000	17,857
Landscape contingency	6,000	-	6,000	6,000	8,927
Irrigation	12,000	273	11,727	12,000	156,774
Total field operations	<u>351,105</u>	<u>122,776</u>	<u>228,329</u>	<u>351,105</u>	<u>654,261</u>
Total expenditures	<u>503,845</u>	<u>188,517</u>	<u>315,391</u>	<u>503,908</u>	<u>807,251</u>
Excess/(deficiency) of revenues over/(under) expenditures	12	196,531	(178,966)	17,565	(20)
Fund balance - beginning (unaudited)	1,618,095	(17,545)	178,986	(17,545)	20
Committed					
Impact fee collections	1,618,095	1,618,095	1,618,095	1,618,095	1,618,095
Unassigned	12	(1,439,109)	(1,618,075)	(1,618,075)	(1,618,095)
Fund balance - ending (projected)	<u>\$ 1,618,107</u>	<u>\$ 178,986</u>	<u>\$ 20</u>	<u>\$ 20</u>	<u>\$ -</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Management/admin/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	50,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	7,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee - Series 2021	5,725
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Trustee - Series 2022	5,725
DSF accounting - Series 2021	5,500
DSF accounting - Series 2022	5,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,750
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Field operations

Accounting	2,500
Stormwater management	
Streetlighting	80,114
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance. Cross-Prairie Pkwy, ED5 Roadway Ph 1,	
Repairs and maintenance	24,386
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	6,586
Cover the costs of electricity for the monument low voltage lighting. Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape maint.	
Maintenance contract	357,117
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments. Cross-Prairie Pkwy. ED5 Roadway Ph 1. Clay Whaley Row Ph1	
Plant replacement	17,857
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	8,927
Irrigation	156,774
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Total expenditures	<u><u>\$ 807,251</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2024**

	Fiscal Year 2023			Proposed Budget FY 2024	
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		Total Actual & Projected
REVENUES					
Special assessment: off-roll	\$ 1,112,587	\$ 688,952	\$ 300,151	\$ 989,103	\$ 1,112,587
Assessment prepayments	-	-	-	-	-
Lot closing assessments	-	123,484	-	123,484	-
Interest	-	23,822	-	23,822	-
Total revenues	<u>1,112,587</u>	<u>836,258</u>	<u>300,151</u>	<u>1,136,409</u>	<u>1,112,587</u>
EXPENDITURES					
Debt service					
Principal	405,000	-	405,000	405,000	420,000
Interest	707,955	353,977	353,978	707,955	697,830
Total expenditures	<u>1,112,955</u>	<u>353,977</u>	<u>758,978</u>	<u>1,112,955</u>	<u>1,117,830</u>
Excess/(deficiency) of revenues over/(under) expenditures	(368)	482,281	(458,827)	23,454	(5,243)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(17,640)	-	(17,640)	-
Total other financing sources/(uses)	<u>-</u>	<u>(17,640)</u>	<u>-</u>	<u>(17,640)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(368)	464,641	(458,827)	5,814	(5,243)
Beginning fund balance (unaudited)	1,481,220	1,481,666	-	1,481,666	1,487,480
Ending fund balance (projected)	<u>\$1,480,852</u>	<u>\$1,946,307</u>	<u>\$ (458,827)</u>	<u>\$1,487,480</u>	<u>1,482,237</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,112,580)
Principal and Interest expense - November 1, 2024					(343,665)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 25,992</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2023			348,915.00	348,915.00	19,095,000.00
5/1/2024	420,000.00	2.500%	348,915.00	768,915.00	18,675,000.00
11/1/2024			343,665.00	343,665.00	18,675,000.00
5/1/2025	430,000.00	2.500%	343,665.00	773,665.00	18,245,000.00
11/1/2025			338,290.00	338,290.00	18,245,000.00
5/1/2026	440,000.00	2.500%	338,290.00	778,290.00	17,805,000.00
11/1/2026			332,790.00	332,790.00	17,805,000.00
5/1/2027	450,000.00	3.100%	332,790.00	782,790.00	17,355,000.00
11/1/2027			325,815.00	325,815.00	17,355,000.00
5/1/2028	465,000.00	3.100%	325,815.00	790,815.00	16,890,000.00
11/1/2028			318,607.50	318,607.50	16,890,000.00
5/1/2029	480,000.00	3.100%	318,607.50	798,607.50	16,410,000.00
11/1/2029			311,167.50	311,167.50	16,410,000.00
5/1/2030	495,000.00	3.100%	311,167.50	806,167.50	15,915,000.00
11/1/2030			303,495.00	303,495.00	15,915,000.00
5/1/2031	510,000.00	3.100%	303,495.00	813,495.00	15,405,000.00
11/1/2031			295,590.00	295,590.00	15,405,000.00
5/1/2032	530,000.00	3.600%	295,590.00	825,590.00	14,875,000.00
11/1/2032			286,050.00	286,050.00	14,875,000.00
5/1/2033	550,000.00	3.600%	286,050.00	836,050.00	14,325,000.00
11/1/2033			276,150.00	276,150.00	14,325,000.00
5/1/2034	570,000.00	3.600%	276,150.00	846,150.00	13,755,000.00
11/1/2034			265,890.00	265,890.00	13,755,000.00
5/1/2035	590,000.00	3.600%	265,890.00	855,890.00	13,165,000.00
11/1/2035			255,270.00	255,270.00	13,165,000.00
5/1/2036	610,000.00	3.600%	255,270.00	865,270.00	12,555,000.00
11/1/2036			244,290.00	244,290.00	12,555,000.00
5/1/2037	635,000.00	3.600%	244,290.00	879,290.00	11,920,000.00
11/1/2037			232,860.00	232,860.00	11,920,000.00
5/1/2038	655,000.00	3.600%	232,860.00	887,860.00	11,265,000.00
11/1/2038			221,070.00	221,070.00	11,265,000.00
5/1/2039	680,000.00	3.600%	221,070.00	901,070.00	10,585,000.00
11/1/2039			208,830.00	208,830.00	10,585,000.00
5/1/2040	705,000.00	3.600%	208,830.00	913,830.00	9,880,000.00
11/1/2040			196,140.00	196,140.00	9,880,000.00
5/1/2041	730,000.00	3.600%	196,140.00	926,140.00	9,150,000.00
11/1/2041			183,000.00	183,000.00	9,150,000.00
5/1/2042	760,000.00	4.000%	183,000.00	943,000.00	8,390,000.00
11/1/2042			167,800.00	167,800.00	8,390,000.00
5/1/2043	790,000.00	4.000%	167,800.00	957,800.00	7,600,000.00
11/1/2043			152,000.00	152,000.00	7,600,000.00
5/1/2044	825,000.00	4.000%	152,000.00	977,000.00	6,775,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			135,500.00	135,500.00	6,775,000.00
5/1/2045	855,000.00	4.000%	135,500.00	990,500.00	5,920,000.00
11/1/2045			118,400.00	118,400.00	5,920,000.00
5/1/2046	890,000.00	4.000%	118,400.00	1,008,400.00	5,030,000.00
11/1/2046			100,600.00	100,600.00	5,030,000.00
5/1/2047	925,000.00	4.000%	100,600.00	1,025,600.00	4,105,000.00
11/1/2047			82,100.00	82,100.00	4,105,000.00
5/1/2048	965,000.00	4.000%	82,100.00	1,047,100.00	3,140,000.00
11/1/2048			62,800.00	62,800.00	3,140,000.00
5/1/2049	1,005,000.00	4.000%	62,800.00	1,067,800.00	2,135,000.00
11/1/2049			42,700.00	42,700.00	2,135,000.00
5/1/2050	1,045,000.00	4.000%	42,700.00	1,087,700.00	1,090,000.00
11/1/2050			21,800.00	21,800.00	1,090,000.00
5/1/2051	1,090,000.00	4.000%	21,800.00	1,111,800.00	-
Total	19,095,000.00		12,343,170.00	31,438,170.00	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Special assessment: off-roll	\$ 1,930,402	\$ 1,322,518	\$ 607,884	\$ 1,930,402	\$ 1,930,402
Interest	-	33,389	-	33,389	-
Total revenues	<u>1,930,402</u>	<u>1,355,907</u>	<u>607,884</u>	<u>1,963,791</u>	<u>1,930,402</u>
EXPENDITURES					
Principal	640,000	-	640,000	640,000	660,000
Interest	1,298,094	649,047	649,047	1,298,094	1,278,894
Total expenditures	<u>1,938,094</u>	<u>649,047</u>	<u>1,289,047</u>	<u>1,938,094</u>	<u>1,938,894</u>
Excess/(deficiency) of revenues over/(under) expenditures	(7,692)	706,860	(681,163)	25,697	(8,492)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(30,706)	-	(30,706)	-
Total other financing sources/(uses)	<u>-</u>	<u>(30,706)</u>	<u>-</u>	<u>(30,706)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(7,692)	676,154	(681,163)	(5,009)	(8,492)
Beginning fund balance (unaudited)	2,585,174	2,575,788	-	2,575,788	2,570,779
Ending fund balance (projected)	<u>\$ 2,577,482</u>	<u>\$ 3,251,942</u>	<u>\$ (681,163)</u>	<u>\$ 2,570,779</u>	<u>2,562,287</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2024					(629,547)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 2,340</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2023			639,446.88	639,446.88	33,285,000.00
5/1/2024	660,000.00	3.000%	639,446.88	1,299,446.88	32,625,000.00
11/1/2024			629,546.88	629,546.88	32,625,000.00
5/1/2025	680,000.00	3.000%	629,546.88	1,309,546.88	31,945,000.00
11/1/2025			619,346.88	619,346.88	31,945,000.00
5/1/2026	700,000.00	3.000%	619,346.88	1,319,346.88	31,245,000.00
11/1/2026			608,846.88	608,846.88	31,245,000.00
5/1/2027	720,000.00	3.000%	608,846.88	1,328,846.88	30,525,000.00
11/1/2027			598,046.88	598,046.88	30,525,000.00
5/1/2028	745,000.00	3.375%	598,046.88	1,343,046.88	29,780,000.00
11/1/2028			585,475.00	585,475.00	29,780,000.00
5/1/2029	770,000.00	3.375%	585,475.00	1,355,475.00	29,010,000.00
11/1/2029			572,481.25	572,481.25	29,010,000.00
5/1/2030	795,000.00	3.375%	572,481.25	1,367,481.25	28,215,000.00
11/1/2030			559,065.63	559,065.63	28,215,000.00
5/1/2031	825,000.00	3.375%	559,065.63	1,384,065.63	27,390,000.00
11/1/2031			545,143.75	545,143.75	27,390,000.00
5/1/2032	850,000.00	3.375%	545,143.75	1,395,143.75	26,540,000.00
11/1/2032			530,800.00	530,800.00	26,540,000.00
5/1/2033	885,000.00	4.000%	530,800.00	1,415,800.00	25,655,000.00
11/1/2033			513,100.00	513,100.00	25,655,000.00
5/1/2034	920,000.00	4.000%	513,100.00	1,433,100.00	24,735,000.00
11/1/2034			494,700.00	494,700.00	24,735,000.00
5/1/2035	960,000.00	4.000%	494,700.00	1,454,700.00	23,775,000.00
11/1/2035			475,500.00	475,500.00	23,775,000.00
5/1/2036	995,000.00	4.000%	475,500.00	1,470,500.00	22,780,000.00
11/1/2036			455,600.00	455,600.00	22,780,000.00
5/1/2037	1,035,000.00	4.000%	455,600.00	1,490,600.00	21,745,000.00
11/1/2037			434,900.00	434,900.00	21,745,000.00
5/1/2038	1,080,000.00	4.000%	434,900.00	1,514,900.00	20,665,000.00
11/1/2038			413,300.00	413,300.00	20,665,000.00
5/1/2039	1,125,000.00	4.000%	413,300.00	1,538,300.00	19,540,000.00
11/1/2039			390,800.00	390,800.00	19,540,000.00
5/1/2040	1,170,000.00	4.000%	390,800.00	1,560,800.00	18,370,000.00
11/1/2040			367,400.00	367,400.00	18,370,000.00
5/1/2041	1,215,000.00	4.000%	367,400.00	1,582,400.00	17,155,000.00
11/1/2041			343,100.00	343,100.00	17,155,000.00
5/1/2042	1,265,000.00	4.000%	343,100.00	1,608,100.00	15,890,000.00
11/1/2042			317,800.00	317,800.00	15,890,000.00
5/1/2043	1,320,000.00	4.000%	317,800.00	1,637,800.00	14,570,000.00
11/1/2043			291,400.00	291,400.00	14,570,000.00
5/1/2044	1,370,000.00	4.000%	291,400.00	1,661,400.00	13,200,000.00
11/1/2044			264,000.00	264,000.00	13,200,000.00
5/1/2045	1,430,000.00	4.000%	264,000.00	1,694,000.00	11,770,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045			235,400.00	235,400.00	11,770,000.00
5/1/2046	1,485,000.00	4.000%	235,400.00	1,720,400.00	10,285,000.00
11/1/2046			205,700.00	205,700.00	10,285,000.00
5/1/2047	1,550,000.00	4.000%	205,700.00	1,755,700.00	8,735,000.00
11/1/2047			174,700.00	174,700.00	8,735,000.00
5/1/2048	1,610,000.00	4.000%	174,700.00	1,784,700.00	7,125,000.00
11/1/2048			142,500.00	142,500.00	7,125,000.00
5/1/2049	1,675,000.00	4.000%	142,500.00	1,817,500.00	5,450,000.00
11/1/2049			109,000.00	109,000.00	5,450,000.00
5/1/2050	1,745,000.00	4.000%	109,000.00	1,854,000.00	3,705,000.00
11/1/2050			74,100.00	74,100.00	3,705,000.00
5/1/2051	1,815,000.00	4.000%	74,100.00	1,889,100.00	1,890,000.00
11/1/2051			37,800.00	37,800.00	1,890,000.00
5/1/2052	1,890,000.00	4.000%	37,800.00	1,927,800.00	-
Total	33,285,000.00		23,258,000.06	56,543,000.06	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Assessment Area One, Post-Expansion, Off-roll assessments

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	553	\$ 187.51	\$ 1,224.94	\$ 1,412.45	\$ 1,341.98
Single Family 2	197	187.51	979.96	1,167.47	1,097.00
Multi Family	323	187.51	749.67	937.18	866.71
Total	1,073				

Assessment Area Two, Post-Expansion, Off-roll assessments

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	727	\$ 187.51	\$ 1,224.94	\$ 1,412.45	\$ 1,341.98
Single Family 2	404	187.51	979.96	1,167.47	1,097.00
Multi Family	859	187.51	749.67	937.18	866.71
Total	1,990				

Future Phase(s), Off-roll assessments

Product	Units	FY 2024 O&M Assessment per Unit	Not Applicable	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	455	\$ 187.51	n/a	\$ 187.51	\$ 117.04
Single Family 2	121	187.51	n/a	187.51	117.04
Multi Family	666	187.51	n/a	187.51	117.04
Total	1,242				

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4

ASSIGNMENT OF IMPACT FEE CREDITS

(PARCEL 2)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this “**Assignment**”) is made and entered into as of the ___ day of May, 2023 (the “**Effective Date**”), by and between **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**Assignor**”), and **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and Edgewater Property Florida Holdings III, LLC, a Delaware limited liability company (collectively, the “**Seller**”), as seller, and Assignee, as purchaser, are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated October 27, 2020 (as amended, the “**Purchase Contract**”).

WHEREAS, on even date herewith, pursuant to the Purchase Contract, Seller conveyed to Assignee fee simple title to Parcel 2, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

WHEREAS, in connection with the Parcel 2 Closing, pursuant to Section 11.10 of the Purchase Contract, Assignee purchased from Assignor certain water and sewer impact fee credits impact fee credits relating to the Property, as set forth on **Exhibit B** attached hereto and incorporated herein (the “**Impact Fee Credits**”).

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Defined Terms**. Unless expressly defined herein, all capitalized terms used herein shall have the meaning given to such term in the Purchase Contract.
3. **Assignment of Impact Fee Credits**. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits and Assignee hereby assumes all of Assignor’s right, title and interest in and to the Impact Fee Credits.
4. **Representations**. Assignor hereby represents and warrants to Assignee that (i) Assignor’s interest in the Impact Fee Credits is free and clear of any claims, liens or interests; (ii)

Assignor has full authority and right to enter into this Assignment; and (iii) Assignor has not previously assigned, conveyed or pledged such Impact Fee Credits.

5. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by the City of St. Cloud or Toho Water Authority to formally transfer the Impact Fee Credits to Assignee. Assignee acknowledges and agrees that if, for any reason, Assignee uses any impact fee credits other than the Impact Fee Credits specifically assigned to Assignee under this Assignment (or assigned to Assignee by Assignor or Edgewater Property Holdings, LLC under any additional written assignment), then, promptly upon demand, Assignee shall pay to Assignor the cost of any such misused impact fee credits.

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

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

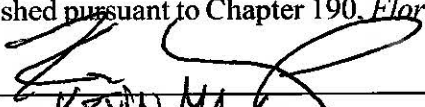
8. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal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

[Signatures appear on following pages]

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

ASSIGNOR:

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

By: 
Name: KEVIN MAYS
Title: Vice Chairman

[Signature Page of Assignee to Follow]

ASSIGNEE:

M/I HOMES OF ORLANDO, LLC, a Florida
limited liability company


By: 
Name: Fred SIKORSKI
Title: Vice President

EXHIBIT A

LOT 7 OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGE 25, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

FORMERLY DESCRIBED AS FOLLOWS:

Survey 7 – Builder 3 Phase 2C

BUILDER 3 - EDGEWATER PHASE ED4

A PARCEL OF LAND BEING A PORTION OF LOTS 81, 95, 96, 97, 98, 111 AND 112, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF LOTS 88, 89 AND 104, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTION OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 409.13 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST, A DISTANCE OF 178.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1262.50 FEET, A CHORD BEARING OF SOUTH 45°08'13" EAST AND A CHORD DISTANCE OF 1781.17 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°43'34", A DISTANCE OF 1977.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 158.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF NORTH 78°54'41" EAST, AND A CHORD DISTANCE OF 8.43 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'22", A DISTANCE OF 8.49 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 29.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 31.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 74°47'33" EAST, A DISTANCE OF 24.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 23.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 125.25 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 86°06'13" EAST, A DISTANCE OF 97.63 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 187.60 FEET; THENCE RUN NORTH 85°08'58" EAST, A DISTANCE OF 81.46 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 16.21 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 115.25 FEET; THENCE RUN NORTH 75°19'22" EAST, A DISTANCE OF 670.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE RUN SOUTH 07°25'37" EAST ALONG SAID WEST RIGHT

OF WAY LINE, A DISTANCE OF 658.07 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 73°14'06" WEST, A DISTANCE OF 1250.51 FEET; THENCE RUN NORTH 16°45'54" WEST, A DISTANCE OF 161.64 FEET; THENCE RUN SOUTH 89°43'34" WEST, A DISTANCE OF 132.94 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 45°16'26" WEST AND A CHORD DISTANCE OF 106.07 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 570.60 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 44°53'32" WEST AND A CHORD DISTANCE OF 35.12 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°14'13", A DISTANCE OF 38.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
IMPACT FEE CREDITS

Total Impact Fee Credits: \$1,123,408.00, applied as follows:

- **Sewer Impact Fee Credits:** \$407,935.00*
- **Water Impact Fee Credits:** \$715,473.00**

On September 30, 2021, Assignee paid a total of \$504,000.00 to acquire certain water and sewer impact fee credits, as reflected on the Parcel 1 closing statement.

*As of the Effective Date of this Assignment, Assignee has acquired a total of \$767,935.00 in sewer impact fee credits from Assignor and/or Edgewater Property Holdings, LLC, which covers a total of one hundred eight-five (185) whole lots within the Property, at the current impact fee rate of \$4,151.00 per lot.

** As of the Effective Date of this Assignment, Assignee has acquired a total of \$859,473.00 in water impact fee credits from Assignor and/or Edgewater Property Holdings, LLC, which covers a total of two hundred sixty-one (261) whole lots within the Property, at the current impact fee rate of \$3,293.00 per lot.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5

This instrument prepared by and return to:

Heidi Boyles, Esquire
Greenspoon Marder LLP
Capital Plaza I, Suite 500
201 East Pine Street
Orlando, FL 32801 407/425-6559

PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS (this "**Assignment**") is made and entered into as of the ___ day of May, 2023 (the "**Effective Date**"), by and between **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC ("Developer")**, **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company ("**Assessment Area One Landowner**," and, together with Developer, collectively, "**Assignor**"), and **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**Assignee**," and, together with Assignor, individually a "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, Assignor and Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**") are parties to that certain Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds (Assessment Area One-2021 Bonds) dated March 16, 2021 and recorded at Official Records Book 5914, Page 1664 of the Official Records of Osceola County, Florida (the "**True-Up Agreement**").

WHEREAS, on even date herewith, Assignor conveyed to Assignee fee simple title to a portion of the Assessment Area One Lands, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

WHEREAS, in connection with the conveyance of the Property to Assignee, pursuant to Section 4E of the True-Up Agreement, Assignor desires to assign to Assignee and Assignee desires to assume the obligation to make True-Up Payments to the District with respect to the Property, as more particularly set forth herein.

IN CONSIDERATION of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

DISTRICT CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION

DISTRICT:

Edgewater East Community Development
District

By: [Signature]
Name: KEVIN MAYS
Title: Vice Chairman
Date: 4/27/23

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27 day of April 2023,
by means of physical presence or online notarization, by Kevin Mays, as
Vice Chairman of Edgewater East Community Development District, a
personally known. He/She is personally known to me or has produced
personally known as identification.

(Notary Seal)

[Signature]
Printed Name: Jess R Bonerigo
Notary Public - State of Florida
My Commission Expires: 1/24/25
My Serial Number is: 084212



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6



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

T 407.423.8398
F 407.843.1070

April 14, 2023

Project No. R201042.02

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

Proposal
Professional Services
Edgewater Neighborhood ED6 Phase 1 Roadway – Construction Administration
St. Cloud, Florida

Dear Mr. Hindle:

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to Edgewater East CDD, (Client) for the performance of the professional services described below in the Scope of Services for the project stated above.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services for ED6 Phase 1 Roadway:

Task 1 – Construction Administration

1.0 Construction Administration

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

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide “for construction use” final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, SFWMD, and Toho Water Authority, and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure before Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates a **12-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and receipt from the Client’s contractor of an “as-built” survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare

Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to FDEP, Osceola County, Toho Water Authority, and the SFWMD.

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

Additional Services

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

Services Not Included

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

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

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

Reimbursable Expenses

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

Schedule

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

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the

Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary) without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1.

Payment

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

Assumptions and Understandings

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

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

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

Sincerely,
GAI Consultants, Inc.

Anthony P. Reddeck

Tony Reddeck
Engineering Director

Kathleen S. Leo, P.E.
Vice President

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary
Exhibit A – Terms and Conditions for Professional Services
Exhibit B – 2023 Community Development Florida Rate Schedule

REQUESTED AND AUTHORIZED BY:

Edgewater East Community Development District

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Table 1
Estimated Cost Summary
Professional Services
Edgewater Neighborhood ED6 – Phase 1 Roadway

Task	Estimated Fee
1.0 Construction Administration (12-months, \$3,000/month)	\$36,000

EXHIBIT A
Terms and Conditions for Professional Services

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

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

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

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

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

3. Invoicing/Payment

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

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous Terms of Agreement

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

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

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

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

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

END OF TERMS AND CONDITIONS

Additional Terms and Conditions

Whereas, Edgewater East Community Development District (“Owner” or “Client”) and GAI Consultants, Inc. (“GAI” or “Consultant”) desire to modify, amend, supplement or supersede certain portions of the Agreement as more particularly described below and which shall take precedence over any conflicting or ambiguous provision or term in the Agreement.

Covenants

1. The foregoing recital is incorporated herein as true and correct.
2. Any references to “BTI Partners” or “BTI” in the Agreement are deleted and “Edgewater East Community Development District” is substituted therein for such references.
3. To the Section entitled “Compensation” the following is added: “The foregoing schedule of fees are lump sum and represent the full and complete fees due GAI in order to fully complete all tasks described above.” (subject to Section 4 Changes)
4. Exhibit “A”, Standard Terms and Conditions, delete Sections 3A-B and insert the following:

“Invoicing.

 - a. Fees for professional services and reimbursements will be invoiced monthly and will be submitted by the first of each month for the immediately preceding thirty day period. Fees and reimbursable expenses not invoiced within ninety (90) days of the work performed or cost incurred will be deemed waived. Payment shall be made within forty (40) days of the 1st of the month following receipt. Each invoice will contain a detailed description of all work and costs incurred to Owner’s satisfaction and will show the percentage of work accomplished to date for the scope of work reflected in the invoice. Should GAI fail to complete a portion of the scope of work for the lump sum amount allocated to it, GAI shall bear all additional expense in order to finish that portion of the scope of work. No work or expense incurred outside the scope of work described in this agreement shall be paid unless GAI timely submits an “Additional Services Invoice” clearly detailing the work and expense and explaining the basis for why the services were not encompassed in the Proposal’s Scope of Work and containing the Owner’s written authorization for such work or expense. Any ambiguity in whether the work or expense was encompassed in the Scope of Work shall be reasonably decided by Owner. Unpaid invoices will accrue interest at the rate of ten percent per annum. Invoices are to be emailed to kkramer@btipartners.com.
 - b. GAI shall provide a lien release with all invoices for payment. All fees and expenses are net US Dollars exclusive of transfer costs and tariffs.”
5. Exhibit “A”, Standard Terms and Conditions, to the end of Section 3C, add: “GAI will incur no expenses in excess of \$1,000 without notifying Owner in advance and securing

Owner's written approval. All expenses will be documented with supporting receipts, invoices and such other supporting documentation."

6. Exhibit "A", Standard Terms and Conditions, to the end of Section 5F add: "Similarly, GAI will designate a representative equally empowered with respect to the services rendered under the Agreement."
7. Exhibit "A", Standard Terms and Conditions, delete Section 5I.
8. Exhibit "A", Standard Terms and Conditions, add a new Section 7E:

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

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

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

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

services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, and \$2,000,000 products completed operations aggregate. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement.

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

liability arising out of the work or services for a minimum period of not less than the greater of three (3) years after final completion of the work or services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose and shall include coverage for loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the project, any other land, the atmosphere, or any water course or body of water (collectively, a "Release"), whether such Release is gradual or sudden and accidental.

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

- g. **Property Insurance.** GAI shall be solely responsible for GAI's supplies, materials, tools and any other property used in connection with the work or services, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.

- h. **Other Insurance.** Such other insurance coverages in such form and amounts as may be required by Client or Client's lender(s) from time to time.

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

- III. **Limitation of Damages.** Client agrees the liability, if any, of GAI to Client whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the greater of (i) the amount of insurance proceeds available in connection with the settlement or satisfaction of the claim; or (ii) \$1,000,000. Limitation of liability shall not apply in the event of damage or loss arriving out of GAI's fraud, gross negligence, or willful misconduct.
- IV. **Indemnification.** To the fullest extent permitted by law, GAI ("Indemnitor") shall indemnify, defend (except with respect to professional liability claims) and hold harmless Client, its officers, directors or employees of any of them and the Additional Insureds (as defined herein) (collectively "Indemnitee or Indemnitees") from and against claims, damages, losses and expenses, including but not limited to the payment and/or reimbursement of any reasonable attorneys' fees, experts' fees and consultants' fees, to the extent caused by (i) the negligent acts, error or omissions of the Indemnitor, or anyone Indemnitor is responsible for, or (ii) a violation of the standard of care whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom. However, the Indemnitor shall have no obligation to indemnify, defend, protect and hold harmless the Indemnitees to the extent any losses or damages arising out of bodily injury to a person or damage to property are caused by or result from the gross negligence of the Indemnitee[s].

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

10. Exhibit "A", Standard Terms and Conditions, delete Section 11.
11. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor.
12. Exhibit "A", Standard Terms and Conditions, to Section 16 B add: "Notwithstanding the foregoing, Owner may assign this Agreement to an affiliate company or successor."
13. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
14. Exhibit "A", Standard Terms and Conditions, delete 1st paragraph of Section 16D and substitute the following:

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

15. Exhibit “A”, Standard Terms and Conditions, to Section 16F(2) add: “Costs associated with termination shall not exceed \$5,000 and shall be described in detail, with supporting documentation, in order to be reimbursable.”

EXHIBIT B
2023 Community Development Florida Rate Schedule

2023 Community Development Rate Schedule

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

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2024. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$235.00
CSG Senior Manager / Asst. Director	\$215.00
CSG Economic and Real Estate Advisory Services Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$175.00
Project Environmental Specialist	\$105.00
Expert Witness	\$350.00
Principal	\$345.00
Technical/Professional 30	\$330.00
Technical/Professional 29	\$315.00
Technical/Professional 28	\$305.00
Technical/Professional 27	\$295.00
Technical/Professional 26	\$280.00
Technical/Professional 25	\$275.00
Technical/Professional 24	\$265.00
Technical/Professional 23	\$250.00
Technical/Professional 22	\$235.00
Technical/Professional 21	\$225.00
Technical/Professional 20	\$215.00
Technical/Professional 19	\$210.00
Technical/Professional 18	\$200.00
Technical/Professional 17	\$190.00
Technical/Professional 16	\$185.00
Technical/Professional 15	\$175.00
Technical/Professional 14	\$170.00
Technical/Professional 13	\$160.00
Technical/Professional 12	\$150.00
Technical/Professional 11	\$140.00
Technical/Professional 10	\$135.00
Technical/Professional 09	\$130.00
Technical/Professional 08	\$120.00
Technical/Professional 07	\$110.00
Technical/Professional 06	\$105.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$95.00
Technical/Professional 03	\$90.00
Technical/Professional 02	\$85.00
Technical/Professional 01	\$80.00
Technical/Support 2	\$80.00
Technical/Support 1	\$65.00

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

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

Edgewater East CDD Phase 1 Civil Work

CHANGE ORDER NO. 012

DATE: April 10, 2023

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 \$ 22,797,476.69

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 25,576.58

The new CONTRACT PRICE including this ORDER will be \$ 22,823,053.27

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 210 days

The date for SUBSTANTIAL COMPLETION of all work
will be unchanged

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

Final quantity over/under reconciliation and remaining fuel surcharges to close out contract.

2. Justification

Final quantity over/under reconciliation and remaining fuel surcharges to close out contract.

11. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact: Final quantity over/under reconciliation and remaining fuel surcharges to close out contract.
2. Justification: Final quantity over/under reconciliation and remaining fuel surcharges to close out contract
3. Payment: 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. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

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:	<u>Edgewater East CDD</u>
Change(s) Ordered by:	<u>Hanson Walter and Associates, Inc.</u>
RECOMMENDED BY:	ACCEPTED BY:
Construction Manager	Contractor
By _____ Signature	By  Signature
Title _____	Title <u>President</u>
Date _____	Date <u>4-11-23</u>
APPROVED BY: <u>Edgewater East CDD</u> (Owner)	
By _____ Signature	By _____ Signature
Title: _____	Title: _____
Date _____	Date _____

END OF SECTION

Change Order #12

EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 2300 Glades Rd., Suite 410W
 BOCA RATON, FL 33431

Distribution EDGEWATER EAST CDD PH.1

 Office Field
 Other

Job: EDGEWATER EAST CDD PH.1
 2074-

Contract Number: 2074- EDGEWATER EAST CDD PH.1

Change Order #: CO12: FINAL QUANTITY RECONCILIATION & REMAIN FUEL SURCHARGE

To (Contractor): Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Change Order Date: 04/10/23

Change Order Page: 1

You are directed to make the following changes in this Contract: Final Quantity over/under reconciliation and remaining fuel surcharges to close out contract.

C.O.

Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
1	6724	-25,149.800	SY	CO12: DEDUCT SOD POND BACK OF CURB	2.40000	-60,359.52
2	6726	68.000	LF	CO12: ADD WM 12" PVC CO2	46.53000	3,164.04
3	6728	-81.000	LF	CO12: DEDUCT WM 12" HDPE CO2	99.54000	-8,062.74
4	6730	1.000	EA	CO12: ADD WM 12" GATEVALVE CO2	3,029.54000	3,029.54
5	6732	-6.000	EA	CO12: DEDUCT WM SINGLE SERVICE CO2	1,168.48000	-7,010.88
6	6734	-51.000	LF	CO12: DEDUCT RM 4" PVC CO2	24.54000	-1,251.54
7	6736	37.500	LF	CO12: ADD RM 8" PVC CO2	26.66000	999.75
8	6738	32.000	LF	CO12: ADD RM 16" PVC CO2	81.02000	2,592.64
9	6740	2.000	EA	CO12: ADD RM 12" GATEVALVE CO2	3,066.26000	6,132.52
10	6742	-2.000	EA	CO12: DEDUCT RM IRRIG METER ASSY	8,460.73000	-16,921.46
11	6744	1.000	.LS	CO12: ADD ODP OUC CONDUIT REMAIN	107,094.00000	107,094.00
12	6746	-1.000	.LS	CO12: DEMO ALLOWANCE DEDUCT	11,703.20000	-11,703.20
13	6748	-386,396.000	SY	CO12: DEDUCT SEED & MULCH CO6	0.30000	-115,918.80
14	6750	-64.000	LF	CO12: DEDUCT STRM 72" RCP CO6	559.60000	-35,814.40
15	6752	1.000	.LS	CO12: ODP STORM STRUCTURE REMAIN	4,026.00000	4,026.00
16	6754	1.000	.LS	CO12: ODP RCP PIPE REMAIN	8,552.00000	8,552.00
17	6756	1.000	.LS	CO12: ODP ANTICIPATED TAX CREDIT BAL	754.67000	754.67
18	6758	-1.000	.LS	CO12: OFF: RESTRIPE KISS PARK RD DEDUCT	14,000.00000	-14,000.00
19	6760	1.000	.LS	CO12: OFF: ODP RCP PIPE REMAIN	15,420.24000	15,420.24
20	6762	1.000	.LS	CO12: OFF: ODP TAX CREDIT BAL	2,851.63000	2,851.63
21	6764	1.000	.LS	CO12: FUEL SURCHARGE BAL REMAIN	142,002.09000	142,002.09
Total for Change Order 12						25,576.58

Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	7,793,015.41
The net change by previously authorized Change Orders was	15,004,461.29
The Contract Sum prior to this Change Order was	22,797,476.69
The Contract Sum will be increased by this Change Order	25,576.58
The new Contract Sum will be	22,823,053.27

Contracts Days Changed By 0 Days

The Contract Time will be unchanged

Authorized By Owner: _____
 EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 BOCA RATON, FL 33431

Accepted By Contractor: _____
 Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: _____
 Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, FL 34741

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8



Florida Wall Concepts, Inc.

1726 W Broadway Street
Oviedo, FL 32765
Office 407-971-8418
Fax 407-971-2749

Request for Change #1

Customer: BTI Partners

Date: 10/19/2022

Contact: Bobby Wanas

Project #: 22-113

Project: Crossprairie

Project Manager: Bryan Waters

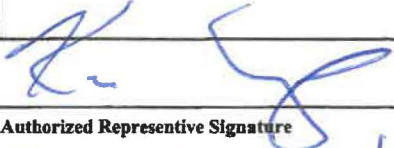
Description: addition of 5 logos and reforming of 2 concrete pads and xtra concrete

Item	Description	Qty	UOM	Unit Price	Cost Code	Total
1	see above					\$ 5,183.03
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
TOTAL:						\$ 5,183.03

Notes:

Inclusions:

Exclusions:



Authorized Representative Signature

Kevin Mays 11/2/22

Print & Date

Edgewater EST CDD
Vice Chair



FWC Representative Signature

Bryan Waters 10/21/22

Print & Date

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 436,214	\$ -	\$ -	\$ -	\$ -	\$ 436,214
Investments						
Revenue	-	712,387	1,322,665	-	-	2,035,052
Reserve	-	1,112,580	1,930,402	-	-	3,042,982
Interest	-	-	4,600	-	-	4,600
Construction	-	-	-	711,072	-	711,072
Project infrastructure	-	-	-	-	892,890	892,890
Construction - E2	-	-	-	-	3,753,047	3,753,047
Construction - E5	-	-	-	-	2,995,792	2,995,792
Construction - E6N	-	-	-	-	6,819,602	6,819,602
Cost of issuance	-	10,194	-	-	-	10,194
Due from Landowner	3,336	131,551	-	-	-	134,887
Due from JCH CP LLC	4,448	36,730	-	-	-	41,178
Due from general fund	-	222,291	-	-	-	222,291
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 449,723</u>	<u>\$2,225,733</u>	<u>\$3,257,667</u>	<u>\$ 711,072</u>	<u>\$14,461,331</u>	<u>\$21,105,526</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 2,234,706	\$ 2,234,706
Retainage payable	-	-	-	668,845	733,417	1,402,262
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	222,291	-	-	-	-	222,291
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>243,291</u>	<u>-</u>	<u>5,725</u>	<u>668,845</u>	<u>2,968,123</u>	<u>3,885,984</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	7,783	168,281	-	-	-	176,064
Unearned revenue	19,663	111,145	-	-	-	130,808
Total deferred inflows of resources	<u>27,446</u>	<u>279,426</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>306,872</u>
Fund balances:						
Restricted for:						
Debt service	-	1,946,307	3,251,942	-	-	5,198,249
Capital projects	-	-	-	42,227	11,493,208	11,535,435
Committed						
Impact fee collections	1,618,095	-	-	-	-	1,618,095
Unassigned	(1,439,109)	-	-	-	-	(1,439,109)
Total fund balances	<u>178,986</u>	<u>1,946,307</u>	<u>3,251,942</u>	<u>42,227</u>	<u>11,493,208</u>	<u>16,912,670</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 449,723</u>	<u>\$2,225,733</u>	<u>\$3,257,667</u>	<u>\$ 711,072</u>	<u>\$14,461,331</u>	<u>\$21,105,526</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 12,991	\$ 370,110	\$ 503,857	73%
Landowner contribution	-	14,938	-	N/A
Total revenues	<u>12,991</u>	<u>385,048</u>	<u>503,857</u>	76%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	24,000	48,000	50%
Legal	8,268	18,428	50,000	37%
Engineering	-	850	7,500	11%
Audit	3,000	4,000	6,500	62%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,000	2,000	50%
Trustee 2021	-	-	5,725	0%
Trustee 2022	4,031	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	2,750	5,500	50%
DSF accounting & assessment rolls - Series 2022	458	2,750	5,500	50%
Telephone	16	100	200	50%
Postage	51	252	500	50%
Printing & binding	42	250	500	50%
Legal advertising	274	590	6,500	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	87	500	17%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>20,765</u>	<u>65,741</u>	<u>152,740</u>	43%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	-	-	12,000	0%
Electricity	80	2,410	3,600	67%
Landscape maint.				
Maintenance contract	88,133	120,093	252,885	47%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	139	273	12,000	2%
Total field operations	<u>88,352</u>	<u>122,776</u>	<u>351,105</u>	35%
Total expenditures	<u>109,117</u>	<u>188,517</u>	<u>503,845</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(96,126)	196,531	12	
Fund balances - beginning	275,112	(17,545)	1,618,095	
Committed				
Impact fee collections	1,618,095	1,618,095	1,618,095	
Unassigned	(1,439,109)	(1,439,109)	12	
Fund balances - ending	<u>\$ 178,986</u>	<u>\$ 178,986</u>	<u>\$ 1,618,107</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 111,145	\$ 688,952	\$ 1,112,587	62%
Lot Closing Assessments	-	123,484	-	N/A
Interest	5,133	23,822	-	N/A
Total revenues	<u>116,278</u>	<u>836,258</u>	<u>1,112,587</u>	75%
EXPENDITURES				
Debt service				
Principal	-	-	405,000	0%
Interest	-	353,977	707,955	50%
Total debt service	<u>-</u>	<u>353,977</u>	<u>1,112,955</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	116,278	482,281	(368)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(3,443)</u>	<u>(17,640)</u>	-	N/A
Total other financing sources	<u>(3,443)</u>	<u>(17,640)</u>	-	N/A
Net change in fund balances	112,835	464,641	(368)	
Fund balances - beginning	1,833,472	1,481,666	1,481,220	
Fund balances - ending	<u><u>\$ 1,946,307</u></u>	<u><u>\$ 1,946,307</u></u>	<u><u>\$ 1,480,852</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 MARCH 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Interest	6,171	33,389	-	N/A
Total revenues	<u>6,171</u>	<u>1,355,907</u>	<u>1,930,402</u>	70%
EXPENDITURES				
Debt service				
Principal	-	-	640,000	0%
Interest	-	649,047	1,298,094	50%
Total debt service	<u>-</u>	<u>649,047</u>	<u>1,938,094</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	6,171	706,860	(7,692)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(18,167)</u>	<u>(30,706)</u>	-	N/A
Total other financing sources	<u>(18,167)</u>	<u>(30,706)</u>	<u>-</u>	N/A
Net change in fund balances	(11,996)	676,154	(7,692)	
Fund balances - beginning	3,263,938	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 3,251,942</u>	<u>\$ 3,251,942</u>	<u>\$ 2,577,482</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,196	\$ 16,318
Total revenues	2,196	16,318
EXPENDITURES		
Construction costs	5,135	496,111
Total expenditures	5,135	496,111
Excess/(deficiency) of revenues over/(under) expenditures	(2,939)	(479,793)
OTHER FINANCING SOURCES/(USES)		
Transfer in	3,443	17,640
Total other financing sources/(uses)	3,443	17,640
Net change in fund balances	504	(462,153)
Fund balances - beginning	41,723	504,380
Fund balances - ending	\$ 42,227	\$ 42,227

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Impact fee credits	\$ -	\$ 692,900
Interest	50,662	270,983
Total revenues	<u>50,662</u>	<u>963,883</u>
EXPENDITURES		
Construction costs - project infrastructure	452,755	3,025,686
Construction costs - construction ED-2	3,146	2,019,839
Construction costs - construction ED-5	324	430,148
Construction costs - construction ED-6N	-	350,175
Total expenditures	<u>456,225</u>	<u>5,825,848</u>
Excess/(deficiency) of revenues over/(under) expenditures	(405,563)	(4,861,965)
OTHER FINANCING SOURCES/(USES)		
Transfer in	18,167	30,706
Total other financing sources/(uses)	<u>18,167</u>	<u>30,706</u>
Net change in fund balances	(387,396)	(4,831,259)
Fund balances - beginning	11,880,604	16,324,467
Fund balances - ending	<u>\$ 11,493,208</u>	<u>\$ 11,493,208</u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on April 6, 2023, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

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

Also present were:

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer
Craig Kaempfer (via telephone)	BTI Partners

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:02 a.m.

Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Discussion: Fiscal Year 2024 Proposed Budget

Mr. Torres stated that Mr. Wanas prepared the Field Operations cost spreadsheet in the agenda book and it is incorporated into the proposed Fiscal Year 2024 budget. He distributed the latest draft of the proposed Fiscal Year 2024 budget.

39 Mr. Mays asked if the main reason for the significant increase is because Phases are
40 being added and not because of inflation. Mr. Wanas replied affirmatively; the proposed Fiscal
41 Year 2024 budget takes into consideration maintenance of the Cross Prairie Parkway, ED5
42 Roadway Phase 1 and Clay Whaley Road Phase 1 improvements.

43 Mr. Wanas reported the following:

44 ➤ ED4 Builder Pods: He is working with Mr. Hindle on revising the plat because several
45 adjacent parcels show ownership and maintenance to the CDD instead of the Builder/HOA. The
46 preferred method is to prepare a Surveyor Affidavit. Mr. Hindle already submitted a draft to the
47 Builder for review. \$185,492.13 will be removed from the proposed Fiscal Year 2024 budget,
48 which equals the highlighted green items in the Field Operations spreadsheet.

49 Mr. Eckert asked if these areas were funded via CDD bonds. Mr. Wanas replied no.

50 ➤ Clay Whaley ROW, Ph 1: Street lighting costs are based on ED-5, as there is no contract
51 yet and the landscape maintenance costs are based on Cross-Prairie Parkway’s BrightView
52 contract.

53 An updated proposed Fiscal Year 2024 budget will be emailed to the Board.
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55 **FOURTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of February 28, 2023**

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
Unaudited Financial Statements as of February 28, 2023, were accepted.**

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63 **FIFTH ORDER OF BUSINESS**

**Approval of March 9, 2023 Regular
Meeting Minutes**

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**On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the
March 9, 2023 Regular Meeting Minutes, as presented, were approved.**

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71 **SIXTH ORDER OF BUSINESS**

Staff Reports

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A. District Counsel: *Kutak Rock, LLP*

74 Mr. Eckert stated that the Boundary Amendment was placed tentatively on the City of
75 St. Cloud's April 13, 2023 agenda, after which it will be submitted to the County for formal
76 approval in May.

77 A Board Member voiced his concern that, if the CDD opposes the request to direct
78 operations and maintenance (O&M) of local streets to the CDD and the boundary amendment
79 is approved, the decisions on the other 15 going before the City Council will vary and not be
80 constant.

81 A Board Member asked if this is being required of other established CDDs. Mr. Eckert
82 stated he is not sure if the City has the legal right in relation to the acres.

83 Mr. Eckert asked for direction in responding to the Second Amended Interlocal
84 Agreement he received. A Board Member suggested finding out if the CDD will no longer be
85 required to pay inspection fees since it did not build or inspect the roadways and if they can
86 gate off the communities to limit traffic and the impact on the roadway maintenance costs.

87 Discussion ensued regarding assessments and building up roadway reserves.

88 Mr. Eckert will inform the City Attorney of the CDD Board's request to defer this from
89 the City Council's April 13, 2023 agenda while the CDD analyzes whether it can take on roadway
90 maintenance. He was asked to find out the dates of the City Council's next two meetings.

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

92 There was no report.

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

94 Mr. Wanas presented an invoice from Central Florida Underground, Inc. (CFU) and
95 noted that Southern Development & Construction, Inc., (SDC) subcontracted them to install the
96 power system on Clay Whaley Road. Clarification was made that the scope of work is based on
97 the irrigation plans and that the sleeves are part of the landscaping bid, which will be installed
98 while the roads are being constructed.

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On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Central Florida Underground, Inc. revised quotation dated March 31, 2023 to install irrigation and telecom sleeves at 14 locations on Clay Whaley Road, in the amount of \$26,600, was approved.

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- **NEXT MEETING DATE: May 4, 2023 at 9:00 A.M.**

- **QUORUM CHECK**

The next meeting was rescheduled to May 10, 2023 at 1:00 p.m.

SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

EIGHTH ORDER OF BUSINESS

Public Comments

There were no public comments.

NINTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the meeting adjourned at 9:49 p.m.</p>

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

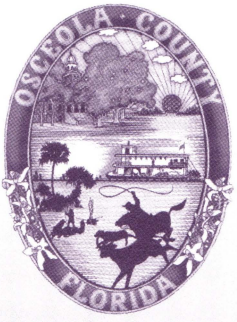
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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Edgewater East Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Edgewater East Community Development District as of April 15, 2023.

The number of registered voters within the Edgewater East CDD is two as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	9:00 AM
November 1, 2022	Landowners' Meeting	9:00 AM
November 3, 2022	Regular Meeting	9:00 AM
December 1, 2022	Regular Meeting	9:00 AM
January 5, 2023 CANCELED	Regular Meeting	9:00 AM
February 2, 2023	Regular Meeting	9:00 AM
March 2, 2023 <i>rescheduled to March 8, 2023</i>	Regular Meeting	9:00 AM
March 8, 2023 <i>rescheduled to March 9, 2023</i>	Regular Meeting	9:00 AM
March 9, 2023	Regular Meeting	3:00 PM
April 6, 2023	Regular Meeting	9:00 AM
May 4, 2023 <i>rescheduled to May 10, 2023</i>	Regular Meeting	9:00 AM
May 10, 2023	Regular Meeting	1:00 PM
June 1, 2023	Regular Meeting	9:00 AM
July 6, 2023	Regular Meeting	9:00 AM
August 3, 2023	Regular Meeting	9:00 AM
September 7, 2023	Public Hearing & Regular Meeting	9:00 AM