# COMMUNITY DEVELOPMENT DISTRICT

June 1, 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 25, 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 June 1, 2023 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Down To Earth Landscape & Irrigation Estimates
  - A. #51080 [Clay Whaley Roadway Project]
  - B. #51081 [ED5 Roadway Project]
- 4. Consideration of Jr. Davis Construction ED5 RFCO#05 Haul material to ED5 stockpile
- 5. Consideration of Southern Development & Construction, Inc., 2222 RFC 008rev2 Turn Lane & Plan Revisions [Clay Whaley]
- 6. Consideration of OUC Service Agreement for Lighting Service Clay Whaley Road
- 7. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 8. Approval of May 10, 2023 Regular Meeting Minutes
- 9. Staff Reports
  - A. District Counsel: Kutak Rock LLP
  - B. District Engineer: Hanson, Walter & Associates, Inc.
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: July 6, 2023 at 9:00 AM

Board of Supervisors Edgewater East Community Development District June 1, 2023, Regular Meeting Agenda Page 2

#### QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	IN PERSON	PHONE	No
SEAT 2	KEVIN MAYS	In Person	☐ PHONE	<b>_</b> No
SEAT 3	JUSTIN ONORATO	In Person	☐ PHONE	☐ <b>N</b> o
SEAT 4	KEVIN KRAMER	IN PERSON	PHONE	☐ <b>N</b> o
SEAT 5	ROBERT WANAS	IN PERSON	PHONE	No

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

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

Sincerely,

Craig Wrathell District Manager

Swath

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 782 134 6157

**COMMUNITY DEVELOPMENT DISTRICT** 

3/4



**Billing Address** 

**Physical Project Address** 

Estimate: #51080

Clay Whaley & ED5 Roadway Projects -

Construction

**Customer Address** Edgewater East CDD Bobby Wanas

Osceola, Florida bwanas@btipartners.com

Osceola, FL

**Project** 

**Estimated Project Start Date** 

**Proposed By** 

**Due Date** 

Clay Whaley Roadway Project

September 1, 2023

Russell Woodall

March 27, 2023

<u>Estimate Details</u>				
Description of Services & Materials	Quantity	Rate	Amount	
ED2: Irrigation				
Irrigation System Installation	1.00	\$172,896.95	\$172,896.95	
Electric Service to Controller	1.00	\$16,415.25	\$16,415.25	
		Subtotal	\$189,312.20	
ED2: Tree/Plant Installation				
Crape Myrtle 'Natchez' 65 Gallon, 12' x 5', 3" Cal.,6" CT	18.00	\$544.89	\$9,808.02	
Magnolia 'DD Blanchard' 100 Gallon, 15' Ht., 4" Cal	5.00	\$930.84	\$4,654.20	
Slash Pine FG, 10-13' x 4', 4" Cal	67.00	\$539.86	\$36,170.62	
Live Oak 'Southern' 100 Gallon, 15-16' x 6', 4" Cal., 7' CT	42.00	\$713.63	\$29,972.46	
Palm Sabal 'Hurricane Cut' FG, 8-16' CT ***Priced using regular palm batten kits. No RF4P rootball guying is included per De	51.00 etail 1/L1.2.	\$351.69	\$17,936.19	
Firebush 3 Gallon, Full	522.00	\$11.37	\$5,935.14	
Dune Sunflower 1 Gallon, Full	3139.00	\$6.04	\$18,959.56	
Dwarf Yaupon Holly 'Nana' 3 Gallon	501.00	\$11.37	\$5,696.37	
Silver Saw Palmetto 3 Gallon, Full	227.00	\$25.27	\$5,736.29	
Coontie Palm 3 Gallon, Full	125.00	\$18.32	\$2,290.00	
		Subtotal	\$137,158.85	
ED2: Mulch				
Shredded Hardwood Mulch	198.00	\$55.00	\$10,890.00	
		Subtotal	\$10,890.00	
ED2: Sod				
St Augustine 'Citra Blue'	31786.00	\$0.65	\$20,660.90	
Bahia Sod	10490.00	\$0.39	\$4,091.10	
		Subtotal	\$24,752.00	
ED2: Root Barrier				
Root Barrier – UB24-2 (ED2)	781.00	\$16.00	\$12,496.00	

<u>Estimate</u>	<u> Details</u>		
Description of Services & Materials	Quantity	Rate	Amount
		Subtotal	\$12,496.00
Bond			
Bond	1.00	\$5,623.53	\$5,623.53
		Subtotal	\$5,623.53
		Project Total	\$380,232.58

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

This estimate is valid for thirty (30) Days

#### LANDSCAPE

Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.

Plant beds and soil to be free of weeds and debris including lime rock.

Grade to be received at +/- .10 of a foot to finish landscape grade

No import or export of soil included.

Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.

#### IRRIGATION

No directional drill included.

No cut and patch of asphalt or concrete included.

No booster pump included. If required, to be supplied at additional cost.

No MOT included. All required MOT to be supplied, installed and maintained by others.

Water meter supplied and installed by others.

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

#### **MAINTENANCE**

Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase

After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance". Maintenance proposal will not interfere with the installation contract or required warranty.

#### <u>WARRANTY</u>

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

Proposed By:		Agreed & Accepted By:
Russell Woodall	05/10/2023	
Down to Earth Landscape & Irrigation	Date	Edgewater East CDD Date

**COMMUNITY DEVELOPMENT DISTRICT** 

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Estimate: #51081

**Customer Address** 

Edgewater East CDD Bobby Wanas Osceola , Florida bwanas@btipartners.com **Billing Address** 

**Physical Project Address** 

Clay Whaley & ED5 Roadway Projects - Construction

Osceola, FL

<u>Project</u>

**Estimated Project Start Date** 

Proposed By

**Due Date** 

ED5 Roadway Project

August 1, 2023

Russell Woodall

March 27, 2023

<u>Estimate Details</u>			
Description of Services & Materials	Quantity	Rate	Amount
ED5: Irrigation			
Irrigation System Installation	1.00	\$200,614.18	\$200,614.18
Electric Service to Controller	1.00	\$17,696.70	\$17,696.70
		Subtotal	\$218,310.88
ED5: Tree/Plant Installation			
Crape Myrtle 'Muskogee' 65 Gallon, 12' x 5', 6" CT., Multi-trunk	44.00	\$413.92	\$18,212.48
Magnolia 'DD Blanchard' 100 Gallon, 15' Ht., 4" Cal	6.00	\$930.84	\$5,585.04
Slash Pine FG, 10-13' x 4', 4" Cal	36.00	\$539.86	\$19,434.96
Live Oak 'Southern' 200 Gallon, 15-16' x 6', 4" Cal., 7' CT	101.00	\$713.63	\$72,076.63
Palm Sabal 'Hurricane Cut' FG, 8-16' CT ***Priced using regular palm batten kits. No RF4P rootball guying is included per Detai	38.00 I 1/L1.2.	\$351.69	\$13,364.22
Firebush 3 Gallon, Full	362.00	\$11.37	\$4,115.94
Dune Sunflower 1 Gallon, Full	3548.00	\$6.04	\$21,429.92
Pink Muhly Grass 3 Gallon, Full	855.00	\$10.49	\$8,968.95
Stokes Dwarf Yaupon Holly 3 Gallon	1405.00	\$11.37	\$15,974.85
Florida Gamagrass 3 Gallon	2026.00	\$11.89	\$24,089.14
		Subtotal	\$203,252.13
ED5: Mulch			
Shredded Hardwood Mulch	428.00	\$55.00	\$23,540.00
		Subtotal	\$23,540.00
ED5: Sod			
St Augustine 'Citra Blue'	56757.00	\$0.65	\$36,892.05
		Subtotal	\$36,892.05
ED5: Root Barrier			
Root Barrier – UB24-2 - (ED5)	635.00	\$16.00	\$10,160.00
		Subtotal	\$10,160.00

<u>Estim</u>	ate Details		
Description of Services & Materials	Quantity	Rate	Amount
Bond			
Bond	1.00	\$7,382.33	\$7,382.33
		Subtotal	\$7,382.33
		Project Total	\$499.537.39

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

This estimate is valid for thirty (30) Days

#### LANDSCAPE

Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.

Plant beds and soil to be free of weeds and debris including lime rock.

Grade to be received at +/- .10 of a foot to finish landscape grade

No import or export of soil included.

Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.

#### **IRRIGATION**

No directional drill included.

No cut and patch of asphalt or concrete included.

No booster pump included. If required, to be supplied at additional cost.

No MOT included. All required MOT to be supplied, installed and maintained by others.

Water meter supplied and installed by others.

Sleeves are not included in the base bid of this proposal. See Optional Services for the cost to add sleeving.

#### **MAINTENANCE**

Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase.

After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance". Maintenance proposal will not interfere with the installation contract or required warranty.

#### WARRANTY

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

roposed By:		Agreed & Accepted By:	
Russell Woodall	05/10/2023		
Down to Earth Landscape & Irrigation	Date	Edgewater East CDD	Date

**COMMUNITY DEVELOPMENT DISTRICT** 

#### Edgewater ED5 RFCO#05 Haul material to ED5 stockpile



#### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes Phone: (407) - 460 - 8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock <u>Proposal Date:</u> 05.24.23

Company:Hanson, Walter & Associates, Inc.Date of Plans:Phone:(407) 847-9433Revision Date:Email:pglasscock@hansonwalter.comAddendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Import Additional Stockpile Material	1.00	LS	216,250.00	216,250.00
	Additional Survey & Material Testing	1.00	LS	15,497.95	15,497.95

#### **NOTES:**

Price to haul from source includes only moving material necessary to achieve 175,000 CY on stockpile at ED5.

Price includes testing imported material prior to starting to determine if imported clean sand is required to achieve fines content of 15% or less.

Existing stockpile material will not be used for mixing imported material.

Price does not include import of clean sand to mix if required to achieve fines content of 15% or less.

Price does not include mixing clean sand if required to achieve fines content of 15% or less.

Price includes a final survey of the stockpile to provide a quantity. Certified quantity by others.

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### 2222 RFC 008rev2 - Turn Lane & Plan Revisions



**Southern Development & Construction** 

2544 Connection Point Oviedo, FL 32765

Contact: Mike Cresham Phone: (407) 977-9898

Job Name: SDP21-0157 Clay Whaley

 Date of Plans
 3/8/2023

 Req. Add. Days
 2.00

Revision Date:

<u>Proposal Date:</u> 03/30/23; 04/27/23rev1; 05/23/23rev2

Quote to: Shawn Hindle HWA (CDD EOR)

Bobby Wanas BTI Partners LLC (Owner)

<u>Phone:</u> (407) 709-3141 (407) 617-9011

<u>Email:</u> <u>s.hindle@hansonwalter.com</u>

Bwanas@btipartners.com

#### RFC 008rev2

#### **Turn Lane & Plan Revisions**

Item	Description	Quantity	Unit	Unit Price	Amount
	RFC 008rev1				
10	Survey - Layout & As-Builts	1.00	LS	\$2,100.00	\$2,100.00
20	MOT	1.00	LS	\$1,425.00	\$1,425.00
60	RU Added HDPE	80.00	LF	\$65.50	\$5,240.00
30	Credit for deduct of PVC	60.00	LF	-\$55.00	-\$3,300.00
40	RU Added Fittings	4.00	EA	\$553.00	\$2,212.00
50	Added 18" RCP	64.00	LF	\$75.00	\$4,800.00
60	Added Strcture S-3B	1.00	LS	\$3,500.00	\$3,500.00
70	MH-2 Elevation Adjustment	1.00	EA	\$800.00	\$800.00
80	Added Asphalt - 2.5" SP 12.5	120.00	SY	\$27.00	\$3,240.00
90	Added Base - 8" Limerock	120.00	SY	\$28.50	\$3,420.00
100	Added Subgrade - 12" Stabilized	120.00	SY	\$7.50	\$900.00
110	Added Striping	1.00	LS	\$1,150.00	\$1,150.00
120	Bond 1.5%	1.00	LS	\$382.31	\$382.31
	RFC 008rev2 Total		•		\$25,869.31
GRAND	TOTAL				\$25,869.31

#### NOTES:

Proposal includes the cost of the following scope only. Any changes or additional scope will be priced separately

- 1) Survey Layout & As-Built
- 2) F&I additional 59LF 18" RCP
- 3) F&I new structure S-3B
- 4) F&I 60LF RU HDPE beneath the proposed storm
- 5) F&I 4EA 8" 45s & PVC pipe to connect RU main
- 6) MH-2 elevation adjustment
- 7) Added Turn Lane
  - a. Asphalt add
  - b. Base & stabilized subgrade add
- 8) Added Striping
- 9) Proposal excludes cost affiliated with S-4 modification/relocation
- 10) MOT included

**COMMUNITY DEVELOPMENT DISTRICT** 

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#### SERVICE AGREEMENT FOR LIGHTING SERVICE CLAY WHALEY ROAD

This Agreement is entered into th	is day o	f	_ 20, by and
between ORLANDO UTILITIES COMM	ISSION, whose	address is 100	West Anderson
Street, Orlando, Florida 32801 ("OUC") a	and Edgewater	East Communit	y Development
District, whose address is 2300 GLAD	ES RD STE 41	OW, BOCA RA	TON FL 33431,
("Customer"), for the provision of Lighting	Service as more	e particularly set	forth below.

#### **DEFINITIONS**

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

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

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

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

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

#### SECTION 3: EASEMENTS AND ACCESS

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

#### SECTION 4: THE PARTIES MUTUALLY AGREE:

4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury. wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to

this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment,

but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

- The initial term of this Agreement (the "Term") shall be for twenty 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

#### **SECTION 6: MISCELLANEOUS**

6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

#### If to OUC:

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

to Cu	<u>ıstomer</u> :			
	<b>Attention</b>			

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement

- shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
  - 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
  - 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

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

#### **Edgewater East Community Development District**

		-
		Federal ID # 38-4152913
		By:
		Name:
		Title:
		Date:
WITNESSES	3:	
	Ву:	
	Name:	
	Title:	
	By:	
sufficient for	an acknowledgme	(a), Florida Statutes, the following notarial certificates are nt in a representative capacity:
COUNTY OF	=	
The foregoin	g instrument was a [] online notariza	cknowledged before me by means of [] physical tion this day of
		(name of person) as
		ustee, attorney in fact) and who acknowledge that she/he ent on behalf of
		m instrument was executed). She/he is personally known as identification.
(Nota	ıry Seal)	Notary Public
		Print Name:
		My Commission Expires:

#### **ORLANDO UTILITIES COMMISSION**

			Ву:			
			Name: Title:		Bullock ral Manager/CEO	
			Date:			
ATTEST:	By: Name: Title:	Paula A. V Assistant S	/elasquez Secretary			
WITNESSES						
	Name: _					
	Title:				_	
	Ву:					
STATE OF FI COUNTY OF		Ē				
The foregoing	ı instrume	nt was ackn	owledged	before	me by means of [ ] ¡	ohysical presence
					, 20, by 0	
as General Ma	anager, C	EO of Orlan	do Utilities	Comm	ission, a Florida statı	utory commission,
		mission. I as	•	-	/ known to me o	r has produced
	(Notarial	Seal)		1	Notary Public, State	of Florida
				F	Print Name:	

#### **EXHIBIT 1**

#### LIGHTING SERVICE FEES:

#### RATE PER MONTH

Monthly Lighting Service Charge:

 Capital Investment
 \$571.45

 Maintenance
 \$ 72.16

 Fuel and Energy
 \$ 60.68

 Total
 \*\*\*
 \$704.29

Upfront Payment \$0.00

Payment # \$ Check # Date Posted

Charge Description # Work Order #

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

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

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

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

#### ANNUAL RATE ADJUSTMENT

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

#### LIGHTING SERVICE

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

#### EXHIBIT 1 (continued)

#### **LIGHTING EQUIPMENT**

#### **OUC Installed Lighting Equipment:**

(	(11)	TENON ADAPTER BLACK UP TO 4 FIXTURES, 3" OD TENON	[036-23034]
(	(11)	35' (29'-6" MH) ROUND CONCRETE POLE DB 3" x 5"	[036-27363]
(	(11)	LED GALLEON, TYPE SL3, BLACK, 7-PIN, QUICK MOUNT ARM	[036-23192]

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

#### **CUSTOMER Installed Lighting Equipment:**

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

#### PHASED INSTALLATION PLAN

All at once

#### EXHIBIT 1 (continued)

#### **OUTAGE REPORTING**

Light out Telephone Number – 407-737-4222

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

#### LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ID: 17-26-30-4950-0001-0670

**DESCRIPTION**: S L & I C PB B PG 55 LOTS 67-71, 74-78, 83-94, 100-108 & 117-124

#### Legal Description:

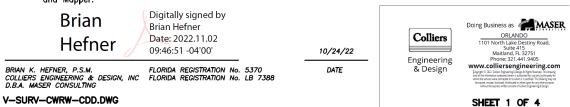
That portion of the South 1/2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 17, Township 26 south, Range 30 East, Osceola County, Florida and run N89'30'05"W, along the South line thereof, a distance of 2695.87 feet; thence departing said South line, N00°29'55"E, a distance of 20.00 feet to a point on the North line of South 20 feet of the South 1/2 of said Section 17 and the Point of Beginning; thence N89°30'05"W, along said North line a distance of 2221.34 feet; thence departing said North line, N03° 29' 28"W, a distance of 204.77 feet; thence N89° 27' 09"W, a distance of 51.55 feet; thence N00° 32' 51"E, a distance of 33.29 feet; thence S89° 27' 09"E, a distance of 49.20 feet; thence N06° 04' 01"E, a distance of 377.92 feet to the point of curvature of a curve to the right, having a radius of 200.00 feet and a central angle of 19 58 23"; thence along the arc of said curve a distance of 69.72 feet to the point of tangency; thence N26 02' 24"E, a distance of 220.37 feet to the point of curvature of a curve to the right, having a radius of 115.00 feet and a central angle of 17° 41' 08"; thence along the arc of said curve a distance of 35.50 feet to the point of compound curvature of a curve to the right, having a radius of 20.00 feet and a central angle of 180° 00' 00"; thence along the arc of said curve a distance of 62.83 feet to the point of distance of N83' 19' 05"E, 69.61 feet; thence along the arc of said curve a distance of 70.10 feet to the point of tangency; thence S84' 52' 06"E, a distance of 323.95 feet to the point of curvature of a curve to the right, having a radius of 162.00 feet and a central angle of 101' 42' 39"; thence along the arc of said curve a distance of 287.58 feet to the point of tangency; thence S18 42 02 W, a distance of 467.02 feet to the North line of the South 68.00 feet of said Section 17; thence along said North line, S89° 30' 05"E, a distance of 1750.06 feet to a point on the Westerly Right-of-Way line for Wagon Court; thence departing said North line and along said Westerly Right-of-Way line, S00° 38' 28"E, a distance of 48.01 feet to the Point of Beginning.

Containing 11.91 Acres, more or less.

#### Surveyor's Notes:

- 1. North and the bearings shown hereon are referenced to the South line of Section 17, Township 26 South, Range 30 East Osceola County, Florida as being N89\*30'05"W.
- 2. All measurements shown hereon are in U.S. Survey Feet.
- 3. An abstract of title was not performed by or furnished to Colliers Engineering & Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
- 4. Legal description written by this firm.
- 5. Stationing shown is approximate and based upon preliminary construction drawings. The Stations displayed are intended to be used as a reference. Stationing shown is not to be used for construction purposes.
- This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.



#### PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	
Premise Address:	2595 CLAY WHALEY RD
City, State, Zip:	SAINT CLOUD FL 34772
Premise Number	
BILLING INFORMATION	
Billing Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	38-4152913
ADDITIONAL ACCOUNT INFO	DOMATION TO BE FILLED BY OLIC
ADDITIONAL ACCOUNT INFO	DRMATION TO BE FILLED BY OUC
Customer Account Number:	0183431217
Work Request No:	801442
Comments:	This agreement will not be recorded with the county until
	Edgewater East CDD provides final deeded plat; at
	which point a new Exhibit 1 will replace the current one
	to include the most accurate legal description of the
	property. (Per customer preference)

#### **Certificate of Completion (Exhibit 2)**

#### **Notice of Modification to Original Contract Design**

Project W.O. #	801442	OUC Account # _	0	183431217	
Project Name:		Clay Whaley Roa	ad		-
Customer/Account	Name Edge	ewater East Communi	ty Dev	elopment District	
Original Monthly I	Lighting Se	rvice Charges, Poles	s, Fixtı	ures & Installatio	n Scope:
Investment \$57	1.45	Maintenance \$72	2.16	Fuel & Energy	\$60.68
(11) 35' (29'-6" MF	H) ROUND C	CK UP TO 4 FIXTURE CONCRETE POLE DE L3, BLACK, 7-PIN, QU	3" x 8	5"	[036-27363]
Amended Monthly	/ Lighting S	ervice Charges per i	As-Bu	ilt, Poles, Fixture	es & Installation Scope:
Investment		Maintenance		Fuel & Energy	
[Insert As Built Stre	etlight Fixtu	re/Pole Type/Quantity	Bill of	Material]	
Authorized OUC F	Representat	:ive			
Signature:					<u></u>
Printed Name:					
Title:					
Date:					
Authorized Custo	mer Repres	entative			
Signature:					
Printed Name:					
Title:					
Data:					

**COMMUNITY DEVELOPMENT DISTRICT** 

# UNAUDITED FINANCIAL STATEMENTS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023

## EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2023

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 273,471	\$ -	\$ -	\$ -	\$ -	\$ 273,471
Investments						
Revenue	-	1,010,650	1,327,329	-	-	2,337,979
Reserve	-	1,112,580	1,937,237	-	-	3,049,817
Interest	-	-	4,616	-	-	4,616
Construction	-	-	-	717,518	-	717,518
Project infrastructure	-	-	-	-	772,784	772,784
Construction - E2	-	-	-	-	2,827,884	2,827,884
Construction - E5	-	-	-	-	2,019,841	2,019,841
Construction - E6N	-	-	-	-	6,588,455	6,588,455
Cost of issuance	-	10,230	-	-	-	10,230
Due from Landowner	3,336	131,551	-	-	-	134,887
Due from debt service fund	5,725					5,725
Total assets	\$ 282,532	\$2,265,011	\$3,269,182	\$ 717,518	\$12,208,964	\$18,743,207
LIABILITIES AND FUND BALANCES Liabilities: Contracts payable Retainage payable Due to general fund Landowner advance Total liabilities	\$ - - 21,000 21,000	\$ - - - -	\$ - 5,725 - 5,725	\$ - 668,845 - 668,845	\$ 3,289,580 873,956 - - - 4,163,536	\$ 3,289,580 1,542,801 5,725 21,000 4,859,106
DEFERRED INFLOWS OF RESOURCES	0.000	404 554				404.007
Deferred receipts	3,336	131,551	-	-	-	134,887
Unearned revenue	125,086	147,875				272,961
Total deferred inflows of resources	128,422	279,426				407,848
Fund balances: Restricted for:						
Debt service	-	1,985,585	3,263,457	-	-	5,249,042
Capital projects	-	-	-	48,673	8,045,428	8,094,101
Unassigned	133,110	-	-	-	-	133,110
Total fund balances	133,110	1,985,585	3,263,457	48,673	8,045,428	13,476,253
Total liabilities, deferred inflows of resources						
and fund balances	\$ 282,532	\$2,265,011	\$3,269,182	\$ 717,518	\$12,208,964	\$18,743,207

## EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

#### STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year toDate	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 4,448	\$ 374,557	\$ 503,857	74%
Landowner contribution		14,938		N/A
Total revenues	4,448	389,495	503,857	77%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	28,000	48,000	58%
Legal	9,167	27,593	50,000	55%
Engineering	4,155	5,005	7,500	67%
Audit	-	4,000	6,500	62%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,167	2,000	58%
Trustee 2021	4,031	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	3,208	5,500	58%
DSF accounting & assessment rolls - Series 2022	458	3,208	5,500	58%
Telephone	16	117	200	59%
Postage	-	252	500	50%
Printing & binding	42	292	500	58%
Legal advertising	-	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	22,494	88,234	152,740	58%
Field operations				
Accounting	_	_	2,500	0%
Streetlighting	_	_	50,120	0%
Repairs & maintenance	_	_	12,000	0%
Electricity	107	2,518	3,600	70%
Landscape maint.	107	2,310	3,000	7070
Maintenance contract	25,600	145,692	252,885	58%
Plant replacement	20,000	140,002	12,000	0%
Landscape contingency	_	_	6,000	0%
Irrigation	2,123	2,396	12,000	20%
Total field operations	27,830	150,606	351,105	43%
Total expenditures	50,324	238,840	503,845	47%
Total experiorales	30,324	230,040	303,043	47 /0
Excess/(deficiency) of revenues				
over/(under) expenditures	(45,876)	150,655	12	
over/(drider) experiances	(40,070)	100,000	12	
Fund balances - beginning	178,986	(17,545)	1,618,095	
Committed	170,000	(17,040)	1,010,000	
Impact fee collections	=	_	1,618,095	
Unassigned	133,110	133,110	1,010,099	
Fund balances - ending	\$ 133,110	\$ 133,110	\$ 1,618,107	
. and salamood origing	Ψ 100,110	Ψ 100,110	Ψ 1,010,107	
				2

# EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2023

	Curren Month		Year To Date		Budget	% of Budget	
REVENUES			-				
Assessment levy: off-roll	\$	36,730	\$	725,682	\$ 1,112,587	65%	
Lot Closing Assessments		-		123,484	-	N/A	
Interest		6,472		30,294		N/A	
Total revenues		43,202		879,460	1,112,587	79%	
EXPENDITURES							
Debt service							
Principal		-		-	405,000	0%	
Interest		-		353,977	707,955	50%	
Total debt service		<u>-</u>		353,977	1,112,955	32%	
Excess/(deficiency) of revenues over/(under) expenditures		43,202		525,483	(368)		
OTHER FINANCING SOURCES/(USES)							
Transfer out		(3,923)		(21,564)	-	N/A	
Total other financing sources		(3,923)		(21,564)		N/A	
Net change in fund balances		39,279		503,919	(368)		
Fund balances - beginning	1	,946,306		1,481,666	1,481,220		
Fund balances - ending	\$ 1	,985,585	\$ ^	1,985,585	\$ 1,480,852		

# EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2022 FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year To Date	Budget	% of Budget
REVENUES	World	<u> </u>	Daaget	Daagot
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Interest	11,515	44,904	· , , , _	N/A
Total revenues	11,515	1,367,422	1,930,402	71%
EXPENDITURES				
Debt service				
Principal	-	-	640,000	0%
Interest		649,047	1,298,094	50%
Total debt service		649,047	1,938,094	33%
Excess/(deficiency) of revenues				
over/(under) expenditures	11,515	718,375	(7,692)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(30,706)	-	N/A
Total other financing sources		(30,706)	-	N/A
Net change in fund balances	11,515	687,669	(7,692)	
Fund balances - beginning	3,251,942	2,575,788	2,585,174	
Fund balances - ending	\$ 3,263,457	\$ 3,263,457	\$ 2,577,482	

# EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month		Year To Date	
REVENUES	ф	0.500	Φ	10.040
Interest	\$	2,523	\$	18,840
Total revenues	-	2,523		18,840
EXPENDITURES				
Construction costs		-		496,111
Total expenditures		-		496,111
Excess/(deficiency) of revenues over/(under) expenditures		2,523		(477,271)
OTHER FINANCING SOURCES/(USES)				
Transfer in		3,923		21,564
Total other financing sources/(uses)		3,923		21,564
Net change in fund balances		6,446		(455,707)
Fund balances - beginning		42,227		504,380
Fund balances - ending	\$	48,673	\$	48,673
<b>U</b>			<u> </u>	

# EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2022 FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year To Date
REVENUES		
Impact fee credits	\$ -	\$ 692,900
Interest	53,227	324,209
Total revenues	53,227	1,017,109
EXPENDITURES		
Construction costs - project infrastructure	122,202	3,147,887
Construction costs - construction ED-2	948,823	2,968,662
Construction costs - construction ED-5	2,164,191	2,594,339
Construction costs - construction ED-6N	265,791	615,966
Total expenditures	3,501,007	9,326,854
Excess/(deficiency) of revenues over/(under) expenditures	(3,447,780)	(8,309,745)
OTHER FINANCING SOURCES/(USES) Transfer in		30,706
Total other financing sources/(uses)		30,706
Total other illianding sources/(uses)		
Net change in fund balances	(3,447,780)	(8,279,039)
Fund balances - beginning	11,493,208	16,324,467
Fund balances - ending	\$ 8,045,428	\$ 8,045,428

## EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

## MINUTES

### **DRAFT**

1	MINIT	TEC OF MATETINIC
	WINO	TES OF MEETING
2	EDG	EWATER EAST
3	COMMUNITY I	DEVELOPMENT DISTRICT
4		
5	The Board of Supervisors of the Edg	ewater East Community Development District held a
6	Regular Meeting on May 10, 2023, at 1:00	p.m., at the offices of Hanson, Walter & Associates,
7	Inc., located at 8 Broadway, Suite 104, Kissi	mmee, Florida 34741.
8 9	Present were:	
10	Kevin Mays	Vice Chair
11	Kevin Kramer	Assistant Secretary
12	Robert "Bobby" Wanas	Assistant Secretary
13	,	,
14	Also present were:	
15	process are an	
16	Ernesto Torres	District Manager
17	Mike Eckert (via telephone)	District Counsel
18	Pete Glasscock	District Engineer
19	Tete Glasseock	Bistrice Eligineer
20		
21	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
22	THIST GROEN OF BOSINESS	can to oracly non can
23	Mr. Torres called the meeting to	order at 1:00 p.m. Supervisors Mays, Kramer and
24	Wanas were present. Supervisors Onorato	and Breakstone were not present.
25		
26 27	SECOND ORDER OF BUSINESS	Public Comments
28	There were no public comments.	
29	Mr. Torres stated that the agenda w	vas revised and sent electronically yesterday evening
30	and actual hard copies were provided to the	e Board.
31		
32	THIRD ORDER OF BUSINESS	Consideration of Resolution 2023-05,
33		Approving Proposed Budget(s) for Fiscal
		_ ·
		170 and 190, Florida Statutes Addressing
39		Transmittal, Posting and Publication
40		Requirements; Addressing Severability;
		and Providing an Effective Date
41 42		and i fortaing an Effective Bate
		Transmittal, Posting and Publicat

Mr. Torres presented Resolution 2023-05. He reviewed the proposed Fiscal Year 2024 budget line items and noted that, based on the discussions at the last meeting, adjustments were made. The following adjustment was also made:

Page 2, "Maintenance contract" line item: Increase from \$357,117 to \$542,610

Mr. Torres stated the Board will be approving a budget of \$992,724. Mr. Mays suggested adding a footnote stating that \$185,493 is being evaluated further, which might be remove when the budget is finally adopted.

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the Resolution 2023-05, Approving Proposed Budget(s) for Fiscal Year 2023/2024, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 3, 2023 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741; 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, was adopted.

### **FOURTH ORDER OF BUSINESS**

Ratification of Assignment of Impact Fee Credits (Parcel 2)

Mr. Torres presented the Assignment of Impact Fee Credits for Parcel 2. Mr. Wanas stated this was an assignment to MI Homes, who recently closed on a parcel of land that included impact fee credits available from the utility provider. Mr. Eckert stated the CDD is paid the value of the impact fee credit as a result of the assignment. The next document is the assignment of the true-up obligations, which is put forth for ratification each time there is a sale to a builder.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Assignment of Impact Fee Credits for Parcel 2, was ratified.

### FIFTH ORDER OF BUSINESS

Ratification of Partial Assignment and Assumption of True-Up Obligations

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Partial Assignment and Assumption of True-Up Obligations, was ratified.

	EDGE	WATER EAST CDD	DRAF	Т	May 10, 2023
82 83 84 85 86	SIXTH	ORDER OF BUSINESS		Consideration of GAI Proposal for Construc [Edgewater Neighbork Roadway]	tion Administration nood ED6 Phase 1
87	ا ما ما	Mr. Wanas presented the G		•	
88		nistration for the Edgewater Neigh			y; it is a 12-month
89	consti	ruction agreement in the amount of			
90 91		Mr. Eckert asked that approval be	subject t	o his review, as he had ye	et to evaluate it.
92 93 94 95 96 97		On MOTION by Mr. Wanas and so GAI Consultants, Inc., Proposal Edgewater Neighborhood ED6 Ph subject to District Counsel's review	l for Co	onstruction Administrational Administration and the amount of the amount	ion for the
98 99 100	SEVE	NTH ORDER OF BUSINESS		Consideration of Chai	nge Order No. 012
101		Mr. Torres presented Change Orde	er No. 01	12 for the completed Pha	ase 1 Civil Work. Mr.
102	Wana	s stated this is for the Phase 1 spine	e road pr	roject. Change Order No.	012 is to true-up all
103	the fir	nal numbers before closeout.			
104 105 106 107 108 109 110 111	EIGHT	On MOTION by Mr. Kramer and s Change Order No. 012 for Phase 1 TH ORDER OF BUSINESS	Civil Wo	Ratification of Florida Request for Change #1	Wall Concepts, Inc. [Crossprairie]
112	6	Mr. Wanas presented the Florida N	wali Con	cepts, inc. Request for C	hange #1 for work in
113	Cross	prairie.			
114 115 116 117 118 119		On MOTION by Mr. Mays and s Florida Wall Concepts, Inc. Reque ratified.		-	-
120	•	Ratification of Southern Develop	oment C	onstruction (SDC) to Cl	ay Whaley Phase 1
121		Contract Change Order RFC 005 fo	or OUC Po	ower Distribution Installa	ation – \$217,989

	EDGE	WATER EAST CDD DRAFT May 10, 2023
122	•	Ratification of Southern Development Construction (SDC) to Clay Whaley Phase 1
123		Contract Change Order SFC 007 for Installation of Re-use Meter – \$7,127.88
124		These items were additions to the agenda.
125		Mr. Wanas stated both Change Orders represent increases in the contact scope.
126		
127 128 129 130 131		On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, Southern Development Construction (SDC) to Clay Whaley Phase 1 Contract Change Orders RFC 005 for OUC power distribution installation, in the amount of \$217,989, and SFC 007 for installation of re-use meter, in the amount of \$7,127.88, were ratified.
132 133 134	•	Ratifying JR Davis Contract Increase and Change Orders for Sleeving [\$31,799] & Re-
135		grading [\$27,490]
136		This item was an addition to the agenda.
137		Mr. Wanas stated that BrightView withdrew from its contract but has yet to forward a
138	termi	nation email. As BrightView is not completing the work, it is necessary to void the
139	Bright	View contract and increase the JR Davis contract and approve/ratify a Change Order for
140	JR Dav	vis to install the sleeving.
141		
142 143 144		On MOTION by Mr. Wanas and seconded by Mr. Mays, with all in favor, increasing the JR Davis contract and the JR Davis Change Order for sleeving, in the amount of \$31,799, was ratified.
145 146 147		Mr. Wanas presented a JR Davis Change Order for regrading.
148 149 150		On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the JR Davis Change Order for regrade, in the amount of \$27,490, was ratified.
151 152 153	NINTH	H ORDER OF BUSINESS Acceptance of Unaudited Financial
154 155 156		Statements as of March 31, 2023  Mr. Torres presented the Unaudited Financial Statements as of March 31, 2023.
157		
158 159		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of March 31, 2023, were accepted.

	EDGE	WATER EAST CDD	DRAFT	May 10, 2023
160 161 162	TENT	H ORDER OF BUSINESS	Approval of April 6, 2023 Minutes	Regular Meeting
163		Mr. Torres presented the April 6, 202	23 Regular Meeting Minutes.	
164		, , ,	5	
165		On MOTION by Mr. Kramer and se	conded by Mr. Mays, with all in	favor, the
166		April 6, 2023 Regular Meeting Minu	tes, as presented, were approved	l.
167 168				
169	ELEVE	ENTH ORDER OF BUSINESS	Staff Reports	
170 171	A.	District Counsel: Kutak Rock, LLP		
172		Mr. Eckert reported the following:		
173	>	Ethics Training: The bill passed and,	once signed by the Governor, the	e requirement will
174	becor	me effective January 1, 2024.		
175	>	Three-acre Boundary Amendment: A	A few resolutions dealing with rigl	nts-of-way (ROWs)
176	with t	the City are pending before it is proces	sed by the County.	
177	В.	District Engineer: Hanson, Walter &	Associates, Inc.	
178		Mr. Glasscock discussed the following	g:	
179	>	In going over future platting of	of CDD properties, a blanket	easement with
180	teleco	ommunications installed was discovere	d. This could pose problems in the	e future.
181	>	The City asked for the CDD to take o	ver maintenance of CDD roads.	
182		Mr. Torres was asked to follow up w	th Mr. Adams regarding a built-ou	ıt budget.
183	C.	District Manager: Wrathell, Hunt an	d Associates, LLC	
184		• 2 Registered Voters in Distric	t as of April 15, 2023	
185		• NEXT MEETING DATE: June 1	, 2023 at 9:00 A.M.	
186		O QUORUM CHE	CK	
187				
188	TWEL	FTH ORDER OF BUSINESS	<b>Board Members' Comme</b>	nts/Requests
189 190		There were no Board Members' com	ments or requests.	
191				
192	THIRT	TEENTH ORDER OF BUSINESS	<b>Public Comments</b>	
193 194		There were no public comments.		
194		mere were no public comments.		
190				

	EDGE	WATER EAST CDD	DRAFT	May 10, 2023
196	FOUR	TEENTH ORDER OF BUSINESS	Adjournment	
197				
198				
199		On MOTION by Mr. Kramer and s	econded by Mr. Wanas, with all in fa	avor, the
200		meeting adjourned at 1:33 p.m.		

201		
202		
203		
204		
205		
206	Secretary/Assistant Secretary	Chair/Vice Chair

**DRAFT** 

**EDGEWATER EAST CDD** 

May 10, 2023

### EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS

### **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 rescheduled to March 8, 2023	Regular Meeting	9:00 AM
March 8, 2023 rescheduled to March 9, 2023	Regular Meeting	9:00 AM
March 9, 2023	Regular Meeting	3:00 PM
April 6, 2023	Regular Meeting	9:00 AM
<b>May 4, 2023</b> rescheduled to May 10, 2023	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