

**EDGEWATER EAST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**January 4, 2024**

**BOARD OF SUPERVISORS**

**CONTINUED**

**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**

December 28, 2023

Board of Supervisors  
Edgewater East Community Development District

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

The Board of Supervisors of the Edgewater East Community Development District will hold a Continued Regular Meeting on January 4, 2024 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Award of Contract: RFP for ED6 Framework Roadway, Phase 1 Landscape & Irrigation Work
4. Consideration of Resolution 2024-01, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
5. Consideration of Down to Earth Landscape & Irrigation Estimate #70768 CO-001 Additional Sod [Clay Whaley Roadway, Phase 1 - Construction]
6. Consideration of GAI Consultants, Inc. Construction Administration Supplement No. 01 [ED5 Roadway, Phase 1]
7. Consideration of Stormwater Pond Maintenance Estimates
8. Consideration of Amended and Restated Notice of Assessments for Series 2021
9. Acceptance of Unaudited Financial Statements as of November 30, 2023
10. Approval of December 7, 2023 Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

- B. District Engineer: *Hanson, Walter & Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: February 1, 2024 at 9:00 AM
  - QUORUM CHECK

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

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

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

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 782 134 6157**

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on August 10, 2022, the Board of Supervisors (hereinafter referred to as the “Board”) of the Edgewater East Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2022/2023; and

**WHEREAS**, the Board desires to amend the General Fund portion of the budget previously approved for Fiscal Year 2023

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

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED** this 4th of January, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2023  
EFFECTIVE NOVEMBER 30, 2023**



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2023  
EFFECTIVE NOVEMBER 30, 2023**

	FY 2023 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	FY 2023 Amended Budget
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 497,186	\$ 503,857	\$ 6,671	\$ (6,671)	\$ 497,186
Landowner contribution	36,036	-	(36,036)	36,036	36,036
Lot closing assessments	6,671	-	(6,671)	6,671	6,671
Total revenues	<u>539,893</u>	<u>503,857</u>	<u>(36,036)</u>	<u>36,036</u>	<u>539,893</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/admin/recording	48,000	48,000	-	-	48,000
Legal	67,376	50,000	(17,376)	17,376	67,376
Engineering	10,150	7,500	(2,650)	2,650	10,150
Audit	6,500	6,500	-	-	6,500
Arbitrage rebate calculation	-	1,500	1,500	(1,500)	-
Dissemination agent	2,000	2,000	-	-	2,000
Trustee 2021	4,031	5,725	1,694	(1,694)	4,031
Trustee 2022	4,031	5,725	1,694	(1,694)	4,031
DSF accounting & assessment rolls - Series 2021	5,500	5,500	-	-	5,500
DSF accounting & assessment rolls - Series 2022	5,500	5,500	-	-	5,500
Telephone	200	200	-	-	200
Postage	484	500	16	(16)	484
Printing & binding	500	500	-	-	500
Legal advertising	2,690	6,500	3,810	(3,810)	2,690
Annual special district fee	175	175	-	-	175
Insurance	5,563	5,500	(63)	63	5,563
Contingencies/bank charges	89	500	411	(411)	89
Website					
Hosting & maintenance	705	705	-	-	705
ADA compliance	210	210	-	-	210
Total professional & administrative	<u>163,704</u>	<u>152,740</u>	<u>(10,964)</u>	<u>10,964</u>	<u>163,704</u>
<b>Field operations</b>					
Accounting	-	2,500	2,500	(2,500)	-
Streetlighting	20,349	50,120	29,771	(29,771)	20,349
Repairs & maintenance	169	12,000	11,831	(11,831)	169
Electricity	-	3,600	3,600	(3,600)	-
Landscape maint.					
Maintenance contract	254,667	252,885	(1,782)	1,782	254,667
Plant replacement	-	12,000	12,000	(12,000)	-
Landscape contingency	-	6,000	6,000	(6,000)	-
Irrigation	98,183	12,000	(86,183)	86,183	98,183
Uncoded expense	7,500	-	(7,500)	7,500	7,500
Total field operations	<u>380,868</u>	<u>351,105</u>	<u>(29,763)</u>	<u>29,763</u>	<u>380,868</u>
Total expenditures	<u>544,572</u>	<u>503,845</u>	<u>(40,727)</u>	<u>40,727</u>	<u>544,572</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,679)	12	4,691	(4,691)	(4,679)
Net change in fund balances	(4,679)	12	4,691	(4,691)	(4,679)
Fund balances - beginning	(2,606)	1,618,095	1,618,096	1,618,096	1,618,096
Committed					
Impact fee collections	-	1,618,095	1,618,096	1,618,096	1,618,096
Unassigned	(7,285)	12	4,691	(4,691)	(4,679)
Fund balances - ending	<u>\$ (7,285)</u>	<u>\$ 1,618,107</u>	<u>\$ 1,622,787</u>	<u>\$ 1,613,405</u>	<u>\$ 1,613,417</u>

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**Down to Earth  
Landscape & Irrigation**  
2701 Maitland Center Pkwy.  
Suite 200  
Maitland, Florida 32751  
(321) 263-2700

**Estimate: #70768**

**Customer Address**

Edgewater East CDD  
Osceola FL

**Billing Address**

**Physical Project Address**

Clay Whaley Rd PH 1 - Construction  
Osceola, FL

**Project**

Additional sod outside of  
sidewalks

**Estimated Project Start Date**

September 1, 2023

**Proposed By**

Russell Woodall

**Due Date**

March 27, 2023

**Estimate Details**

Description of Services & Materials	Quantity	Rate	Amount
<b>Additional Sod</b>			
Site Prep, Removal, & Disposal (C)	16.00	\$44.10	\$705.60
Skid steer	5.00	\$43.13	\$215.63
Bahia Sod	38600.00	\$0.38	\$14,668.00
		<b>Subtotal</b>	<b>\$15,589.23</b>
<b>Silt Fence</b>			
Silt Fence	650.00	\$1.72	\$1,114.76
		<b>Subtotal</b>	<b>\$1,114.76</b>
		<b>Project Total</b>	<b>\$16,703.99</b>

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.

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

This estimate is valid for thirty (30) Days

**LANDSCAPE**

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

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

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

No import or export of soil included.

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

**IRRIGATION**

No directional drill included.

No cut and patch of asphalt or concrete included.

No booster pump included. If required, to be specified.

No MOT included. All required MOT to be specified.

Water meter supplied and installed by other.

This proposal will be processed as a change order to the existing contract, all existing contract terms and conditions will apply. Any notes listed that conflict with contract terms and conditions shall be found void.

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

**MAINTENANCE**

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

After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance".

Maintenance proposal will not interfere with the installation contract or required warranty.

**WARRANTY**

All trees, palms, shrubs and plant material shall be warranted against defects in material and workmanship for the period of 1 year, starting after date of completion and acceptance of the project or phase. Final acceptance of all landscape and irrigation under contract shall constitute the beginning of guarantee period. Replacements will be in accordance with the drawings and specifications.

If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

Proposed By:

Agreed & Accepted By:

Russell Woodall  
Down to Earth  
Landscape & Irrigation

01/03/2024  
Date

Clay Whaley Rd PH 1 - Construction  
Date

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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Date: October 26, 2023

Project Number: **R201042.12**

**Supplement No. 1**

Project Name: **Edgewater Neighborhood ED-5 Phase 1 Roadway – Construction Administration**

Project Location (City, County, State): **Osceola, FL**

The terms and conditions of the Agreement for Professional Services, dated August 5, 2022, (hereinafter referred to as “AGREEMENT”) between Edgewater Property Holdings, LLC, (hereinafter referred to as “CLIENT”) and GAI Consultants, Inc. (hereinafter referred to as “GAI”) will govern the performance of the services described in this Supplement (hereinafter referred to as “SUPPLEMENT”).

**Project Description:**

GAI Consultants, Inc. (GAI) is submitting this supplement to Edgewater East CDD, (Client) for the performance of the professional services described below in the Scope of Services for the project. The original proposal for the ED5 Phase 1 construction administration services was based on a 10-month construction schedule. This supplement is for an additional 5-month construction schedule and certification of completion process.

**GAI Scope of Services:** GAI will perform the following services under this SUPPLEMENT.

**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 TWA, 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 **5-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 Osceola County, TWA, 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.

Any services not specifically provided for in the above scope will be considered additional services. Additional services may be proposed by GAI and authorized by Client with an e-mail only and do not require a signature of Client.

### **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 A, in which case Exhibit A 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. Table 1 "Estimated" items are to be billed hourly. If needed additional budget, it may be authorized via email. Budget monies may be re-allocated among tasks at the discretion of GAI, however, the overall proposal value and estimated fees may not be exceeded without prior authorization by the client.

### **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.

REQUESTED AND AUTHORIZED BY:



**Edgewater East Community Development District**

Sincerely,  
**GAI Consultants, Inc.**

Anthony P. Reddeck  
Tony Reddeck  
Engineering Director

Digitally signed by Anthony P. Reddeck  
DN:  
E=A.Reddeck@gaiconsultants.com,  
CN=Anthony P. Reddeck  
Date: 2023.10.26 10:21:07-04'00'

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary  
Exhibit A – 2023 Community Development Florida Rate Schedule

**Table 1**

**Estimated Cost Summary**  
**Professional Services**  
**Edgewater Neighborhood ED-5 Roadway Phase 1**

<b>Task</b>		<b>Estimated Fee</b>
1.0	Construction Administration (5-months, \$3,000/month)	\$15,000

**EXHIBIT A**  
**2023 Community Development Florida Rate Schedule**

END OF SUPPLEMENT

## 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**

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**Service Agreement**

This **Agreement for Professional Services** (the "Agreement"), effective is by Aquatic Management Strategies, Inc, a Florida corporation (hereinafter "AMS") and

Customer: Cross Prairie  
C/O: BTI Partners  
Address: 4798 New Broad St., Suite 220, Orlando, Fl. 32814  
hereinafter "CLIENT"

Start Date \_\_\_\_\_

Both AMS and CLIENT agree to the terms and conditions set forth herein:

- 1. **General Condition of Services:** AMS agrees to provide **aquatic weed control** at **one (6) stormwater ponds** for Client in accordance with the proceeding terms and conditions of the service agreement.
- 2. **Duration of Services:** This agreement is valid for a period of one (1) year. At the end of that time, this agreement can be automatically renewed for additional one (1) year terms, by choosing not to submit a written notice (via certified mail) of termination at least forty-five (45) calendar days prior to the expiration date of the original term or renewal term by Client.
- 3. **Termination:** AMS is an independent contractor of CLIENT and reserves the right to terminate this agreement at any time upon thirty (30) calendar days written notice. CLIENT reserves the right to terminate this agreement at any time upon thirty (30) calendar days written notice via certified mail unless otherwise agreed upon by both parties.
- 4. **Default:** In the case of non-payment or default by the CLIENT, AMS has the right following written notice to the CLIENT to terminate this Agreement, and reasonable attorney's fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month shall be assessed for any payment that is past due as set forth above.
- 5. **Services to Client:** Client agrees to pay AMS for the following services:
  - a. **Standard Littoral Shelf Aquatic Weed Control** **\$ 575.00 month<sup>-1</sup>**
    - i. **Emerged**
    - ii. **Submersed**
    - iii. **Floating**
    - iv. **Algae**
  - b. **Triploid Grass Carp Permitting and Stocking Assistance** **Included**
  - c. **Management Reporting** **Included**
  - d. **Consulting** **Included**

**Total of Services Accepted** **\$ 6900.00**

- 6. **Payment Schedule:**
  - a. Payment of \$575.00 for the initial months service shall be due "net 30 days" from invoice by CLIENT.
  - b. Payment for the balance of the services shall be payable in eleven (11) equal payments of \$575.00 due "net 30 days" from invoice by CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written.

Aquatic Management Strategies, Inc.:

Client:

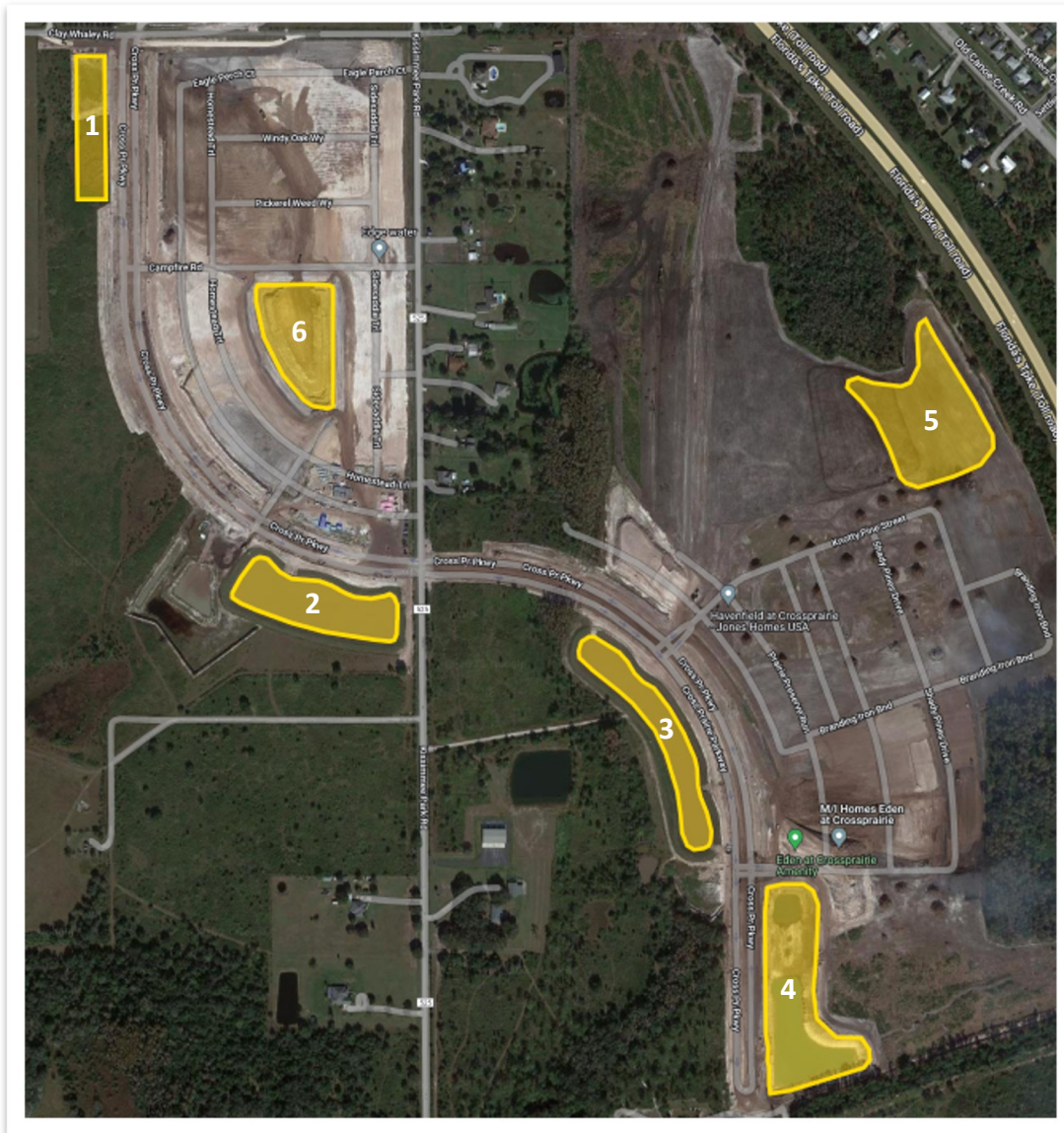
Signed

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name Hudgins Warlick

Name \_\_\_\_\_

# Cross Prairie



name	description
1	2.08 ac 0.296 mi
2	3.50 ac 0.350 mi
3	3.16 ac 0.447 mi
4	5.78 ac 0.477 mi
5	5.47 ac 0.423 mi
6	3.48 ac 0.302 mi





**The Lake Doctors, Inc.**  
Aquatic Management Services

3543 State Road 419  
Winter Springs, FL 32708  
407-327-7918  
[WinterSprings@lakedoctors.com](mailto:WinterSprings@lakedoctors.com)  
[www.lakedoctors.com](http://www.lakedoctors.com)

## Water Management Agreement

Remit to: The Lake Doctors Inc.  
PO BOX 20122  
Tampa, FL 33622-0122

**JAB**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**PROPERTY NAME (Community/Business/Individual)** \_\_\_\_\_

**MANAGEMENT COMPANY** \_\_\_\_\_

**INVOICING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE ( )** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_ **EMAIL INVOICE: YES OR NO**

**THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO**      **THIRD PARTY INVOICING PORTAL: YES OR NO**

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"      **REQUESTED START DATE:** \_\_\_\_\_  
**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Six (6) ponds associated with **Crosspraire**, St. Cloud, FL

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<b>699.00 Monthly</b>
2. Shoreline Grass and Brush Control Program	\$	<b>INCLUDED</b>
3. Free Callback Service	\$	<b>INCLUDED</b>
4. Monthly Written Service Reports	\$	<b>INCLUDED</b>
5. Additional Treatments, if required	\$	<b>INCLUDED</b>
Total of Services Accepted	\$	<b>699.00 Monthly</b>

**\$699.00 of the above sum-total shall be due and payable upon execution of this Agreement**, the balance shall be payable in advance in monthly installments of **\$699.00** including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **January 5, 2023**.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

**Jonathan Bandy SALES MANAGER**

CUSTOMER

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Name \_\_\_\_\_



## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**This Instrument Prepared by  
and return to:**

Michael C. Eckert  
Kutak Rock LLP  
P.O. Box 10230  
Tallahassee, Florida 32302

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**AMENDED AND RESTATED  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF SERIES 2021 SPECIAL ASSESSMENTS**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Edgewater East Community Development District ("**District**") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Nos. 2020-26, 2020-27, 2020-32, 2021-03, 2022-03 and 2022-08 ("**Assessment Resolutions**") providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by improvements described in the Assessment Resolutions and in the District's adopted *Supplemental Engineer's Report for Assessment Area One (ED-4) for the Edgewater East Community Development District*, dated January 28, 2021 ("**Capital Improvement Plan**"). To finance a portion of the costs of the Capital Improvement Plan, the District issued its \$19,895,000 Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2021 ("**Series 2021 Bonds**"). The Series 2021 Bonds are secured by the non-ad valorem assessments levied by the Assessment Resolutions ("**2021 Debt Assessments**"), as further described in the Assessment Resolutions and in the District's *First Supplemental Special Assessment Methodology Report for Assessment Area One*, dated February 10, 2021, as amended ("**Assessment Report**"). The legal description of the lands on which said 2021 Debt Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the

Assessment Resolutions, the 2021 Debt Assessments do not apply to governmental properties dedicated by plat, including right-of-ways or common areas. Copies of the Assessment Resolutions, Capital Improvement Plan and Assessment Report may be obtained by contacting the District at:

Edgewater East Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Phone: 561-571-0010

The 2021 Debt Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2021 Debt Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL**

**GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND  
ASSESSMENTS PROVIDED FOR BY LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed as of the \_\_\_\_ day of January, 2024, and recorded in the Official Records of Osceola County, Florida.

\_\_\_\_\_  
Witness

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
By: Kevin Mays  
Vice Chairman, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of January, 2024, by Kevin Mays, Vice Chairman of the Board of Supervisors of the Edgewater East Community Development District, who is personally known to me and did take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

The following tracts of land, less and except parcel number 21-26-30-4950-0001-0630:

### EAST PARCEL –EDGEWATER PHASE ED–4

A PARCEL OF LAND BEING ALL OF LOTS 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 63, 64, 65, 80, 81, AND 96, AND A PORTION OF LOTS 2, 15, 17, 18, 32, 33, 48, 52, 61, 62, 66, 67, 79, 82, 95, 97, 98, 111, AND 112, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK 'B', PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF LOTS 41, 56, 57, 72, 73, 88, 89, AND 104, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK 'B', PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTION OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF SECTION 16, TOWNSHIP, 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°49'01"E ALONG THE SOUTH LINE OF THE NE ¼ OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN N00°20'10"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.95 FEET TO A POINT OF THE NORTH LINE OF SAID LOT 52; THENCE RUN S89°44'21"E ALONG SAID NORTH LINE, A DISTANCE OF 250.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°44'21"E ALONG SAID NORTH LINE, A DISTANCE OF 393.83 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 46; THENCE RUN N00°18'45"W ALONG THE WEST LINE OF SAID LOTS 3, 14, 19, 30, 35, AND 46, A DISTANCE OF 1,957.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE RUN N48°59'04"E, A DISTANCE OF 30.18 FEET; THENCE RUN N00°11'18"W, A DISTANCE OF 330.04 FEET; THENCE RUN N89°30'18"W, A DISTANCE OF 667.59 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN N00°11'18"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 146.08 FEET TO A POINT ON THE RIGHT OF WAY OF THE FLORIDA'S TURNPIKE; THENCE RUN N89°36'48"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 72.12 FEET TO A POINT ON THE BOUNDARY OF POND B AS RECORDED IN OFFICIAL RECORDS BOOK 4249 PAGE 2879, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE RUN S00°23'12"E, A DISTANCE OF 20.53 FEET; THENCE RUN S78°11'11"E, A DISTANCE OF 136.88 FEET; THENCE RUN S86°15'32"E, A DISTANCE OF 306.78 FEET; THENCE RUN N19°54'27"E, A DISTANCE OF 156.19 FEET; THENCE RUN N50°40'48"W, A DISTANCE OF 569.07 FEET TO A POINT ON THE AFORESAID RIGHT OF WAY LINE OF THE FLORIDA'S TURNPIKE, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1,055.93 FEET AND A CENTRAL ANGLE OF 05°16'25"; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES AND DISTANCES; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.19 FEET (CHORD BEARING = N21°01'05"E, CHORD = 97.15 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N23°39'18"E, A DISTANCE OF 28.83 FEET; THENCE RUN S50°40'48"E, A DISTANCE OF 610.79 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5,604.58 FEET AND A CENTRAL ANGLE OF 03°51'08"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 376.82 FEET (CHORD BEARING = S48°45'14"E, CHORD = 376.75 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN S42°46'53"E, A DISTANCE OF 1,089.11 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5,529.58 FEET AND A CENTRAL ANGLE OF 35°21'16"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3,412.05 FEET (CHORD BEARING = S25°06'15"E, CHORD = 3,358.17 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN S07°25'37"E, A DISTANCE OF 657.06 FEET; THENCE RUN S73°14'06"W, A DISTANCE OF 1,589.51 FEET; THENCE RUN S89°59'52"W, A DISTANCE OF 194.14 FEET; THENCE RUN N00°16'26"W, A DISTANCE OF 1,066.08 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,262.50 FEET AND A CENTRAL ANGLE OF 86°28'57"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,905.62 FEET (CHORD BEARING = N43°30'55"W, CHORD = 1,729.81 FEET) TO A POINT; THENCE RUN N00°20'10"W, A DISTANCE OF 251.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,538,167.60 SQUARE FEET OR 173.053 ACRES, MORE OR LESS.

### WEST PARCEL –EDGEWATER PHASE ED–4

A PARCEL OF LAND BEING ALL OF LOTS 5, 12, 21, 28, 37 AND 44, AND A PORTION OF LOTS 6, 11, 22, 27, 38, 43, 53 AND 54, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK 'B', PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N89°40'05"W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN N00°20'10"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 408.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST RIGHT OF WAY, RUN N90°00'00"W, A DISTANCE OF 38.08 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,137.50 FEET AND A CENTRAL ANGLE OF 89°38'13"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,779.57 FEET (CHORD BEARING = N45°10'54"W, CHORD = 1,803.58 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N00°21'47"W, A DISTANCE OF 1,018.71 FEET TO THE SOUTHEAST CORNER OF ROAD A SEGMENT 2 PER OFFICIAL RECORDS BOOK 4249, PAGE 2879, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE N00°21'47"W, ALONG THE EAST LINE OF SAID ROAD A SEGMENT 2, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,280.00 FEET AND A CENTRAL ANGLE OF 20°07'45, SAID POINT BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF ROAD A CONNECTOR PER OFFICIAL RECORDS BOOK 4249, PAGE 2879; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 449.69 FEET (CHORD BEARING = N80°05'45"E, CHORD = 447.38 FEET) TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, SAID LINE ALSO BEING THE CENTERLINE OF CLAY WHALEY ROAD; THENCE RUN S89°36'17"E ALONG SAID LINE, A DISTANCE OF 728.28 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID KISSIMMEE PARK ROAD; THENCE RUN S00°20'10"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2,230.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,315,341.91 SQUARE FEET OR 53.153 ACRES, MORE OR LESS.

TOGETHER WITH

**RIGHT OF WAY TRACT –EDGEWATER PHASE ED–4**

A PARCEL OF LAND BEING A PORTION OF LOTS 6, 11, 22, 27, 38, 43, 52, 53, 54, 60, 61, 62, 66, 67, 68, 78, 79, 82, 95, 98, AND 111, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N89°57'03"W ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21, A DISTANCE OF 1,189.62 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°16'26"W, A DISTANCE OF 719.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°16'26"W, A DISTANCE OF 1,066.08 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,262.50 FEET AND A CENTRAL ANGLE OF 89°43'34"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,977.09 FEET (CHORD BEARING = N45°08'13"W, CHORD = 1,781.17 FEET) TO THE POINT OF TANGENCY THEREOF; ; THENCE RUN N90°00'00"W, A DISTANCE OF 251.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,137.50 FEET AND A CENTRAL ANGLE OF 89°38'13"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,779.57 FEET (CHORD BEARING = N45°10'54"W, CHORD = 1,603.56 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N00°21'47"W, A DISTANCE OF 1,018.71 FEET TO THE SOUTHEAST CORNER OF ROAD A SEGMENT 2 AS RECORDED IN OFFICIAL RECORDS BOOK 4249, PAGE 2879, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N89°36'17"W ALONG THE SOUTH LINE OF SAID ROAD A SEGMENT 2, A DISTANCE OF 130.01 FEET TO THE SOUTHWEST CORNER OF SAID ROAD A SEGMENT 2; THENCE RUN S00°21'47"E, A DISTANCE OF 1,020.43 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,267.50 FEET AND A CENTRAL ANGLE OF 89°38'13"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,982.95 FEET (CHORD BEARING = S45°10'54"E, CHORD = 1,786.83 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N90°00'00"E, A DISTANCE OF 251.68 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,132.50 FEET AND A CENTRAL ANGLE OF 89°43'34"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,773.51 FEET (CHORD BEARING = S45°08'13"E, CHORD = 1,597.76 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN S00°16'26"E, A DISTANCE OF 1,065.47 FEET; THENCE RUN N89°59'52"E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EXISTING 35.00 FEET WIDE PLATTED RIGHT OF WAY FOR KISSIMMEE PARK ROAD (SR 525).

CONTAINING 792,166.37 SQUARE FEET OR 18.186 ACRES, MORE OR LESS. (4,550 SQUARE FEET WITHIN KISSIMMEE PARK ROAD)

TOGETHER WITH

**DRAINAGE TRACT –EDGEWATER PHASE ED–4**

A PARCEL OF LAND BEING A PORTION OF LOTS 43, 53, 54, 59, 60, 61, 62, 67, 68, 69, 78, 83, 94 AND 99, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N89°57'03"W ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21, A DISTANCE OF 1,319.62 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°16'26"W, A DISTANCE OF 985.81 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°54'02"W, A DISTANCE OF 50.00 FEET; THENCE RUN N00°16'26"W, A DISTANCE OF 722.78 FEET; THENCE RUN N89°55'36"W, A DISTANCE OF 187.10 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 891.85 FEET AND A CENTRAL ANGLE OF 67°22'22"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,048.71 FEET (CHORD BEARING = N29°47'23"W, CHORD = 989.32 FEET); THENCE RUN N27°32'13"E, A DISTANCE OF 196.97 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,082.50 FEET AND A CENTRAL ANGLE OF 27°13'45", THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 514.45 FEET (CHORD BEARING = N76°23'07"W, CHORD = 509.62 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N90°00'00"W, A DISTANCE OF 213.66 FEET; THENCE RUN S00°16'32"E, A DISTANCE OF 274.32 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,817.89 FEET AND A CENTRAL ANGLE OF 30°29'19"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 967.35 FEET (CHORD BEARING = N73°49'36"W, CHORD = 955.98 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 591.00 FEET AND A CENTRAL ANGLE OF 16°50'36"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 173.74 FEET (CHORD BEARING = N47°02'18"E, CHORD = 173.11 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN N38°37'00"E, A DISTANCE OF 105.92 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,317.50 FEET AND A CENTRAL ANGLE OF 27°27'34"; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 631.42 FEET (CHORD BEARING = N44°53'28"W, CHORD = 625.40 FEET); THENCE RUN N58°50' 50"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,267.50 FEET AND A CENTRAL ANGLE OF 58°50'18"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,301.62 FEET (CHORD BEARING = S60°34'51"E, CHORD = 1,245.18 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 251.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,132.50 FEET AND A CENTRAL ANGLE OF 89°43'34"; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,773.51 FEET (CHORD BEARING = S45°08'13"E, CHORD = 1,597.76 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE RUN S00° 16' 26"E, A DISTANCE OF 799.23 FEET TO THE POINT OF BEGINNING. SUBJECT TO EXISTING 35.00 FEET WIDE PLATTED RIGHT OF WAY FOR KISSIMMEE PARK ROAD (SR 525).

CONTAINING 654, 026.24 SQUARE FEET OR 15.01 ACRES, MORE OR LESS. (1,778 SQUARE FEET WITHIN KISSIMMEE PARK ROAD)

TOGETHER WITH:

**CDD EXPANSION PARCEL – 4**

Lot 63, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 8, Public Records of Osceola County, Florida.

Containing 4.601 acres, more or less (this area does not include any platted right of ways).



**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2023**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2023**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 80,455	\$ -	\$ -	\$ -	\$ -	\$ 80,455
Investments						
Revenue	-	131,845	3,248	-	-	135,093
Reserve	-	1,112,580	1,946,443	-	-	3,059,023
Prepayment	-	-	23,537	-	-	23,537
Construction	-	-	-	57,544	-	57,544
Project infrastructure	-	-	-	-	30,571	30,571
Construction - E2	-	-	-	-	396,929	396,929
Construction - E5	-	-	-	-	627,041	627,041
Construction - E6N	-	-	-	-	3,625,477	3,625,477
Cost of issuance	-	10,518	-	-	-	10,518
Undeposited funds	24,497	-	-	-	-	24,497
Due from Landowner	372,650	-	-	-	-	372,650
Due from general fund	-	9,327	-	-	-	9,327
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 483,327</u>	<u>\$1,264,270</u>	<u>\$1,973,228</u>	<u>\$ 57,544</u>	<u>\$ 4,680,018</u>	<u>\$ 8,458,387</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 54,261	\$ -	\$ -	\$ -	\$ -	54,261
Contracts payable	-	-	-	-	131,046	131,046
Retainage payable	-	-	-	5,939	585,271	591,210
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	9,327	-	-	-	-	9,327
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>84,588</u>	<u>-</u>	<u>5,725</u>	<u>5,939</u>	<u>716,317</u>	<u>812,569</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	372,650	-	-	-	-	372,650
Unearned revenue	50,559	102,323	-	-	-	152,882
Total deferred inflows of resources	<u>423,209</u>	<u>102,323</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>525,532</u>
Fund balances:						
Restricted for:						
Debt service	-	1,161,947	1,967,503	-	-	3,129,450
Capital projects	-	-	-	51,605	3,963,701	4,015,306
Unassigned	(24,470)	-	-	-	-	(24,470)
Total fund balances	<u>(24,470)</u>	<u>1,161,947</u>	<u>1,967,503</u>	<u>51,605</u>	<u>3,963,701</u>	<u>7,120,286</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 483,327</u>	<u>\$1,264,270</u>	<u>\$1,973,228</u>	<u>\$ 57,544</u>	<u>\$ 4,680,018</u>	<u>\$ 8,458,387</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 2,375	\$ 2,375	\$ 992,733	0%
Landowner contribution	37,291	43,076	-	N/A
Total revenues	<u>39,666</u>	<u>45,451</u>	<u>992,733</u>	5%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	8,000	48,000	17%
Legal	6,074	6,074	50,000	12%
Engineering	-	-	7,500	0%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	333	2,000	17%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	917	5,500	17%
DSF accounting & assessment rolls - Series 2022	458	917	5,500	17%
Telephone	17	33	200	17%
Postage	21	39	500	8%
Printing & binding	42	83	500	17%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	-	5,785	5,750	101%
Contingencies/bank charges	34	55	500	11%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>11,446</u>	<u>23,116</u>	<u>152,990</u>	15%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	4,584	4,584	80,114	6%
Repairs & maintenance	-	-	24,386	0%
Electricity	-	-	6,586	0%
Landscape maint.				
Maintenance contract	16,231	16,231	542,610	3%
Plant replacement	-	-	17,857	0%
Landscape contingency	2,000	2,000	8,927	22%
Irrigation	-	-	156,774	0%
Total field operations	<u>22,815</u>	<u>22,815</u>	<u>839,754</u>	3%
<b>Other fees &amp; charges</b>				
Tax collector	234	234	-	N/A
Total other fees & charges	<u>234</u>	<u>234</u>	<u>-</u>	N/A
Total expenditures	<u>34,495</u>	<u>46,165</u>	<u>992,744</u>	5%
Excess/(deficiency) of revenues over/(under) expenditures	5,171	(714)	(11)	
Fund balances - beginning Committed	(29,641)	(23,756)	20	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Impact fee collections	-	-	1,618,095	
Unassigned	(24,470)	(24,470)	(1,618,086)	
Fund balances - ending	<u>\$ (24,470)</u>	<u>\$ (24,470)</u>	<u>\$ 9</u>	

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

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 9,327	\$ 9,327	\$ 1,112,587	1%
Interest	6,312	12,393	-	N/A
Total revenues	<u>15,639</u>	<u>21,720</u>	<u>1,112,587</u>	2%
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal	-	-	420,000	0%
Interest	348,915	348,915	697,830	50%
Total debt service	<u>348,915</u>	<u>348,915</u>	<u>1,117,830</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	(333,276)	(327,195)	(5,243)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	(4,682)	(9,198)	-	N/A
Total other financing sources	<u>(4,682)</u>	<u>(9,198)</u>	<u>-</u>	N/A
Net change in fund balances	(337,958)	(336,393)	(5,243)	
Fund balances - beginning	1,499,905	1,498,340	1,487,480	
Fund balances - ending	<u>\$ 1,161,947</u>	<u>\$ 1,161,947</u>	<u>\$ 1,482,237</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	11,031	21,621	-	N/A
Total revenues	<u>11,031</u>	<u>21,621</u>	<u>1,930,402</u>	1%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	20,000	20,000	660,000	3%
Interest	639,447	639,447	1,278,894	50%
Total debt service	<u>659,447</u>	<u>659,447</u>	<u>1,938,894</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	(648,416)	(637,826)	(8,492)	
Net change in fund balances	(648,416)	(637,826)	(8,492)	
Fund balances - beginning	2,615,919	2,605,329	2,570,779	
Fund balances - ending	<u>\$ 1,967,503</u>	<u>\$ 1,967,503</u>	<u>\$ 2,562,287</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 221	\$ 412
Total revenues	<u>221</u>	<u>412</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	221	412
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	4,682	9,198
Total other financing sources/(uses)	<u>4,682</u>	<u>9,198</u>
Net change in fund balances	4,903	9,610
Fund balances - beginning	46,702	41,995
Fund balances - ending	<u>\$ 51,605</u>	<u>\$ 51,605</u>



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

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 47,373	\$ 48,570
Interest & miscellaneous	27,278	59,507
Total revenues	74,651	108,077
<b>EXPENDITURES</b>		
Construction costs - construction ED-5	47,056	48,253
Construction costs - construction ED-6N	609,746	963,964
Total expenditures	656,802	1,012,217
Excess/(deficiency) of revenues over/(under) expenditures	(582,151)	(904,140)
Net change in fund balances	(582,151)	(904,140)
Fund balances - beginning	4,545,852	4,867,841
Fund balances - ending	\$ 3,963,701	\$ 3,963,701

**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 December 7, 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:**

Ernesto Torres	District Manager
Kate John (via telephone)	District Counsel
Camron Hindle	District Engineer
Michael Osborn	BTI

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:38 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Southern Development and Construction Change Order 005 for Phase 2 Improvements [Phase 1 Civil Work Clay Whaley Road]**

38 Mr. Wanas presented Southern Development and Construction Change Order 005 for  
 39 Phase 2 Improvements [Phase 1 Civil Work Clay Whaley Road]. This is for all the roadway  
 40 improvements from Phase 1 along the ED2 edge and all the way up to the point of connection  
 41 to the east at Crossbury Parkway section of Clay Whaley Road. Asked if this is an add-on project  
 42 that was budgeted for and contemplated, Mr. Wanas replied affirmatively.

43 Ms. John confirmed that the CDD is in compliance with the County.  
 44

45 **On MOTION by Mr. Mays and seconded by Mr. Kramer, Southern Development**  
 46 **and Construction Change Order 005 for Phase 2 Improvements [Phase 1 Civil**  
 47 **Work Clay Whaley Road], was approved.**

48  
 49

50 **FOURTH ORDER OF BUSINESS**

**Consideration of Off-Site Forcemain Utility  
 Civil Work RFP Evaluation Criteria**

51  
 52

53 Mr. Torres presented the Off-Site Forcemain Utility Civil Work Request for Proposals  
 54 (RFP) Evaluation Criteria.

55 Mr. Wanas stated the Evaluation Criteria is for a forthcoming project and recommended  
 56 the Board’s approval.

57 It was noted that it will likely be published sometime in January 2024.  
 58

59 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**  
 60 **Off-Site Forcemain Utility Civil Work RFP Evaluation Criteria, was approved.**

61  
 62

63 **FIFTH ORDER OF BUSINESS**

**Consideration of Award of Contract: RFP  
 for ED6 Framework Roadway, Phase 1  
 Landscape & Irrigation Work**

64  
 65

66  
 67 Mr. Torres stated that the respondents to the RFP for ED6 Framework Roadway, Phase 1  
 68 Landscape & Irrigation Work are BrightView Landscape Development, Inc. (BrightView) and  
 69 Down to Earth Landscaping and Engineering (DTE); both proposals were previously reviewed.

70 Ms. John stated District Counsel only received the BrightView proposal and was not  
 71 aware that DTE submitted a proposal. The Board can discuss and score the respondents;

72 however, District Counsel will not be able to make a recommendation since both proposals  
73 have not been reviewed. Ms. John recommended continuing the meeting, on the record, since  
74 this is a publicly-noticed meeting.

75

76 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
77 **Statements as of October 31, 2023**

78

79 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
80 **Unaudited Financial Statements as of October 31, 2023, were accepted.**

81

82

83 **SEVENTH ORDER OF BUSINESS** **Approval of November 2, 2023 Regular**  
84 **Meeting Minutes**

85

86 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**  
87 **November 2, 2023 Regular Meeting Minutes, as presented, were approved.**

88

89

90 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

91

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

93 Ms. John stated that there is a request to release the temporary construction easement  
94 for ED4; Staff will submit it for recording.

95 A Board Member recalled recent discussions with the builders regarding algae growing  
96 in the CDD stormwater ponds and Mr. Osborn is obtaining pricing from contractors to resolve  
97 the issue.

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

99 There was no report.

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

101 Mr. Torres stated this meeting will be continued to January 4, 2024 to resume  
102 consideration of the responses to the RFP for the ED6 Framework Roadway, Phase 1 Landscape  
103 & Irrigation Work and awarding the contract.

- 104 • **NEXT MEETING DATE: January 4, 2024 at 9:00 A.M.**

- 105 ○ **QUORUM CHECK**

106 Supervisors Kramer, Mayo and Wanas confirmed their attendance at the January 4,  
107 2024 meeting.

108

109 **NINTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

110

111 A Board Member asked if Camron will be able to execute the Southern Development  
112 and Construction Change Order, on Mr. Shawn Hindle's behalf. Ms. John stated that Camron  
113 can sign on behalf of Mr. Hindle.

114

115 **TENTH ORDER OF BUSINESS**

**Public Comments**

116

117 There were no public comments.

118

119 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

120

121

122 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
123 **meeting recessed and was continued to January 4, 2024 at 9:00 a.m.**

124

125

126

127

128

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

129  
130  
131  
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133  
134

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Secretary/Assistant Secretary

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Chair/Vice Chair

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 2, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>December 7, 2023</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 2, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 6, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 4, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 1, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>September 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>