

EDGEWATER EAST

COMMUNITY DEVELOPMENT

DISTRICT

July 6, 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

June 29, 2023

Board of Supervisors
Edgewater East Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on July 6, 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. Ratification of Change Orders
 - A. No. 002 [Phase 1 Civil Work ED-5]
 - B. No. 003 [Phase 1 Civil Work ED-5]
 - C. No. 001 [Phase 1 Civil Work Whaley Road]
4. Consideration of Down to Earth Landscape & Irrigation, Landscape Maintenance Agreement (Pond Banks D, E & F)
5. Consideration of Down to Earth Landscape & Irrigation, Work Authorization Number 1 for Additional Services
6. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2022, Prepared by Grau & Associates
7. Consideration of Resolution 2023-07, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2022
8. Consideration of Resolution 2023-08, Adopting the Annual Meeting Schedule for Fiscal Year 2023/2024; and Providing for an Effective Date
9. Consideration of GAI Consultants, Proposal for Professional Services [ED6 Phase 1 Roadway – Construction Administration]
10. Acceptance of Unaudited Financial Statements as of May 31, 2023

11. Approval of June 1, 2023 Regular Meeting Minutes

12. 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: August 3, 2023 at 9:00 AM [FY2024 Budget Adoption Hearing]

○ 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

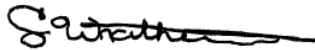
13. Board Members' Comments/Requests

14. Public Comments

15. 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

3A

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

Edgewater East CDD Phase 1 Civil Work ED-5

CHANGE ORDER NO. 002

DATE: April 25, 2023

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: October 6, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 8,604,921.13 .

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 9,159,016.71 .
The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 59,290.25 .

The new CONTRACT PRICE including this ORDER will be \$ 9,218,306.96 .

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

The new CONTRACT TIME including this ORDER will be 402 days .

The date for SUBSTANTIAL COMPLETION of all work
will be January 12, 2024 .

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 ED-5

PROJECT NO.: 4288-13-02

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #2 for installation of conduits for Irrigation and telecom service.

RFCO #3 for regrading of the land adjacent to future right of ways to meet the SDOC criteria in the signed agreement.

2. Justification

RFCO #2

Based upon GAI irrigation Plans and Telecom Services layout a series of conduit sleeves will be required to prevent future open cuts or directional drilling to install the proposed Irrigation System and the Telecom improvements.

RFCO #3 Criteria identified within the SDOC purchase agreement has to be met providing finished grade a minimum of 1 foot above adjacent right of ways. The future right of way adjacent to the high school will require to be regraded to meet this criteria.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Conduits will be coordinated and installed with the underground infrastructure in the corridor. There will be additional costs, however there is not a time delay to the project.

Additional grading in the area of the high school pad will involve additional work and costs, however there is not a request for any additional time with this change.

2. Justification

Additional work necessary to provide for irrigation and telecom infrastructure. In addition, additional work associated with grading of the high school site.

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:

None

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable

adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by:
Change(s) Ordered by:
RECOMMENDED BY:
Construction Manager
By Shawn Hindle
Signature
Title CDD Engineer
Date 4-25-2023

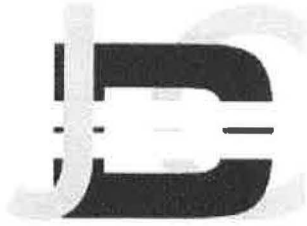
APPROVED BY:
Edgewater East CDD
(Owner)
By [Signature]
Signature
Title: Vice Chair
Date: 6/4/23

Edgewater East CDD
Hanson Walter and Associates, Inc.
ACCEPTED BY: Heath A Bunn
Contractor Jr. Davis Construction Company, Inc.
By [Signature]
Signature
Title President
Date 6/5/23

By [Signature]
Signature
Title: Assistant Secretary
Date June 6, 2023

END OF SECTION

Edgewater ED5 RFCO #02 Irrigation and Telecom Sleeve Installation



Jr. Davis Construction Company, Inc.

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
 Company: Hanson, Walter & Associates, Inc.
 Phone: (407) 847-9433
 Email: pglasscock@hansonwalter.com

Proposal Date: 04.17.2023
 Date of Plans:
 Revision Date:
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Irrigation & Telecom Sleeves	1.00	LS	31,799.88	31,799.88
GRAND TOTAL					\$31,799.88

NOTES:

Quote includes Survey & As Builts



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

April 17, 2023

Letter: 06

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2142
RE: Revision on Request for Change Order 02 Irrigation and Telecom Sleeves

Dear Mr. Pete,

As requested by BTI Partners, please see the attached revision on change order for all work associated with the added Irrigation and telecom installation scope.

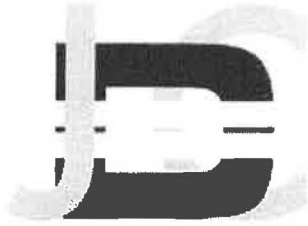
If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager
Heath Bunn – Operations Manager, JDC
Bobby Wanas – Land Development Manager, BTI

Edgewater ED5 Roadway Phase 1 - RFCO #3 Regrade Along ROW



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) 460-8404

Email: gustavo.menezes@jr-daivs.com

Quote To: Pete Glasscock
Company: Hanson, Walter & Associates, Inc.
Phone: (407) 847-9433
Email: pglasscock@hansonwalter.com

Proposal Date: 04.06.23
Date of Plans:
Revision Date: 31.03.23
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6030	RFCO #3 - Regrade along ROW	1.00	LS	27,490.37	27,490.37
GRAND TOTAL					\$27,490.37



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

April 06, 2023.

Letter: 05

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2142
RE: Request for Change Order 03 Regrade along ROW

Dear Mr. Pete,

As requested by BTI Partners, please see the attached change order for all work associated with the added Regrade along ROW scope.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager
Heath Bunn – Operations Manager, JDC
Bobby Wanas – Land Development Manager, BTI

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3B

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

Edgewater East CDD Phase 1 Civil Work ED-5

CHANGE ORDER NO. 003

DATE: June 19, 2023

CONTRACTOR: JR. Davls Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: October 6, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 8,604,921.13 .

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 9,218,306.96 .

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ <2,075,554.69> .

The new CONTRACT PRICE including this ORDER will be \$ 7,142,752.27 .

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

The new CONTRACT TIME including this ORDER will be 402 days .

The date for SUBSTANTIAL COMPLETION of all work
will be January 12, 2024 .

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 ED-5

PROJECT NO.: 4288-13-02

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #05 for Import of additional stockpile material and additional survey and testing.

RFCO #06 for Owner Direct Purchase (ODP) of material for storm drainage, water main, reuse main and force main for both material and tax reimbursement to meet the scope of work.

2. Justification

RFCO #05

Additional material to be secured from ED-2 and brought to ED-5 for meeting the lines and grades of the plans.. Additional cost is for loading, trucking, placing, compacting, survey and testing.

RFCO #06 Change order is for Owner Direct Purchase of material which will remove the cost of material from the contract and provide a credit to the owner in the form of tax savings of approximately \$131,000.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Additional grading for ED-5 with associated survey and testing, however there is not a request for any additional time with this change. The material will be placed to meet the stockpile obligation of 175,000 CY.

RFCO #06 is for owner direct purchase of material for storm, water, reuse and force mains.

2. Justification

Additional work to meet the volume of material required to be stockpiled on site for ED-5..

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:

None

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete

acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by: Edgewater East CDD

Change(s) Ordered by: Hanson Walter and Associates, Inc.

RECOMMENDED BY:

Construction Manager

By 
Signature

Title CDD ENGINEER

Date 6-19-2023

ACCEPTED BY:

Contractor

By 
Signature

Title President

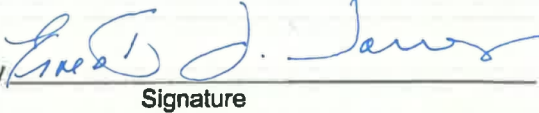
Date 6-26-23

APPROVED BY:
Edgewater East CDD

(Owner)
By 
Signature

Title: Vice Chair

Date 6/19/23

By 
Signature

Title: Assistant Secretary

Date June 27, 2023

END OF SECTION

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
Company: Hanson, Walter & Associates, Inc.
Phone: (407) 847-9433
Email: pglasscock@hansonwalter.com

Proposal Date: 05.24.23
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Import Additional Stockpile Material	1.00	LS	216,250.00	216,250.00
4012	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.



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

May 30, 2023.

Letter: 10

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2142
RE: RFCO 06 ODP Original Contract

Dear Mr. Pete,

As requested by BTI Partners, please see the attached quote for all material & tax reimbursement associated with Storm Drainage, Water Main, Reuse Main, and Force Main scope work under Owner Direct Purchase Orders from Rinker Materials, Mack Concrete Industries, and Core & Main.

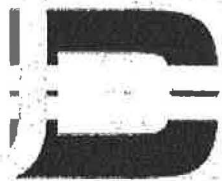
If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Mike Spain – Sr. Project Manager
Heath Bunn – Operations Manager, JDC
Bobby Wanas – Land Development Manager, BTI

Edgewater ED5 RFCO#06 ODP Original Contract - Rinker, Mack, Core & Main



Jr. Davis Construction Company, Inc.

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

Proposal Date:

05.30.23

Company:

Hanson, Walter & Associates, Inc.

Date of Plans:

Phone:

(407) 847-9433

Revision Date:

Email:

pglasscock@hansonwalter.com

Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	ODP Rinker - includes \$73,433.33 sales tax	1.00	LS	-1,296,072.13	-1,296,072.13
4011	ODP Mack Industries- includes \$13,871.22 sales tax	1.00	LS	-243,808.22	-243,808.22
4012	ODP Core & Main - includes \$43,509.76 sales tax	1.00	LS	-767,422.29	-767,422.29
GRAND TOTAL					\$-2,307,302.64

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3C

CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Edgewater East CDD Phase 1 Civil Work Clay Whaley Road

CHANGE ORDER NO. 001

DATE: March 7, 2021

CONTRACTOR: Southern Dev. and Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: October 11, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE\$ 6,194,700.00 .

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER\$ 6,194,700.00 .

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by\$ (83,163.10) .

The new CONTRACT PRICE including this ORDER will be.....\$ 6,111,536.90 .

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

The new CONTRACT TIME including this ORDER will be 246 days .

The date for SUBSTANTIAL COMPLETION of all work
will be August 2, 2023 .

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 Clay Whaley Road

PROJECT NO.: 4288-13-03

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #2 for removal of water and reuse services to the Elite Subdivision.

2. Justification

RFCO #2

The owner of the Elite Subdivision opted not to pay for the utility services at this time, therefore they are being removed from the contract.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Removal of costs associated with installing utility services for others.

2. Justification

Owner of the adjacent property had requested during design to include utility service installation as the mains were being installed for both water and reuse to prevent them from having to dig up the mains later or directional bore the roadway to secure services. The owner decided not to fund the improvements, therefore they have been removed from the 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:

None

V. WAIVER

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

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by:

Change(s) Ordered by:

RECOMMENDED BY:

Construction Manager

By Shawn Hindle
Signature

Title CDD Engineer

Date 3-7-2023

APPROVED BY:

Edgewater East CDD
(Owner)

By [Signature]
Signature

Title: Vice Chair

Date 3/21/23

Edgewater East CDD

Hanson Walter and Associates, Inc.

ACCEPTED BY:

Contractor

By [Signature]
Signature

Title V.P. OPERATIONS

Date 3/15/23

By [Signature]
Signature

Title: Assistant Secretary

Date 3/21/23

END OF SECTION

2222 RFC 002 - Utility Deletion



Southern Development & Construction

2544 Connection Point

Oviedo, FL 32765

Contact: Mike Cresham

Phone: (407) 977-9898

Quote to: Bobby Wanas
BTI Partners LLC

Phone: (407) 617-9011

Email: Bwanas@btipartners.com

Job Name: SDP21-0157 Clay Whaley

Date of Plans: 12/8/23 TWA Approved Set

Revision Date: 11/16/2023

Proposal Date: 02.27.23

RFC 002		Utility Deletion			
Item	Description	Quantity	Unit	Unit Price	Amount
RFC 002					
100	Utilities to be Removed from Contract	1.00	LS	-\$83,163.10	-\$83,163.10
RFC 002 Total					-\$83,163.10
GRAND TOTAL					-\$83,163.10

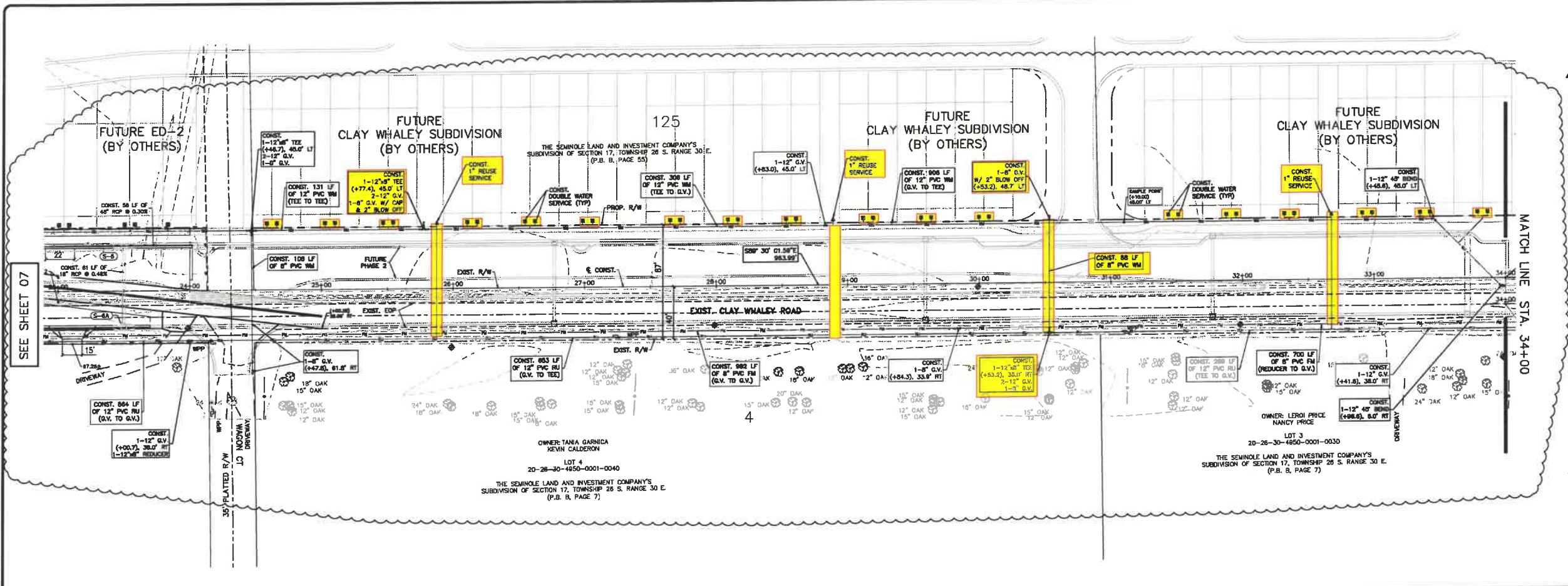
Notes:

- 1 Please reference backup for line items
- 2 Please reference marked up plansheets for locations

02.20.2023
 - APPROVED - BW
 \$ 83,163.10

PROJECT: Clay Whaley Road Phase 1 Civil W		MADE BY:	KH	SOUTHERN DEVELOPMENT & CONST.		DATE:	9/19/2022
Bid Form		CHECKED BY:	SH			DATE:	9/19/2022
ITEM #	Description	Quantity	Unit	Unit Price Words	Unit Price	Amount	
Water System							
45	Connect to Existing	1.00	LS	Five Thousand Seven Hundred Dollars and No Cents	\$ 5,700.00	\$ 5,700.00	
46	12" PVC Water Main	5,367.00	LF	Ninety Dollars and No Cents	\$ 90.00	\$ 483,030.00	
47	12" Gate Valve	21.00	EA	Five Thousand Three Hundred Dollars and No Cents	\$ 5,300.00	\$ 111,300.00	
48	8" PVC Water Main	350.00	LF	One Hundred Twenty Five Dollars and No Cents	\$ 125.00	\$ 43,750.00	
49	8" Gate Valve	19.00	EA	Two Thousand Nine Hundred Dollars and No Cents	\$ 2,900.00	\$ 55,100.00	
50	6" PVC Water Main	75.00	LF	Sixty Five Dollars and No Cents	\$ 65.00	\$ 4,875.00	
51	Test and Chlorinate	1.00	LS	Thirty One Thousand Dollars and No Cents	\$ 31,000.00	\$ 31,000.00	
52	Fire Hydrant Assembly	5.00	EA	Seven Thousand Nine Hundred Dollars and No Cents	\$ 7,900.00	\$ 39,500.00	
53	Air Release Valve	1.00	EA	Six Thousand One Hundred Dollars and No Cents	\$ 6,100.00	\$ 6,100.00	
54	Sample Points	5.00	EA	Two Thousand Five Hundred Dollars and No Cents	\$ 2,500.00	\$ 12,500.00	
55	Double Water Services	41.00	EA	One Thousand Five Hundred Fifty Dollars and No Cents	\$ 1,550.00	\$ 63,550.00	
56	Single Water Services	4.00	EA	One Thousand Four Hundred Dollars and No Cents	\$ 1,400.00	\$ 5,600.00	
57	Automatic Flushing Device	1.00	EA	Five Thousand Nine Hundred Dollars and No Cents	\$ 5,900.00	\$ 5,900.00	
58	2" Blow Off Assembly	10.00	EA	Five Thousand Five Hundred Dollars and No Cents	\$ 5,500.00	\$ 55,000.00	
58A	Fittings	1.00	LS	Forty Nine Thousand Four Hundred Seventy Dollars and No Cents	\$ 49,470.00	\$ 49,470.00	
						Total	\$ 972,375.00
Reclaim Water System							
59	Connect to Existing	1.00	LS	Four Thousand Nine Hundred Dollars and No Cents	\$ 4,900.00	\$ 4,900.00	
60	12" PVC Reclaim Water Main	3,727.00	LF	Ninety Three Dollars and No Cents	\$ 93.00	\$ 346,611.00	
61	8" PVC Reclaim Water Main	2,010.00	LF	Fifty Five Dollars and No Cents	\$ 55.00	\$ 110,550.00	
62	12" Gate Valve	8.00	EA	Five Thousand Nine Hundred Dollars and No Cents	\$ 5,900.00	\$ 47,200.00	
63	8" Gate Valve	13.00	EA	Three Thousand One Hundred Dollars and No Cents	\$ 3,100.00	\$ 40,300.00	
64	Single Reuse Service 1"	12.00	EA	Two Thousand Eight Hundred Fifty Dollars and No Cents	\$ 2,850.00	\$ 34,200.00	
65	Testing	1.00	LS	Twenty Five Thousand Four Hundred Dollars and No Cents	\$ 25,400.00	\$ 25,400.00	
66	2" Blowoff	5.00	EA	Three Thousand Four Hundred Dollars and No Cents	\$ 3,400.00	\$ 17,000.00	
67	Fittings	1.00	LS	Forty Seven Thousand Three Hundred Dollars and No Cents	\$ 47,300.00	\$ 47,300.00	
68	Air Release Valve	1.00	EA	Eight Thousand Nine Hundred Dollars and No Cents	\$ 8,900.00	\$ 8,900.00	
							\$ 682,361.00

775



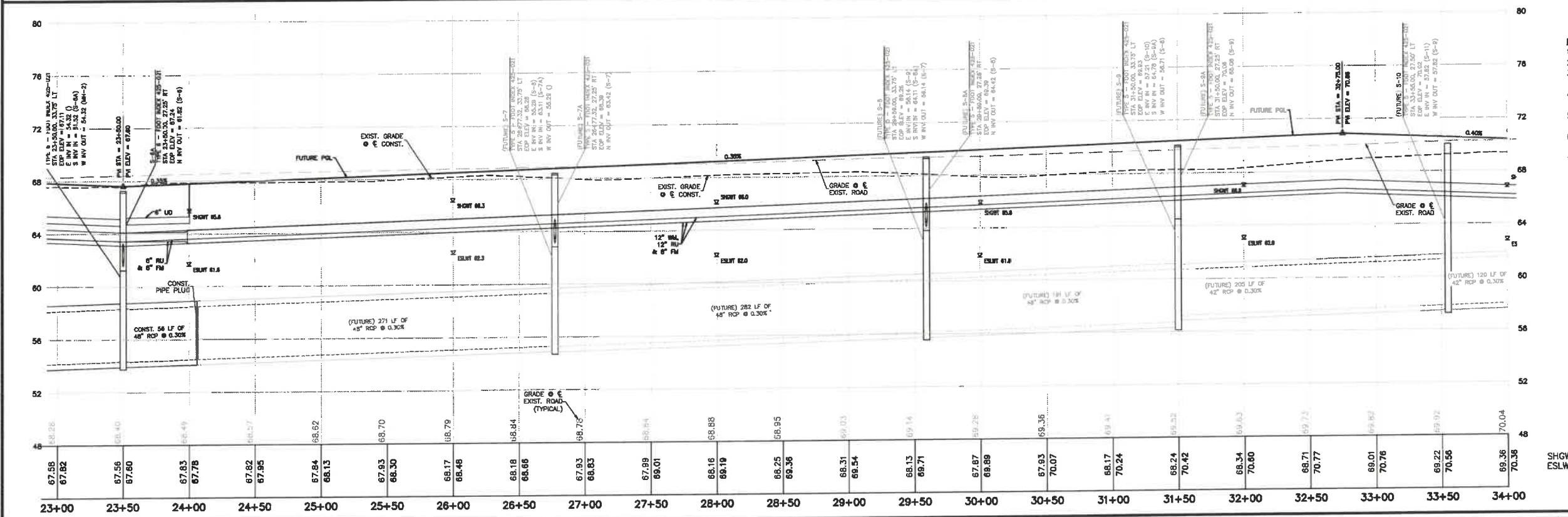
LEGEND

- PROPOSED BENDS 11.25', 22.5', 45' & 90'
- PROPOSED GATE VALVE, TEE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DOUBLE WATER SERVICE
- PROP. DOUBLE REUSE WATER SERVICE
- PROPOSED REUSE WATER MAIN (RM)
- PROPOSED FORCE MAIN (FM)
- PROPOSED UNDERDRAIN (UD)
- PROPOSED FIRE HYDRANT ASSEMBLY (F.H.A.)
- 1-TEE (AS REQUIRED)
- 1-12" G.W. (AS REQUIRED)
- 1-FIRE HYDRANT

BORING LOCATION
 (SEE GEO REPORT FOR ADDITIONAL SOIL BORING INFORMATION)

NOTE:
 THE CITY OF ST. CLOUD WILL MAINTAIN THE POTABLE WATER, REUSE WATER AND SANITARY SEWER FORCE MAIN WITHIN THE OSCEOLA RIGHT-OF-WAY.

SCALES:
 HORZ: 1" = 40'
 VERT: 1" = 4'



- NOTES:**
- BOTH THE DESIGN AND POSTED SPEEDS ARE 35 MPH.
 - SEE SHEET 03 FOR GENERAL NOTES.
 - CONSTRUCT CURB RAMPS AND DETECTABLE WARNINGS PER FDOT INDEX 522-002, SEE SHEET 21.
 - CONST. 3,835 LF OF TYPE III SILT FENCE FOR ROADWAY. SEE POND SHEET 12 FOR ADDITIONAL SILT FENCE.
 - MINIMUM ROADWAY CROWN ELEVATION SHALL NOT BE LOWER THAN ELEVATION 59.5.
 - GATE VALVES, CROSSES, TEES AND OTHER FITTINGS SHALL NOT HAVE MORE THAN 24" OF PIPE BETWEEN THEM.
 - VERTICAL DEFLECTIONS OVER 2" WILL REQUIRE AN ARV.
- SHGW - SEASONAL HIGH GROUND WATER TABLE
 ESLW - ESTIMATED SEASONAL LOW WATER TABLE

DESIGN	SH	F.R. NO.	
DRAWN	KH	PAGE	
CHECKED	SH	SCALE	AS NOTED
CAD		DATE	10/20/21

SEC.	17			
TWP.	26 S			
RANGE	30 E			
DATE	08/08/22	BY	KH	REVISIONS
DATE	06/21/22	BY	SDH	REVISED PER CITY COMMENTS

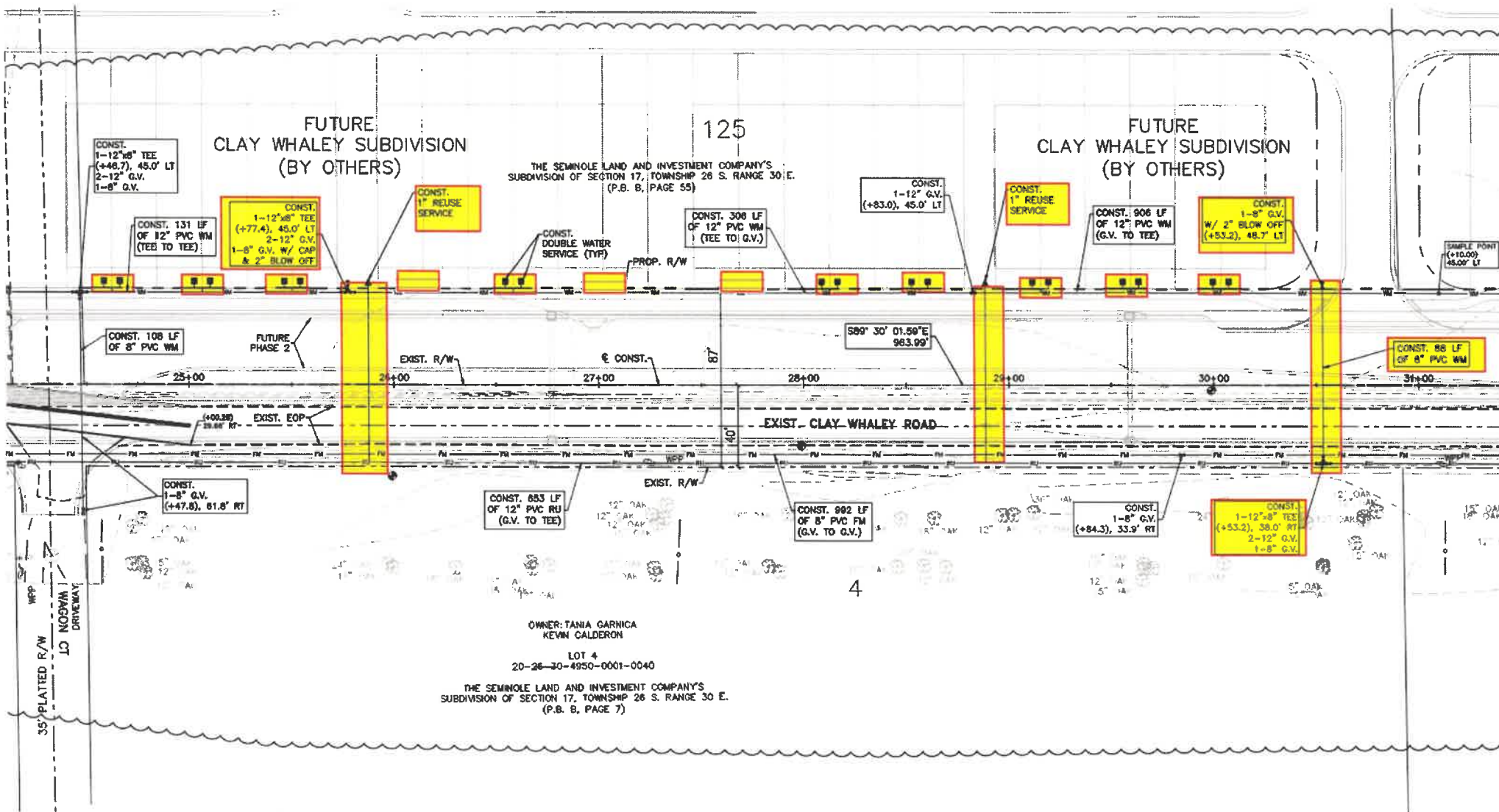
8 BROADWAY, SUITE 104, MISSISSAUGA, ONTARIO L4V 1P7
 PHONE: (416) 847-8433 FAX: (416) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

CLAY WHALEY ROAD WIDENING

CLAY WHALEY ROAD UTILITY PLANS

SHEET No	07A of 40
JOB No	4288-17

15:43:08 - 17:00:00 ENGINEERING\GORDON\JAMES\4288-17.dwg - DWG: WIDENING.dwg - Aug 08, 2022 - 5:52pm - plotted by: kloadem



TOTALS OF THIS SHEET ONLY

Watermain:

- 2EA 12" GV at STA 25+77 @ \$5300ea = TOTAL of **\$10,600**
- 1EA 8" GV at STA 25 + 77 @ \$2900ea = TOTAL of **\$2900**
- 12EA Double Water Services @ \$1550ea = TOTAL of **\$18,600**
- 1EA 2" Blowoff Assembly at STA 25+77 @ \$5500 = TOTAL of **\$5500**
- 1EA 12x8" TEE (for WM) at STA 25+77 @ \$396.55 (direct cost material) + \$340 installation (1hr crew time) = TOTAL of **\$736.55**

WATERMAIN TOTAL (this sheet) = \$38,336.55

TOTALS OF THIS SHEET ONLY

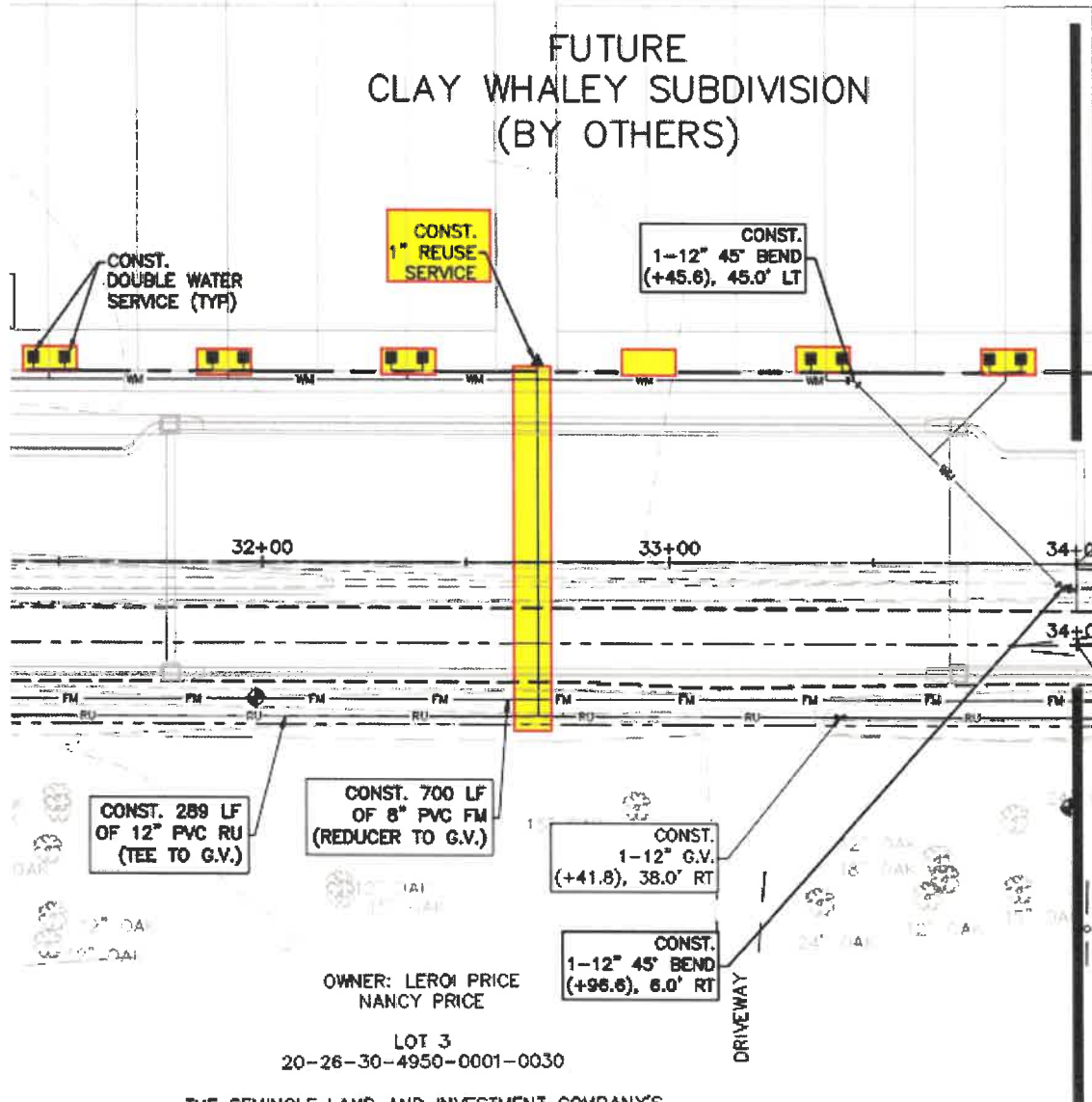
Reuse/Reclaim:

- 1EA 12x8" TEE (for RU) at STA 30+53 @ \$396.55 (direct cost material) + \$340 installation (1hr crew time) = TOTAL of **\$736.55**
- 2EA 1" Reuse Service at STA 25+77 and 28+83 @ \$2850 = TOTAL **\$5700**
- 2EA 12" GV at STA 30+53 @ \$5900ea = TOTAL of **\$11,800**
- 2EA 8" GV at STA 30+53 @ \$3100ea = TOTAL of **\$6200**
- 1EA 2: Blowoff Assembly at STA 30+53 @ \$3400 = TOTAL of **\$3400**
- 88LF of 8" PVC @ \$55/lf = TOTAL of **\$4840**

REUSE TOTAL (this sheet) = \$32,676.55

- BW

FUTURE
CLAY WHALEY SUBDIVISION
(BY OTHERS)



TOTAL OF THIS SHEET ONLY

WATERMAIN:

- 6EA Double Water Services @ \$1550ea = TOTAL of \$9300

REUSE/RECLAIM

- 1EA 1" Service at STA 32+70 @ \$2850 = TOTAL of \$2850

WATERMAIN TOTAL (this sheet) = \$9300

REUSE TOTAL (this sheet) = \$2850

- 6/11

CONST. 289 LF
OF 12" PVC RU
(TEE TO G.V.)

CONST. 700 LF
OF 8" PVC FM
(REDUCER TO G.V.)

CONST.
1-12" G.V.
(+41.8), 38.0' RT

CONST.
1-12" 45° BEND
(+96.6), 6.0' RT

OWNER: LEROI PRICE
NANCY PRICE

LOT 3
20-26-30-4950-0001-0030

THE SEMINOLE LAND AND INVESTMENT COMPANY'S
SUBDIVISION OF SECTION 17, TOWNSHIP 26 S. RANGE 30 E.
(P.B. B, PAGE 7)

OVERALL TOTALS (see previous sheets)

Watermain:

$$\$38,336.55 + \$9300 = \$47,636.55$$

Reuse/Reclaim:

$$\$32,676.55 + \$2850 = \$35,526.55$$

GRAND TOTAL: \$83,163.10

✓ APPROVED

- BW

02.20.2023 - AGREED contract refund \$83,163.10
Total confirmed by Mike Cresh (SDC) & Bobby Wanas (BTI)

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4

**LANDSCAPE MAINTENANCE AGREEMENT
(POND BANKS D, E & F)**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of July 2023, by and between:

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

SSS DOWN TO EARTH OPCO LLC D/B/A DOWN TO EARTH, an Ohio limited liability company, with local address of 2701 Maitland Center Parkway, Suite 200, Maitland, Florida 32751 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for Pond Banks D, E, and F, located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape maintenance contractor and provide such services to the District.

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

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)** and incorporated herein by this reference, for Pond Banks D, E and F (“**Landscape Maintenance Area**”). Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless

necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees the site is suitable for the mowing of the existing turf, in its current condition, and on an “as is” basis.

C. Manner of Contractor’s Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains (“Rain Days”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed

under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals

working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

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

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be for a period of three (3) months, commencing July 1, 2023, and ending September 30, 2023, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically terminate at the end of this term.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor **Three Thousand Two Hundred Dollars (\$3,200.00)** per month.

C. Additional Work Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit B**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District on or before the first day of the month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a

Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

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

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

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

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

C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor agrees to indemnify, defend, and hold harmless the District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

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

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

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be

unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Edgewater East
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Attn: District Counsel

B. If to Contractor:

SSS Down to Earth OPCO, LLC
d/b/a Down to Earth
2701 Maitland Center Parkway
Suite 200
Maitland, Florida 32751
Attn: _____

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

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required

by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY PHONE AT (561) 571-0010, BY EMAIL AT INFO@EDGEWATEREASTCDD.NET, OR BY MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

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

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with

Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO LLC
D/B/A DOWN TO EARTH**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Form of Work Authorization

Exhibit A: Scope of Services



Landscape Maintenance Agreement

Attention: **Edgewater East CDD**
 c/o Wrathell, Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

Ponds D, E & F

Landscape Maintenance Summary

Pond Bank Mowing		\$ 3,200.00	Monthly
Irrigation Inspection			NA
Fertilization/Pest Control			NA

		•
Total Monthly Fee	\$ 3,200.00	•

* Pricing is valid for 30 days from the date of this Proposal.

Exhibit B: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape Maintenance Agreement*, effective _____, 2023 (the “Agreement”), by and between:

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

SSS DOWN TO EARTH OPCO LLC D/B/A DOWN TO EARTH, an Ohio limited liability company (“Contractor”).

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

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

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

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO LLC
D/B/A DOWN TO EARTH**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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**WORK AUTHORIZATION NUMBER 1
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, 2023, authorizes certain work in accordance with that certain *Landscape Maintenance Agreement*, effective _____, 2023 (the "Agreement"), by and between:

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

SSS DOWN TO EARTH OPCO LLC D/B/A DOWN TO EARTH, an Ohio limited liability company ("Contractor").

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

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor Seven Thousand Five Hundred Dollars (\$7,500.00). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

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

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO LLC
D/B/A DOWN TO EARTH**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

Exhibit A
Proposal for Additional Services

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Edgewater East Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Edgewater East Community Development District, Osceola County, Florida (the "District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year ended September 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 14, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 14, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Edgewater East Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of District exceeded its assets at the close of most recent fiscal year resulting in a net position deficit balance of (\$622,710).
- The change in the District's total net position in comparison with the prior fiscal year was (\$1,199,761), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$21,595,701, an increase of \$10,632,273 in comparison with the prior fiscal year. The fund balance is restricted for debt service and capital projects, non-spendable for prepaids and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2022	2021
Current and other assets	\$ 23,850,659	\$ 13,032,875
Capital assets, net of depreciation	32,361,654	10,034,749
Total assets	<u>56,212,313</u>	<u>23,067,624</u>
Current liabilities	3,090,812	2,443,317
Long-term liabilities	53,744,211	20,047,256
Total liabilities	<u>56,835,023</u>	<u>22,490,573</u>
Net position		
Net investment in capital assets	(3,841,704)	(605,521)
Restricted	3,221,600	1,197,367
Unrestricted	(2,606)	(14,795)
Total net position	<u>\$ (622,710)</u>	<u>\$ 577,051</u>

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to bond issue costs.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2022	2021
Revenues:		
Program revenues		
Charges for services	\$ 1,112,580	\$ -
Operating grants and contributions	139,122	81,746
Capital grants and contributions	77,553	1,618,519
Total revenues	<u>1,329,255</u>	<u>1,700,265</u>
Expenses:		
General government	114,750	96,497
Interest	1,500,126	373,870
Bond issuance costs	914,140	639,550
Total expenses	<u>2,529,016</u>	<u>1,109,917</u>
Change in net position	<u>(1,199,761)</u>	<u>590,348</u>
Net position - beginning	577,051	(13,297)
Net position - ending	<u>\$ (622,710)</u>	<u>\$ 577,051</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$2,529,016. The costs of the District's activities were partially funded by program revenues. The increase in expenses was due to bond issue costs and interest expense.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2022, the District had \$32,361,654 invested in capital assets for its governmental activities. In the government-wide financial statements no depreciation has been taken, which resulted in a net book value of \$32,361,654. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2022, the District had \$53,425,000 in Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District's operations are expected to increase as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Edgewater East Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33481.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	Governmental Activities
ASSETS	
Cash	\$ 4,753
Other receivable	3,516
Due from Developer	43,844
Prepays	6,268
Restricted assets:	
Investments	23,792,278
Capital assets:	
Nondepreciable	<u>32,361,654</u>
Total assets	<u>56,212,313</u>
 LIABILITIES	
Accounts payable	42,196
Contracts and retainage payable	2,191,762
Due to Developer	21,000
Accrued interest payable	835,854
Non-current liabilities:	
Due within one year	1,045,000
Due in more than one year	<u>52,699,211</u>
Total liabilities	<u>56,835,023</u>
 NET POSITION	
Net investment in capital assets	(3,841,704)
Restricted for debt service	3,221,600
Unrestricted	<u>(2,606)</u>
Total net position	<u>\$ (622,710)</u>

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position	
	Expenses	Charges for Services	Operating Grants and Contributions		Capital Grants and Contributions
Primary government:					
Governmental activities:					
General government	\$ 114,750	\$ -	\$ 126,939	\$ 77,553	\$ 89,742
Interest	1,500,126	1,112,580	12,183		(375,363)
Bond issuance costs	914,140	-	-	-	(914,140)
Total governmental activities	2,529,016	1,112,580	139,122	77,553	(1,199,761)
					Change in net position (1,199,761)
					Net position - beginning 577,051
					Net position - ending \$ (622,710)

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 4,753	\$ -	\$ -	\$ 4,753
Investments	-	4,063,179	19,729,099	23,792,278
Due from Developer	43,844	-	-	43,844
Other receivable	-	-	3,516	3,516
Due from other funds	5,725	-	-	5,725
Prepays	6,268	-	-	6,268
Total assets	<u>\$ 60,590</u>	<u>\$ 4,063,179</u>	<u>\$ 19,732,615</u>	<u>\$ 23,856,384</u>
LIABILITIES				
Liabilities:				
Accounts payable	\$ 42,196	\$ -	\$ -	\$ 42,196
Contracts and retainage payable	-	-	2,191,762	2,191,762
Due to Developer	21,000	-	-	21,000
Due to other funds	-	5,725	-	5,725
Total liabilities	<u>63,196</u>	<u>5,725</u>	<u>2,191,762</u>	<u>2,260,683</u>
FUND BALANCES				
Nonspendable:				
Prepaid items	6,268	-	-	6,268
Restricted for:				
Debt service	-	4,057,454	-	4,057,454
Capital projects	-	-	17,540,853	17,540,853
Unassigned	(8,874)	-	-	(8,874)
Total fund balances	<u>(2,606)</u>	<u>4,057,454</u>	<u>17,540,853</u>	<u>21,595,701</u>
Total liabilities and fund balances	<u>\$ 60,590</u>	<u>\$ 4,063,179</u>	<u>\$ 19,732,615</u>	<u>\$ 23,856,384</u>

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

Fund balance - governmental funds \$ 21,595,701

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Cost of capital assets	32,361,654	
Accumulated depreciation	<u>-</u>	32,361,654

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(835,854)	
Original issue premium	(319,211)	
Bonds payable	<u>(53,425,000)</u>	<u>(54,580,065)</u>
Net position of governmental activities		<u>\$ (622,710)</u>

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ -	\$ 1,112,580	\$ -	\$ 1,112,580
Developer contributions	126,939		-	126,939
Interest	-	12,183	77,553	89,736
Total revenues	<u>126,939</u>	<u>1,124,763</u>	<u>77,553</u>	<u>1,329,255</u>
EXPENDITURES				
Current:				
General government	114,750	-	-	114,750
Debt service:				
Principal	-	395,000	-	395,000
Interest	-	1,049,149	-	1,049,149
Bond issuance costs	-	914,140	-	914,140
Capital outlay	-	-	22,326,905	22,326,905
Total expenditures	<u>114,750</u>	<u>2,358,289</u>	<u>22,326,905</u>	<u>24,799,944</u>
Excess (deficiency) of revenues over (under) expenditures	12,189	(1,233,526)	(22,249,352)	(23,470,689)
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,618,095)	(9,709)	1,627,804	-
Bond premium	-	-	177,962	177,962
Bond Proceeds	-	3,729,452	30,195,548	33,925,000
Total other financing sources (uses)	<u>(1,618,095)</u>	<u>3,719,743</u>	<u>32,001,314</u>	<u>34,102,962</u>
Net change in fund balances	(1,605,906)	2,486,217	9,751,962	10,632,273
Fund balances - beginning	<u>1,603,300</u>	<u>1,571,237</u>	<u>7,788,891</u>	<u>10,963,428</u>
Fund balances - ending	<u>\$ (2,606)</u>	<u>\$ 4,057,454</u>	<u>\$ 17,540,853</u>	<u>\$ 21,595,701</u>

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$ 10,632,273
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	22,326,905
Governmental funds report bond proceeds when debt is first issued, whereas these proceeds are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(33,925,000)
Repayments of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	395,000
Governmental funds report the effect of Bond issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	(177,962)
Amortization of Bond premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	11,007
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>(461,984)</u>
Change in net position of governmental activities	<u><u>\$ (1,199,761)</u></u>

See notes to the financial statements

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Edgewater East Community Development District ("District") was created June 15, 2020 by Ordinance 2020-49 of the Board of County Commissioners of Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2022, all of the Board members are affiliated with BTI Partners ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2022

	Amortized	Credit Risk	Maturities
First American Government Money Market Funds Class			Weighted average of the
Y	\$23,792,278	S&P AAAm	fund portfolio: 18 days
	<u>\$23,792,278</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2022 were as follows:

Fund	Transfer in	Transfer Out
General fund	\$ -	\$ 1,618,095
Debt Service Fund	-	9,709
Capital projects fund	1,627,804	-
Total	<u>\$ 1,627,804</u>	<u>\$ 1,627,804</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. The general fund transfer to the capital projects fund relates to impact fees collected in the general fund that were used for construction costs in the capital projects fund.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 10,034,749	\$ 22,326,905	\$ -	\$ 32,361,654
Total capital assets, not being depreciated	10,034,749	22,326,905	-	32,361,654
Governmental activities capital assets, net	\$10,034,749	\$ 22,326,905	\$ -	\$ 32,361,654

The Capital Improvement Program (“CIP”) intended to serve the District has been estimated at a total cost of approximately \$88,739,165 for master improvements and \$53,220,000 for Neighborhood Infrastructure. The estimated cost of the Area One Project is approximately \$22,950,000 and \$55,723,430 for Area Two Project. The infrastructure will include roadways, stormwater management, utilities, landscape, undergrounding of conduit and environmental conservation. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds. Upon completion, the infrastructure is to be conveyed to others for ownership and maintenance responsibilities.

NOTE 7 – LONG-TERM LIABILITIES

Series 2021 Area 1

On March 16, 2021, the District issued \$19,895,000 of Special Assessment Revenue Bonds, Series 2021. Area 1, consisting of \$2,090,000 Term Bonds Series 2021 due on May 1, 2026 with a fixed interest rate of 2.5%, \$2,400,000 Term Bonds due in May 1, 2031 with a fixed interest rate of 3.1%, \$6,255,000 Term Bonds due May 1, 2041 with a fixed interest rate of 3.6%, and \$9,150,000 Term Bonds due May 1, 2051 with a fixed interest rate of 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 20021 Bonds are not subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Series 2022 Area 2

On February 9, 2022, the District issued \$33,925,000 of Special Assessment Revenue Bonds, Series 2022. Area 2, consisting of \$3,400,000 Term Bonds Series 2022 due on May 1, 2027 with a fixed interest rate of 3.0%, \$3,985,000 Term Bonds due in May 1, 2032 with a fixed interest rate of 3.375%, \$10,650,000 Term Bonds due May 1, 2042 with a fixed interest rate of 4.0%, and \$15,890,000 Term Bonds due May 1, 2052 with a fixed interest rate of 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 20022 Bonds are not subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2021	\$ -	\$ 19,895,000	\$ -	\$ 19,895,000	\$ 395,000
Plus: bond premium	-	152,256	-	152,256	-
Total	\$ -	\$ 20,047,256	\$ -	\$ 20,047,256	\$ 395,000

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2023	\$ 1,045,000	\$ 2,006,049	\$ 3,051,049
2024	1,080,000	1,976,724	3,056,724
2025	1,110,000	1,946,424	3,056,424
2026	1,140,000	1,915,274	3,055,274
2027	1,170,000	1,883,274	3,053,274
2028-2032	6,465,000	8,829,775	15,294,775
2033-2037	7,750,000	7,594,700	15,344,700
2028-2042	9,385,000	5,982,800	15,367,800
2043-2047	11,440,000	3,977,200	15,417,200
2048-2052	12,840,000	1,495,000	14,335,000
Total	\$ 53,425,000	\$ 37,607,220	\$ 91,032,220

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$126,939. The Developer has also provided the District with a general reserve for operations of \$21,000 which will be repaid to the Developer at a later date. In addition all of the debt service fund assessments were paid by the Developer.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 11 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final	Actual Amounts	
REVENUES			
Developer contributions	\$ 132,790	\$ 126,939	\$ (5,851)
Total revenues	132,790	126,939	(5,851)
EXPENDITURES			
Current:			
General government	132,790	114,750	18,040
Total expenditures	132,790	114,750	18,040
Excess (deficiency) of revenues over (under) expenditures	-	12,189	12,189
OTHER FINANCING SOURCES (USES)			
Interfund transfers	-	(1,618,095)	(1,618,095)
Total other financing sources	-	(1,618,095)	(1,618,095)
Net change in fund balance	\$ -	(1,605,906)	\$ (1,605,906)
Fund balance - beginning		1,603,300	
Fund balance - ending		\$ (2,606)	

See notes to required supplementary information

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	4
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$0
Independent contractor compensation for FYE 9/30/2022	\$77,357
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See page 22 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2022	Not applicable
Ad valorem taxes collected FYE 9/30/2022	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - 117.04
	Debt service - 749.67-1,224.94
Special assessments collected FYE 9/30/2022	\$0
Outstanding Bonds:	
Series 2021, due May 1, 2051,	see Note 7 for details



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Edgewater East Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Edgewater East Community Development District, Osceola County, Florida (the "District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 14, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

B *Law & Associates*

June 14, 2023



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Edgewater East Community Development District
Osceola County, Florida

We have examined Edgewater East Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Edgewater East Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 14, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Edgewater East Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Edgewater East Community Development District ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 14, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 14, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Edgewater East Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Edgewater East Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 14, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL
YEAR ENDED SEPTEMBER 30, 2022**

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Statements for Fiscal Year 2022;

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

1. The Audited Financial Statements for Fiscal Year 2022, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2022, for the period ending September 30, 2022; and

2. A verified copy of said Audited Financial Statements for Fiscal Year 2022 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 6th day of July, 2023.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located.

WHEREAS, the Board desires to adopt the meeting schedule attached as **Exhibit A**, for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023/2024”).

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

1. The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and will also be provided to applicable governing authorities.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th day of July, 2023.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2023	Regular Meeting	9:00 AM
November 2, 2023	Regular Meeting	9:00 AM
December 7, 2023	Regular Meeting	9:00 AM
January 4, 2024	Regular Meeting	9:00 AM
February 1, 2024	Regular Meeting	9:00 AM
March 7, 2024	Regular Meeting	9:00 AM
April 4, 2024	Regular Meeting	9:00 AM
May 2, 2024	Regular Meeting	9:00 AM
June 6, 2024	Regular Meeting	9:00 AM
July __, 2024*	Regular Meeting	9:00 AM
August 1, 2024	Regular Meeting	9:00 AM
September 5, 2024	Regular Meeting	9:00 AM

***Exception**

Note: The July meeting date is on the Independence Day holiday.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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

T 407.423.8398
F 407.843.1070

June 29, 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.


Digitally signed by Anthony P. Reddeck
DN:
E=A.Reddeck@gaiconsultants.com,
CN=Anthony P. Reddeck
Date: 2023.06.29 14:47:07-04'00'
Anthony P. Reddeck
Tony Reddeck
Engineering Director


Digitally signed by Kathleen S. Leo
DN:
E=K.Leo@gaiconsultants.com,
CN=Kathleen S. Leo
Date: 2023.06.29 14:59:41-04'00'
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, \$2,875/month	\$34,500

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 requirements, 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

Rev. 2/2016

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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).

Modifications and Additions to the Standard Terms and Conditions for Professional Services “Modifications”)

Edgewater East Community Development District (“Owner” or “Client”) and GAI Consultants, Inc. “GAI” or “Consultant”) hereby modify, amend, supplement or supersede certain portions of the Agreement and the Standard Terms and Conditions for Professional Services set forth above as more particularly described below. The Modifications shall take precedence over any conflicting or ambiguous provision or term in the Agreement or in the Standard Terms and Conditions for Professional Services set forth above.

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. 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-five (45) days 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 or the maximum permitted by law, whichever is less. Invoices are to be emailed to kkramer@btipartners.com, shindle@hansonwalter.com and www.torresewhassociates.com.

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 are successfully recovered 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.

- 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.”

4. 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.”

5. 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.”

6. Exhibit “A”, Standard Terms and Conditions, delete Section 5I.

7. Exhibit “A”, Standard Terms and Conditions, delete Section 7A.

8. Exhibit “A”, Standard Terms and Conditions, delete the second and third sentences of Section 7B.

9. 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.”

10. 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.

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.

- a. 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.
 - b. 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 nonpayment 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]. Additionally, nothing in this Agreement requires GAI to indemnify the Client for the Client's percentage of fault if the Client is adjudged to be more than 50% at fault for any claims against the Client and GAI as jointly liable parties. GAI further agrees that nothing herein shall constitute or be construed as a waiver of the Client's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

The duty to defend (except with respect to professional liability claims) under this article is independent from the duty to indemnify. 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."

11. Exhibit "A", Standard Terms and Conditions, delete Section 11.
12. Exhibit "A", Standard Terms and Conditions, delete Section 14.
13. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor in Section 16A.
14. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
15. 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."
16. 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."
17. Exhibit "A", Standard Terms and Conditions, add a new Section 16L:

GAI understands and agrees that all documents of any kind provided to the Client in connection with this Agreement may be public records, and, accordingly, GAI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. GAI acknowledges that the designated public records custodian for the Client is Craig Wrathell ("Public Records Custodian"). Among other

requirements and to the extent applicable by law, GAI shall

1. keep and maintain public records required by the Client to perform the service; 2) upon request by the Public Records Custodian, provide the Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3. ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if GAI does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the contract, transfer to the Client, at no cost, all public records in GAI's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public

records pursuant to Florida laws. When such public records are transferred by the GAI, GAI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GAI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GAI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561) 571-0010, WRATHHELL@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431."

18. Exhibit "A", Standard Terms and Conditions, add a new Section 16M:

"The Engineer shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement."
19. Exhibit "A", Standard Terms and Conditions, add a new Section 16N:

"The Engineer agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes."
20. Exhibit "A", Standard Terms and Conditions, add a new Section 16O:

"Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes;

(ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.”

END OF TERMS AND CONDITIONS

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

UNAUDITED
FINANCIAL
STATEMENTS

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

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 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	\$ 267,224	\$ -	\$ -	\$ -	\$ -	\$ 267,224
Cash - impact fees	1,123,408	-	-	-	-	1,123,408
Investments						
Revenue	-	329,205	47,681	-	-	376,886
Reserve	-	1,112,580	1,944,216	-	-	3,056,796
Interest	-	-	17	-	-	17
Construction	-	-	-	724,111	-	724,111
Project infrastructure	-	-	-	-	839,525	839,525
Construction - E2	-	-	-	-	2,127,072	2,127,072
Construction - E5	-	-	-	-	508,119	508,119
Construction - E6N	-	-	-	-	6,611,959	6,611,959
Cost of issuance	-	10,266	-	-	-	10,266
Due from Landowner	-	131,551	-	-	-	131,551
Due from general fund	-	-	-	-	1,123,408	1,123,408
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$1,396,357</u>	<u>\$1,583,602</u>	<u>\$1,991,914</u>	<u>\$ 724,111</u>	<u>\$11,210,083</u>	<u>\$16,906,067</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 1,546,179	\$ 1,546,179
Retainage payable	-	-	-	668,845	911,085	1,579,930
Due to general fund	-	-	5,725	-	-	5,725
Due to project infrastructure	1,123,408	-	-	-	-	1,123,408
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>1,144,408</u>	<u>-</u>	<u>5,725</u>	<u>668,845</u>	<u>2,457,264</u>	<u>4,276,242</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	-	131,551	-	-	-	131,551
Total deferred inflows of resources	<u>-</u>	<u>131,551</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>131,551</u>
Fund balances:						
Restricted for:						
Debt service	-	1,452,051	1,986,189	-	-	3,438,240
Capital projects	-	-	-	55,266	8,752,819	8,808,085
Unassigned	251,949	-	-	-	-	251,949
Total fund balances	<u>251,949</u>	<u>1,452,051</u>	<u>1,986,189</u>	<u>55,266</u>	<u>8,752,819</u>	<u>12,498,274</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,396,357</u>	<u>\$1,583,602</u>	<u>\$1,991,914</u>	<u>\$ 724,111</u>	<u>\$11,210,083</u>	<u>\$16,906,067</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 122,629	\$ 497,186	\$ 503,857	99%
Landowner contribution	-	14,938	-	N/A
Lot Closing Assessments	6,671	6,671	-	N/A
Total revenues	<u>129,300</u>	<u>518,795</u>	<u>503,857</u>	103%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	32,000	48,000	67%
Legal	2,272	29,865	50,000	60%
Engineering	1,845	6,850	7,500	91%
Audit	1,000	5,000	6,500	77%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,333	2,000	67%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	3,666	5,500	67%
DSF accounting & assessment rolls - Series 2022	458	3,666	5,500	67%
Telephone	17	133	200	67%
Postage	52	304	500	61%
Printing & binding	42	335	500	67%
Legal advertising	-	590	6,500	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	89	500	18%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>10,311</u>	<u>98,546</u>	<u>152,740</u>	65%
Field operations				
Electricity	83	2,600	3,600	72%
Landscape maint.				
Maintenance contract	-	145,692	252,885	58%
Irrigation	66	2,463	12,000	21%
Total field operations	<u>149</u>	<u>150,755</u>	<u>351,105</u>	43%
Total expenditures	<u>10,460</u>	<u>249,301</u>	<u>503,845</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	118,840	269,494	12	
Fund balances - beginning	133,109	(17,545)	1,618,095	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	251,949	251,949	12	
Fund balances - ending	<u>\$ 251,949</u>	<u>\$ 251,949</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 MAY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 185,082	\$ 910,764	\$ 1,112,587	82%
Lot Closing Assessments	37,348	160,832	-	N/A
Interest	7,025	37,318	-	N/A
Total revenues	<u>229,455</u>	<u>1,108,914</u>	<u>1,112,587</u>	100%
EXPENDITURES				
Debt service				
Principal	405,000	405,000	405,000	100%
Interest	353,978	707,956	707,955	100%
Total debt service	<u>758,978</u>	<u>1,112,956</u>	<u>1,112,955</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(529,523)	(4,042)	(368)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(4,010)	(25,573)	-	N/A
Total other financing sources	<u>(4,010)</u>	<u>(25,573)</u>	<u>-</u>	N/A
Net change in fund balances	(533,533)	(29,615)	(368)	
Fund balances - beginning	1,985,584	1,481,666	1,481,220	
Fund balances - ending	<u>\$ 1,452,051</u>	<u>\$ 1,452,051</u>	<u>\$ 1,480,852</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Interest	11,778	56,683	-	N/A
Total revenues	<u>11,778</u>	<u>1,379,201</u>	<u>1,930,402</u>	71%
EXPENDITURES				
Debt service				
Principal	640,000	640,000	640,000	100%
Interest	649,047	1,298,094	1,298,094	100%
Total debt service	<u>1,289,047</u>	<u>1,938,094</u>	<u>1,938,094</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(1,277,269)	(558,893)	(7,692)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(30,706)	-	N/A
Total other financing sources	<u>-</u>	<u>(30,706)</u>	<u>-</u>	N/A
Net change in fund balances	(1,277,269)	(589,599)	(7,692)	
Fund balances - beginning	3,263,458	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 1,986,189</u>	<u>\$ 1,986,189</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 MAY 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,583	\$ 21,424
Total revenues	2,583	21,424
EXPENDITURES		
Construction costs	-	496,111
Total expenditures	-	496,111
Excess/(deficiency) of revenues over/(under) expenditures	2,583	(474,687)
OTHER FINANCING SOURCES/(USES)		
Transfer in	4,010	25,573
Total other financing sources/(uses)	4,010	25,573
Net change in fund balances	6,593	(449,114)
Fund balances - beginning	48,673	504,380
Fund balances - ending	\$ 55,266	\$ 55,266

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Impact fee credits	\$ 1,123,408	\$ 1,816,308
Interest	48,817	373,026
Total revenues	<u>1,172,225</u>	<u>2,189,334</u>
EXPENDITURES		
Construction costs - project infrastructure	(63,561)	3,084,327
Construction costs - construction ED-2	750,126	3,718,788
Construction costs - construction ED-5	489,338	3,083,677
Construction costs - construction ED-6N	937	616,902
Total expenditures	<u>1,176,840</u>	<u>10,503,694</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,615)	(8,314,360)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	30,706
Total other financing sources/(uses)	<u>-</u>	<u>30,706</u>
Net change in fund balances	(4,615)	(8,283,654)
Fund balances - beginning	8,757,434	17,036,473
Fund balances - ending	<u>\$ 8,752,819</u>	<u>\$ 8,752,819</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 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.

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
Kate John	Kutak Rock LLP
Shawn Hindle	District Engineer
Michael Osborn	BTI

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

Mr. Eckert asked to amend the agenda to include Resolution 2023-06 related to the CDD's intent to operate and maintain the surface water management system and JR Davis Contract Change Order RFCO 06 DP.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, amending the agenda to add the two items for consideration, was approved.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

39

40 **THIRD ORDER OF BUSINESS**

**Consideration of Down To Earth Landscape
& Irrigation Estimates**

41

42

43 **A. #51080 [Clay Whaley Roadway Project]**

44 **B. #51081 [ED5 Roadway Project]**

45 Mr. Wanas stated that these items are related to landscaping and irrigation. Both
46 estimates are below the amount that would necessitate a Request for Proposals (RFP). Mr.
47 Eckert asked if this is related to the Construction bond. Mr. Wanas stated it is the Construction
48 bond. Mr. Eckert stated that Agreements will be prepared.

49

**On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor,
Down To Earth Landscape & Irrigation Estimate #51080 for the Clay Whaley
Roadway Project and Estimate #51081 for the ED5 Roadway Project,
authorizing District Counsel to prepare Agreements and authorizing the Chair
or Vice Chair to execute, were approved.**

55

56

57 **FOURTH ORDER OF BUSINESS**

**Consideration of Jr. Davis Construction ED5
RFCO#05 Haul material to ED5 stockpile**

58

59

60 Mr. Wanas presented Jr. Davis Construction proposal ED5 RFCO#05 to haul materials to
61 the ED5 stockpile.

62

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Jr.
Davis Construction proposal ED5 RFCO#05 to haul material to ED5 stockpile,
was approved.**

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67

68 **FIFTH ORDER OF BUSINESS**

**Consideration of Southern Development &
Construction, Inc., 2222 RFC 008rev2 - Turn
Lane & Plan Revisions [Clay Whaley]**

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72 Mr. Wanas presented the Southern Development & Construction, Inc. proposal 2222
73 RFC 008rev2 for Turn Lane & Plan Revisions for Clay Whaley Road. This Change Order adds the
74 work to the contract.

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On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Southern Development & Construction, Inc., proposal 2222 RFC 008rev2 for Turn Lane & Plan Revisions for Clay Whaley Road, was approved.

SIXTH ORDER OF BUSINESS **Consideration of OUC Service Agreement for Lighting Service Clay Whaley Road**

Mr. Wanas presented the Orlando Utilities Commission (OUC) Service Agreement of the Lighting Service on Clay Whaley Road for the CDD’s portion.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the OUC Service Agreement for Lighting Service on Clay Whaley Road, was approved.

SEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of April 30, 2023**

Mr. Torres presented the Unaudited Financial Statements as of April 30, 2023.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of April 30, 2023, were accepted.

EIGHTH ORDER OF BUSINESS **Approval of May 10, 2023 Regular Meeting Minutes**

Mr. Torres presented the May 10, 2023 Regular Meeting Minutes.

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the May 10, 2023 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock, LLP

Mr. Eckert reported the following:

114 ➤ Ethics Training: The bill passed and was signed by the Governor. Starting the
115 requirement will become effective for the year beginning January 1, 2024. All Board Members
116 must take a four-hour ethics training course.

117 ➤ Sovereign Immunity: The limits were not raised.

118 ▪ **Consideration of Resolution 2023-06, Expressing the District's Intent to Operate and**
119 **Maintain the Surface Water Management System**

120 **This item was an addition to the agenda.**

121 Mr. Eckert presented Resolution 2023-06.

122

123 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
124 **Resolution 2023-06, Expressing the District's Intent to Operate and Maintain**
125 **the Surface Water Management System, in substantial form and pending**
126 **review by the South Florida Water Management District and authorizing the**
127 **Chair or Vice Chair to execute, was adopted.**

128

129

130 ▪ **JR Davis Contract Change Order RFCO 06 DP for Owner Direct Purchase Deducting**
131 **\$2,307,302.64**

132 **This item was an addition to the agenda.**

133 Mr. Wanas presented JR Davis Contract Change Order RFCO 06 DP. This is a deductive
134 Change Order to the original contract for the owner direct-purchase of materials, for a total
135 reduction of \$2,307,302.64.

136

137 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, JR**
138 **Davis Contract Change Order RFCO 06 DP deducting \$2,307,302.64 from the**
139 **original contract for owner-direct purchases, was approved.**

140

141

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

143 Mr. Hindle stated that an overall utility model for wastewater was submitted to the
144 Toho Water Authority (TWA); the model will go through several reviews and the project will
145 likely go out to bid in August or September. Work related to the turnpike is underway. Once

146 comments are received from TWA, changes will be made and then the Agreement will be
147 transmitted to Mr. Eckert for review.

148 Regarding ED6 construction of Crossprairie Parkway, Mr. Hindle and Mr. Wanas are
149 working on a right of entry and locating documentation defining the easement so permission to
150 access the property to reach the canal will be requested.

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

- 152 • **NEXT MEETING DATE: July 6, 2023 at 9:00 A.M.**

- 153 ○ **QUORUM CHECK**

154

155 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

156

157 There were no Board Members' comments or requests.

158

159 **ELEVENTH ORDER OF BUSINESS**

Public Comments

160

161 Ms. John, of Kutak Rock LLP, introduced herself. She will work in conjunction with Mr.
162 Eckert.

163

164 **TWELFTH ORDER OF BUSINESS**

Adjournment

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166

167 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
168 **meeting adjourned at 9:29 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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 <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