

EDGEWATER EAST

COMMUNITY DEVELOPMENT

DISTRICT

February 1, 2024

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

January 25, 2024

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 February 1, 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 Resolution 2024-02, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments for 3.24 Acres of Land Recently Added Within the District's Boundaries as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
 - A. Form of Published Notice of Hearing for Uniform Method
4. Consideration of Recording of Notice of Boundary Amendment
5. Consideration of Amended and Restated Disclosure of Public Financing
6. Consideration of Jr. Davis Construction Company Request for Change Orders
 - A. ED6 RFCO 08: Wallauer Driveway
 - B. ED5 RFCO #11 Rinker ODP (not used)
7. Consideration of Southern Development & Construction Inc. Request for Change Order RFC014 -WM & RM POC
8. Ratification of The Lake Doctors, Inc., Agreement for Water Management Services
9. Consideration of Orlando Utilities Commission Work Orders

- A. #853762
- B. #855201

10. Acceptance of Unaudited Financial Statements as of December 31, 2023

11. Approval of January 4, 2024 Continued Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
 - Update: Required Ethics Training
- B. District Engineer: *Hanson, Walter & Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 7, 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

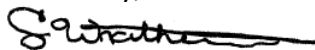
13. Board Members' Comments/Requests

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

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS FOR 3.24 ACRES OF LAND RECENTLY ADDED WITHIN THE DISTRICT'S BOUNDARIES AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

[2023 BOUNDARY AMENDMENT – ADDITION OF 3.24 ACRES]

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*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District, pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the Osceola County Board of County Commissioners recently added 3.24 acres within the boundaries of the District by adoption of Ordinance No. 2023-15 ("2023 New Lands"); and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by section 197.3632, *Florida Statutes*, (the "Uniform Method") on the 2023 New Lands.

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method for the 2023 New Lands on March 7, 2024, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of February, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3A

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE INTENT TO USE THE UNIFORM METHOD
OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS ON LANDS RECENTLY ADDED WITHIN
THE BOUNDARIES OF THE DISTRICT AND RELATED PUBLIC HEARING**

Notice is hereby given that the Edgewater East Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, *Florida Statutes* on approximately 3.24 acres of land recently added within the boundaries of the District. The Board of Supervisors of the District intends to conduct a public hearing on March 7, 2024, at 9:00 a.m., at the offices of **Hanson, Walter and Associates, 8 Broadway, Suite 104, Kissimmee, Florida 34741.**

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on approximately 3.24 acres of land recently added within the boundaries of the District.

The District has a need to levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, offsite utilities, stormwater management systems, water and sewer utilities, street lighting, roadway improvements, recreational facilities, conservation and mitigation improvements, and other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office, Wrathell, Hunt & Associates, c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010, at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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


District Manager

Note to DM: This resolution must be published weekly in a newspaper of general circulation within Osceola County for 4 consecutive weeks preceding the hearing.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by and
upon recording should be returned to:

Kate V. John, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**NOTICE OF BOUNDARY AMENDMENT OF THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on December 18, 2023, the Board of County Commissioners of Osceola County, Florida (“County”) adopted Ordinance No. 2023-15, effective December 21, 2023, amending the boundaries of the Edgewater East Community Development District (“District”). The legal description of the lands encompassed within the District, after amendment, is attached hereto as **Exhibit “A.”** The District was established by County Ordinance No. 2020-49, which became effective on June 16, 2020, as subsequently amended by County Ordinance No. 2020-66, correcting a scrivener’s error, and County Ordinance No. 2021-86, expanding the boundaries of the District. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*.

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 GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice has been executed on this ____ day of _____, 2024, and recorded in the Official Records of Osceola County, Florida.

Kate V. John, District Counsel
Kutak Rock LLP

Witness

Witness

Print Name

Address: _____

Print Name

Address: _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Kate V. John, as District Counsel to the Edgewater East Community Development District, for and on behalf of the District, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

EXHIBIT A: LEGAL DESCRIPTION, AS AMENDED

CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41'52"W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 16; thence run N00°31'03"W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to the Northwest corner of the Southwest ¼ of said Section 16; thence run S89°35'06"E along the North line of the Southwest ¼, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast ¼ of the Southwest ¼ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North ½ of the Southwest ¼ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.

Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East ¼ of the Northwest 1/4 of the Northwest ¼ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, 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, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run $S00^{\circ}20'10''E$, a distance of 2,619.93 feet; thence run $S00^{\circ}19'41''E$, a distance of 329.00 feet; thence departing said West Right of Way line, run $N89^{\circ}41'51''W$, a distance of 1,284.08 feet; thence run $S00^{\circ}17'29''E$, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book 3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses and distances; thence run $N89^{\circ}45'24''W$, a distance of 285.03 feet; thence run $S00^{\circ}17'29''E$, a distance of 250.03 feet; thence run $S89^{\circ}45'24''E$, a distance of 285.03 feet; thence run $S00^{\circ}17'29''E$, a distance of 329.66 feet; thence run $N89^{\circ}47'10''W$, a distance of 677.35 feet; thence run $S00^{\circ}16'23''E$, a distance of 330.01 feet; thence run $S89^{\circ}48'56''E$, a distance of 677.45 feet; thence run $S00^{\circ}17'29''E$, a distance of 329.66 feet; thence run $S89^{\circ}50'42''E$, a distance of 642.55 feet; thence run $N00^{\circ}18'35''W$, a distance of 329.33 feet; thence run $S89^{\circ}48'56''E$, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run $S00^{\circ}19'41''E$ along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run $N89^{\circ}52'28''W$, a distance of 642.65 feet; thence run $S00^{\circ}18'35''E$, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run $N89^{\circ}54'14''W$ along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run $N00^{\circ}16'23''W$, a distance of 250.02 feet; thence run $N89^{\circ}54'14''W$, a distance of 250.02 feet; thence run $N00^{\circ}16'23''W$, a distance of 390.00 feet; thence run $N89^{\circ}50'42''W$, a distance of 660.05 feet; thence run $N00^{\circ}15'17''W$, a distance of 2,644.75 feet; thence run $S89^{\circ}30'15''E$, a distance of 20.00 feet; thence run $N00^{\circ}15'17''W$, a distance of 660.08 feet; thence run $S89^{\circ}37'37''E$, a distance of 968.46 feet; thence run $N00^{\circ}17'07''W$, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run $S89^{\circ}36'17''E$ along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run $S00^{\circ}21'47''E$, a distance of 70.01 feet; thence run $S89^{\circ}36'17''E$, a distance of 130.01 feet; thence run $N00^{\circ}21'47''W$, a distance of 10.01 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of $17^{\circ}22'39''$; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = $N81^{\circ}28'18''E$, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run $S89^{\circ}36'17''E$ along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.

Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast $\frac{1}{4}$ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, 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, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, 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, Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run $S89^{\circ}05'39''E$, a distance of 678.23 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run $S07^{\circ}25'37''E$ along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run $N89^{\circ}43'24''W$, a distance of 618.61 feet; thence run $N00^{\circ}04'06''W$, a distance of 332.21 feet; thence run $N89^{\circ}39'17''W$, a distance of 664.77 feet; thence run $N89^{\circ}28'39''W$, a distance of 20.00 feet; thence run $S00^{\circ}00'43''E$, a distance of 332.64 feet; thence run $N89^{\circ}25'23''W$, a distance of 2,615.32 feet; thence run $N89^{\circ}48'21''W$, a distance of 17.50 feet; thence run $N00^{\circ}03'47''W$, a distance of 660.33 feet; thence run $N89^{\circ}47'13''W$, a distance of 1,285.54 feet; thence run $S00^{\circ}03'46''E$, a distance of 660.76 feet; thence run $N89^{\circ}48'21''W$, a distance of 677.77 feet; thence run $N00^{\circ}03'46''W$, a distance of 1,982.96 feet; thence continue $N00^{\circ}03'46''W$ along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run $S89^{\circ}54'14''E$ along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run $S00^{\circ}02'06''E$, a distance of 410.68 feet; thence run $S89^{\circ}54'07''E$, a distance of 460.85 feet; thence run $N57^{\circ}33'43''E$, a distance of 215.39 feet; thence run $N00^{\circ}01'33''W$, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run $S89^{\circ}54'14''E$, a distance of 35.11 feet; thence run $N00^{\circ}19'41''W$, a distance of 349.01 feet; thence departing said Right of Way, run $S89^{\circ}56'02''E$, a distance of 1,302.46 feet; thence run $N00^{\circ}16'26''W$, a distance of 657.21 feet; thence run $N89^{\circ}54'02''W$, a distance of 660.30 feet; thence run $N00^{\circ}18'04''W$, a distance of 1,315.19 feet;

thence run N89°50'01"W, a distance of 643.42 feet to a point on the East Right of Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run N00°19'41"W, a distance of 328.99 feet; thence run N00°20'10"W, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run S89°44'21"E, a distance of 250.03 feet; thence run N00°20'10"W, a distance of 250.03 feet; thence run S89°44'21"E, a distance of 393.83 feet; thence run N00°18'45"W, a distance of 1,957.22 feet; 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 East Right of Way line of Kissimmee Road; thence run N00°11'18"W, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run N89°36'48"E, a distance of 72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 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 a point; 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 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 5

LOT 110, The SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 8, of the Public Records of Osceola County, Florida.

Less and excepting therefrom the following described property:

A parcel of land, being a portion of Lot 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the Plat thereof, as recorded in Plat Book B, Page 8, of the public records of Osceola County, Florida, being more particularly described as:

Beginning the Southwest corner of said Lot 110, run North 00°18'02" West along the West line of said Lot 110, a distance of 115.14 feet; thence run South 89°55'02" East, a distance of 469.48 feet; thence run South 00°16'26" East along said East line, a distance of 22.73 feet; thence run South 89°55'02" East, a distance of 173.21 feet to a point on the East line of said Lot 110; thence run South 00°16'26"E along said East line, a distance of 92.41 feet to the Southeast corner of said Lot 110; thence run North 89°55'02" West along the South line of said Lot 110, a distance of 642.64 feet to the Point of Beginning.

Containing 3.24 acres more or less (this area does not include any platted right of ways).

FOR A TOTAL ACREAGE OF: 1,390.074

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5

This instrument was prepared by:

Michael C. Eckert, Esq.
Kutak Rock LLP
107 West College Ave
Tallahassee, Florida 32301

AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCE¹

The Edgewater East Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2020-49, which was enacted by the Board of County Commissioners of Osceola County, Florida, and which became effective on June 16, 2020, as modified by Ordinance No. 2020-66 to correct a scrivener’s error, effective as of September 23, 2020, and as amended to expand the boundaries of the District by Ordinance No. 2021-86, effective as of December 16, 2021, and Ordinance No. 2023-15, effective as of December 21, 2023. The District currently encompasses approximately 1,390.074 acres of land located entirely within Osceola County, Florida (“**County**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which are initially elected by landowners within the District and must be residents of the State and citizens of the United States. Upon the later of six (6) years after the District’s establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

¹ This *Amended and Restated Disclosure of Public Finance* amends and restates that certain *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Edgewater East Community Development District*, recorded in the Official Records of Osceola County, Florida at Book 6287, Pages 2173-2187.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: edgewaterastcdd.net. Alternatively, please contact the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, utilities, stormwater management, hardscape, landscape and irrigation improvements, street lighting and underground electric, conservation and mitigation, recreational amenities, off-site improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On October 6, 2020, the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, entered a Final Judgment validating the District's ability to issue not to exceed \$190,100,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

Bonds & Assessments

On March 16, 2021, the District issued its \$19,895,000 Special Assessment Revenue Bonds, Series 2021 (Assessment Area One) (the "**Series 2021 Bonds**"), to finance a portion of its capital improvement plan, known as the "**Assessment Area One Project**." The Assessment Area One Project is described in more detail in the *Engineer's Report*, dated August 26, 2020, which details the improvements contemplated for the master infrastructure of the District (the "**Master Engineer's Report**"), as amended by the *First Amendment Engineer's Report Dated August 26, 2020 to Reflect the 2021 Boundary Amendment and Additional Units*, dated January 6, 2022 (the "**Amended Engineer's Report**"), and as supplemented by a *Supplemental Engineer's Report for Assessment Area One (ED-4)*, dated January 28, 2021 (the "**2021 Supplemental Engineer's Report**").

The Series 2021 Bonds are secured by special assessments ("**Series 2021 Assessments**") levied and imposed on benefitted lands within the District. The Series 2021 Assessments are further described in the *Final First Supplemental Special Assessment Methodology Report for Assessment Area One*, dated February 23, 2021 (the "**2021 Assessment Report**").

On February 24, 2022, the District issued its \$33,925,000 Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) (the "**Series 2022 Bonds**" to finance a portion of its capital improvement plan, known as the "**Assessment Area Two Project**." The Assessment Area Two Project is described in more detail in the *Master Engineer's Report*, as amended by the *Amended Engineer's Report*, and as supplemented by the *Supplemental Engineer's Report for Assessment Area Two (ED-2, ED-5 and ED-6 North)*, dated January 6, 2022 (the "**2022 Supplemental Engineer's Report**," and collectively with

the 2021 Supplemental Engineer's Report, the "**Improvement Plan**"). The Series 2022 Bonds are secured by special assessments ("**Series 2022 Assessments**" and together with the Series 2021 Assessments, the "**Debt Assessments**") levied and imposed on certain benefitted lands within the District, as further described in the *Final Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated February 9, 2022 (the "**2022 Assessment Report**," and together with the 2021 Assessment Report, the "**Assessment Report**").

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District's Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010.

Operation and Maintenance Assessments

In addition to the Debt Assessments, the District also imposes on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against certain benefitted lands in the District and may vary from year to year based on the amount of the District's budget. The allocation of O&M Assessments is set forth in the annual resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: <http://edgewaterastcdd.net>. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Improvement Plan, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Amended and Restated Disclosure of Public Finance has been executed to be effective as of the ___ day of _____ 2024.

WITNESS

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2024, by _____, as _____ of EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of District

CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41'52"W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 16; thence run N00°31'03"W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to the Northwest corner of the

Southwest ¼ of said Section 16; thence run S89°35'06"E along the North line of the Southwest ¼, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast ¼ of the Southwest ¼ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North ½ of the Southwest ¼ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.
Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East ¼ of the Northwest 1/4 of the Northwest ¼ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, 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, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run S00°20'10"E, a distance of 2,619.93 feet; thence run S00°19'41"E, a distance of 329.00 feet; thence departing said West Right of Way line, run N89°41'51"W, a distance of 1,284.08 feet; thence run S00°17'29"E, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book 3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses

and distances; thence run N89°45'24"W, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 250.03 feet; thence run S89°45'24"E, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run N89°47'10"W, a distance of 677.35 feet; thence run S00°16'23"E, a distance of 330.01 feet; thence run S89°48'56"E, a distance of 677.45 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run S89°50'42"E, a distance of 642.55 feet; thence run N00°18'35"W, a distance of 329.33 feet; thence run S89°48'56"E, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run S00°19'41"E along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run N89°52'28"W, a distance of 642.65 feet; thence run S00°18'35"E, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run N89°54'14"W along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run N00°16'23"W, a distance of 250.02 feet; thence run N89°54'14"W, a distance of 250.02 feet; thence run N00°16'23"W, a distance of 390.00 feet; thence run N89°50'42"W, a distance of 660.05 feet; thence run N00°15'17"W, a distance of 2,644.75 feet; thence run S89°30'15"E, a distance of 20.00 feet; thence run N00°15'17"W, a distance of 660.08 feet; thence run S89°37'37"E, a distance of 968.46 feet; thence run N00°17'07"W, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run S00°21'47"E, a distance of 70.01 feet; thence run S89°36'17"E, a distance of 130.01 feet; thence run N00°21'47"W, a distance of 10.01 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of 17°22'39"; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = N81°28'18"E, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.

Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast $\frac{1}{4}$ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, 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, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, 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, Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38,

39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run S89°05'39"E, a distance of 678.23 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run S07°25'37"E along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run N89°43'24"W, a distance of 618.61 feet; thence run N00°04'06"W, a distance of 332.21 feet; thence run N89°39'17"W, a distance of 664.77 feet; thence run N89°28'39"W, a distance of 20.00 feet; thence run S00°00'43"E, a distance of 332.64 feet; thence run N89°25'23"W, a distance of 2,615.32 feet; thence run N89°48'21"W, a distance of 17.50 feet; thence run N00°03'47"W, a distance of 660.33 feet; thence run N89°47'13"W, a distance of 1,285.54 feet; thence run S00°03'46"E, a distance of 660.76 feet; thence run N89°48'21"W, a distance of 677.77 feet; thence run N00°03'46"W, a distance of 1,982.96 feet; thence continue N00°03'46"W along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run S89°54'14"E along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run S00°02'06"E, a distance of 410.68 feet; thence run S89°54'07"E, a distance of 460.85 feet; thence run N57°33'43"E, a distance of 215.39 feet; thence run N00°01'33"W, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run S89°54'14"E, a distance of 35.11 feet; thence run N00°19'41"W, a distance of 349.01 feet; thence departing said Right of Way, run S89°56'02"E, a distance of 1,302.46 feet; thence run N00°16'26"W, a distance of 657.21 feet; thence run N89°54'02"W, a distance of 660.30 feet; thence run N00°18'04"W, a distance of 1,315.19 feet; thence run N89°50'01"W, a distance of 643.42 feet to a point on the East Right of Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run N00°19'41"W, a distance of 328.99 feet; thence run N00°20'10"W, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run S89°44'21"E, a distance of 250.03 feet; thence run N00°20'10"W, a distance of 250.03 feet; thence run S89°44'21"E, a distance of 393.83 feet; thence run N00°18'45"W, a distance of 1,957.22 feet; 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 East Right of Way line of Kissimmee Road; thence run N00°11'18"W, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run N89°36'48"E, a distance of 72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 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 a point; 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 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 5

LOT 110, The SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 8, of the Public Records of Osceola County, Florida.

Less and excepting therefrom the following described property:

A parcel of land, being a portion of Lot 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the Plat thereof, as recorded in Plat Book B, Page 8, of the public records of Osceola County, Florida, being more particularly described as:

Beginning the Southwest corner of said Lot 110, run North 00°18'02" West along the West line of said Lot 110, a distance of 115.14 feet; thence run South 89°55'02" East, a distance of 469.48 feet; thence run South 00°16'26" East along said East line, a distance of 22.73 feet; thence run South 89°55'02" East, a distance of 173.21 feet to a point on the East line of said Lot 110; thence run South 00°16'26"E along said East line, a distance of 92.41 feet to the Southeast corner of said Lot 110; thence run North 89°55'02" West along the South line of said Lot 110, a distance of 642.64 feet to the Point of Beginning.

Containing 3.24 acres more or less (this area does not include any platted right of ways).

FOR A TOTAL ACREAGE OF: 1,390.074

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6A



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

December 20, 2023.

Letter: 11

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

Edgewater East: ED6 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2165
RE: Request for Change Order 08: Wallauer Driveway

Dear Mr. Pete,

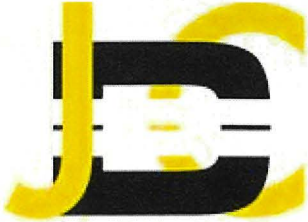
As requested by BTI Partners, please see the attached change order work associated with driveway on Wallauer's property.

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

Edgewater ED6 RFCO #08 Wallauer Driveway



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:
Date of Plans:
Revision Date:
Addendums:

HCSS: 2165RFCO08

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	Survey	1.00	LS	1,534.83	1,534.83
10	Clearing, Stripping and Grubbing	3,025.00	SF	2.84	8,591.00
40	6" Crushed Concrete Base	3,025.00	SF	4.68	14,157.00
50	Final Grade	3,025.00	SF	1.58	4,779.50
60	16' x 5" Thick Concrete Driveway	9.00	CY	516.94	4,652.46

GRAND TOTAL

\$33,714.79

NOTES:

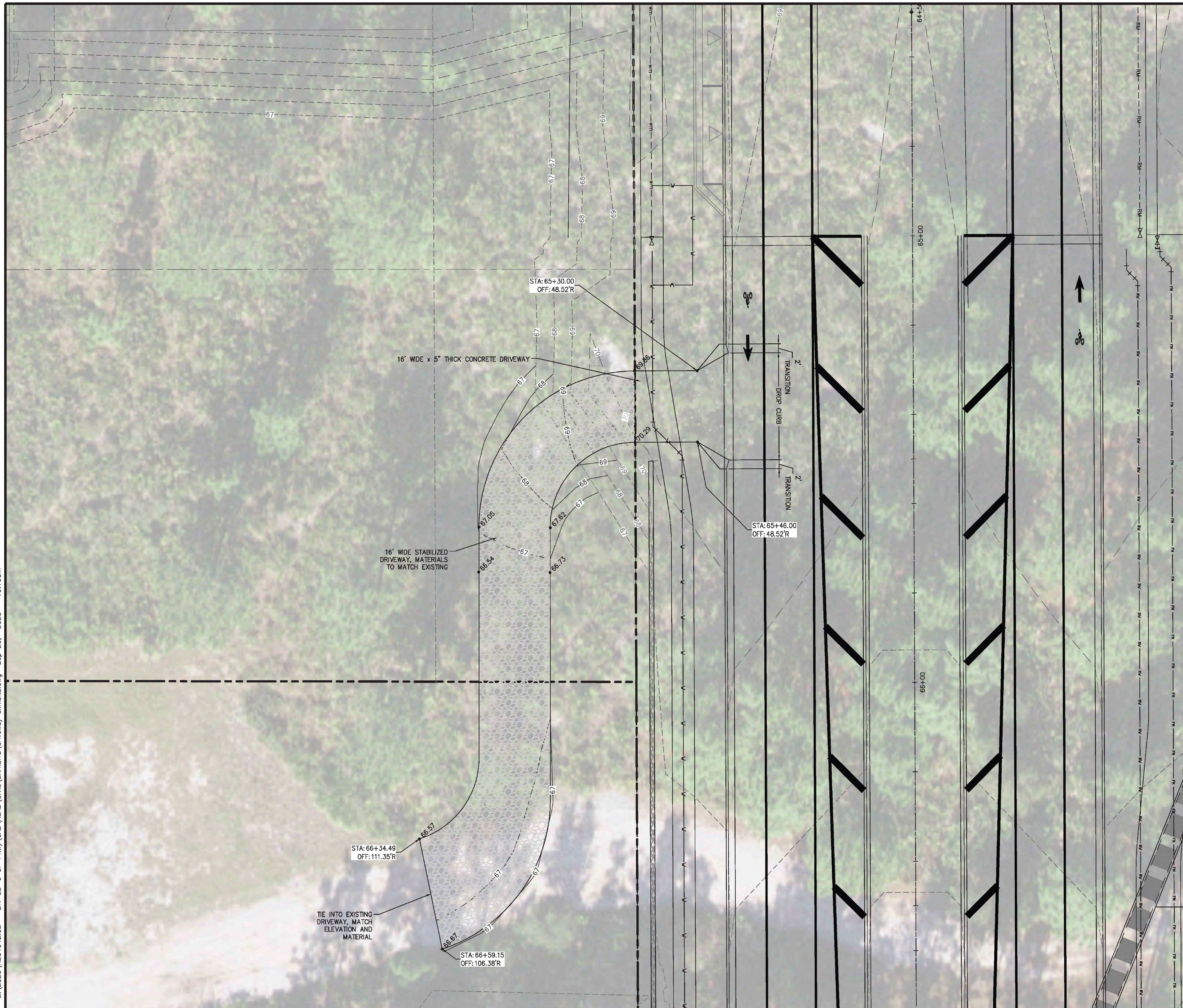
Quote to be consider lump sum amount added to the contract.

Work to be performed in accordance to Residential Driveway Detail provided by EOR.

APPROVED to proceed. RFCO is subject to CDD Board Approval and fully executed Contract Change Order prior to billing

-BW, 01.05.2024

Z:\2020\R201042.02 - BTI-ED-6 CP Pkwy\CAD\CIVIL\EXHIBITS\driveway exhibits.dwg Sep 20, 2023 -- 10:10am



ALL ELEVATIONS ARE BASED ON NGVD-29

0 10' 20'
 FULL SCALE: 1"=10'
 HALF SCALE: 1"=20'



REVISIONS	
NO.	DESCRIPTION
1	REVERSE UTILITIES FOR FUTURE CONNECTION
2	REVERSE WALL & UTILITIES FOR FUTURE CONNECTION
3	REVERSE WALL & UTILITIES FOR FUTURE CONNECTION
4	REVERSE WALL & UTILITIES FOR FUTURE CONNECTION
5	REVERSE WALL & UTILITIES FOR FUTURE CONNECTION

SCALE: AS SHOWN

DATE: 05/2023

DRAWN: LGF

CHECKED: WSL

APPROVED: WSL

RESIDENTIAL DRIVEWAY DETAIL
EDGEWATER ED6 PHASE 1 CROSS PARIRIE PARKWAY
EXTENSION
OSCEOLA COUNTY, FL



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY W. SCOTT LAND, P.E., ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

gai consultants
 EB 9951
 618 SOUTH ST. SUITE 700
 ORLANDO, FLORIDA 32801
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.
 R201042.02

SHEET
EX-1

Exhibit 'D'

SDP22-0029
 PS21-00021
 CP19-00003

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6B



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

January 04, 2024.

Letter: 19

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 #11 - Rinker ODP Balance not used

Dear Mr. Pete,

Please see the attached change order associated with balance not used on Rinker ODP purchase order.

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

Edgewater ED5 RFCO#11 Riker ODP not Used



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:
 Date of Plans:
 Revision Date:
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
41	ODP Rinker - \$24,795.99 balance not used + 6%	1.00	LS	26,283.75	26,283.75
GRAND TOTAL					\$26,283.75

Note:

Executed Change Order 03 reduced the contract by \$1,296,072.13 (tax included) due to Owner Direct Purchase of anticipated materials. A balance of \$26,283.75 (tax included) is due because the full quantity of anticipated materials was not ordered.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

SDP21-0157 SDC Job# 2222 - RFC014 - WM & RM POC Adjustments



Southern Development & Construction

2544 Connection Point
Oviedo, FL 32765
Contact: Mike Cresham
Phone: 407-977-9898
Proposal ID: 2222RFC014

<u>Quote To:</u>	Shawn Hindle HWA (CDD EOR) 407-709-3141 Bobby Wanas - BTI Partners (Owner)	<u>Job Name:</u>	SDP21-0157 Clay Whaley Rd
		<u>Date of Plans:</u>	3/8/2023
<u>Phone:</u>	407-617-9011	<u>Revision Date:</u>	6/21/2023
<u>Email:</u>	s.hindle@hansonwalter.com bwanas@btipartners.com	<u>Proposal Date:</u>	11/14/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
510	12" PVC Water Main	20.00	LF	136.00	2,720.00
535	Test and Chlorinate	1.00	LS	2,527.00	2,527.00
620	12" PVC Reclaim Water Main	20.00	LF	138.00	2,760.00
670	Testing	1.00	LS	1,132.00	1,132.00

GRAND TOTAL	9,139.00
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NOTES:

This proposal includes the following:

- 1) Cost of an additional stick (20ft) of WM Pipe & 1 additional bell restraint per TWA's instruction.
- 2) Cost of an additional stick (20ft) of RM Pipe & 1 additional bell restraint per TWA's instruction.
- 3) Crew time for the following for both the WM & RM connections:
 - Turning of the Gate Valves @ Cross Prairie Parkway.
 - Removing the existing Gate Valves; proposed tie-ins.
 - Cutting between 10 & 20 feet of the existing pipe to the East.
 - Reinstalling the Gate Valve, previously removed.
- 4) Testing
 - Water Main & Reclaim Main
 - * Schedule inspection & Set up for Pressure testing in the field.
 - * Self-Perform Pressure test on the pipe run from Cross Prairie Parkway to the re-installed Gate Valve @ STA 61+00.
 - Water Main Only
 - * Schedule chlorination and set up/install sample point in the field.
 - * Price for Sub to Chlorinate the line and pull 2 Bac-T Tests.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8

AGREEMENT BETWEEN THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AND THE LAKE DOCTORS, INC. FOR WATER MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this **31** day of January 2024, 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, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”) and

The Lake Doctors, Inc., a Florida corporation, with a mailing address of 3543 State Road 419, Winter Springs, Florida 32708 (“Contractor,” together with District, “Parties”).

RECITALS

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

WHEREAS, the District owns, operates and maintains seven (7) stormwater ponds associated with Crossprairie; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide water management services for the stormwater ponds; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide water management services and has agreed to provide to the District those services (“Services”) as described in **Exhibit A**; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional water management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may

be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF WATER MANAGEMENT SERVICES. The Contractor will provide water management services for the seven (7) stormwater ponds associated with Crossprairie. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services as described in **Exhibit A**.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's 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 the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its

residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

E. 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 Contractor be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Contractor shall notify the District of said condition and of the excess direct costs arising there from.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Seven Hundred Seventy Dollars (\$770.00)** per month. The term of this Agreement shall be from the date of execution of this Agreement by the Parties, for a period of twelve (12) months, unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the 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.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within seven (7) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within seven (7) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

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

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 seven (7) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor

for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to 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 action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. 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.

SECTION 12. CUSTOMAND 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; 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.

SECTION 13. 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that 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. Upon any termination of this Agreement, 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.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

SECTION 18. 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.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. 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 Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to 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 the Contractor: The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, Florida 32708
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 the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this

Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 **Wrathell Hunt & Associates** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 1-(877) 276-0889, OR BY EMAIL AT INFO@EDGEWATEREASTCDD.NET, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. 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.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 29. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. 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.

SECTION 31. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 Contractor 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.

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
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by: 1/23/2024


FD4E4EA61C97494...
Vice Chairperson, Board of Supervisors

THE LAKE DOCTORS, INC.

DocuSigned by:


C11BA29FDC0E42A...
By: Jason Brown
Its: VP-Sales

1/23/2024

Exhibit A: Scope of Services

Exhibit A
Scope of Services

The Contractor 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 **Crossprairie**, 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.

The Scope of Services include:

- Underwater and Floating Vegetation Control Program
 - Shoreline Grass and Brush Control Program
 - Free Callback Service
 - Monthly Written Service Reports
 - Additional Treatments, if required
- 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. The District 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.
 - d) The District understands and agrees that for the best effectiveness and environmental safety, materials used by the Contractor 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) The District agrees to provide adequate access.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Contractor and approved by the District, 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 Contractor will treat border vegetation to the water's edge including, but not limited to torpedo grass, cattails, and other

emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. The District is responsible for any desired physical cutting and removal .

- 3) The District agrees to inform the Contractor if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement.
- 4) The Contractor 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.



The Lake Doctors, Inc.
Aquatic Management Services

3543 State Road 419
Winter Springs, FL 32708
407-327-7918

WinterSprings@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

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

JAB

This Agreement, made this December day of 20 2024 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) Edgewater East CDD

MANAGEMENT COMPANY Edgewater East CDD c/o Wrathell, Hunt & Associates

INVOICING ADDRESS 2300 Glades Rd STE 410 W

CITY Boca Raton **STATE** FL **ZIP** 33431 **PHONE** (561) 471-0010 ext305

EMAIL ADDRESS edgewatereastcdd@districtap.com **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):
Seven (7) ponds associated with **Edgewater East CDD (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	\$	<u>770.00 Monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Free Callback Service	\$	<u>INCLUDED</u>
4. Monthly Written Service Reports	\$	<u>INCLUDED</u>
5. Additional Treatments, if required	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>770.00 Monthly</u>

\$770.00 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 **\$770.00** 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 20, 2024**.
- 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

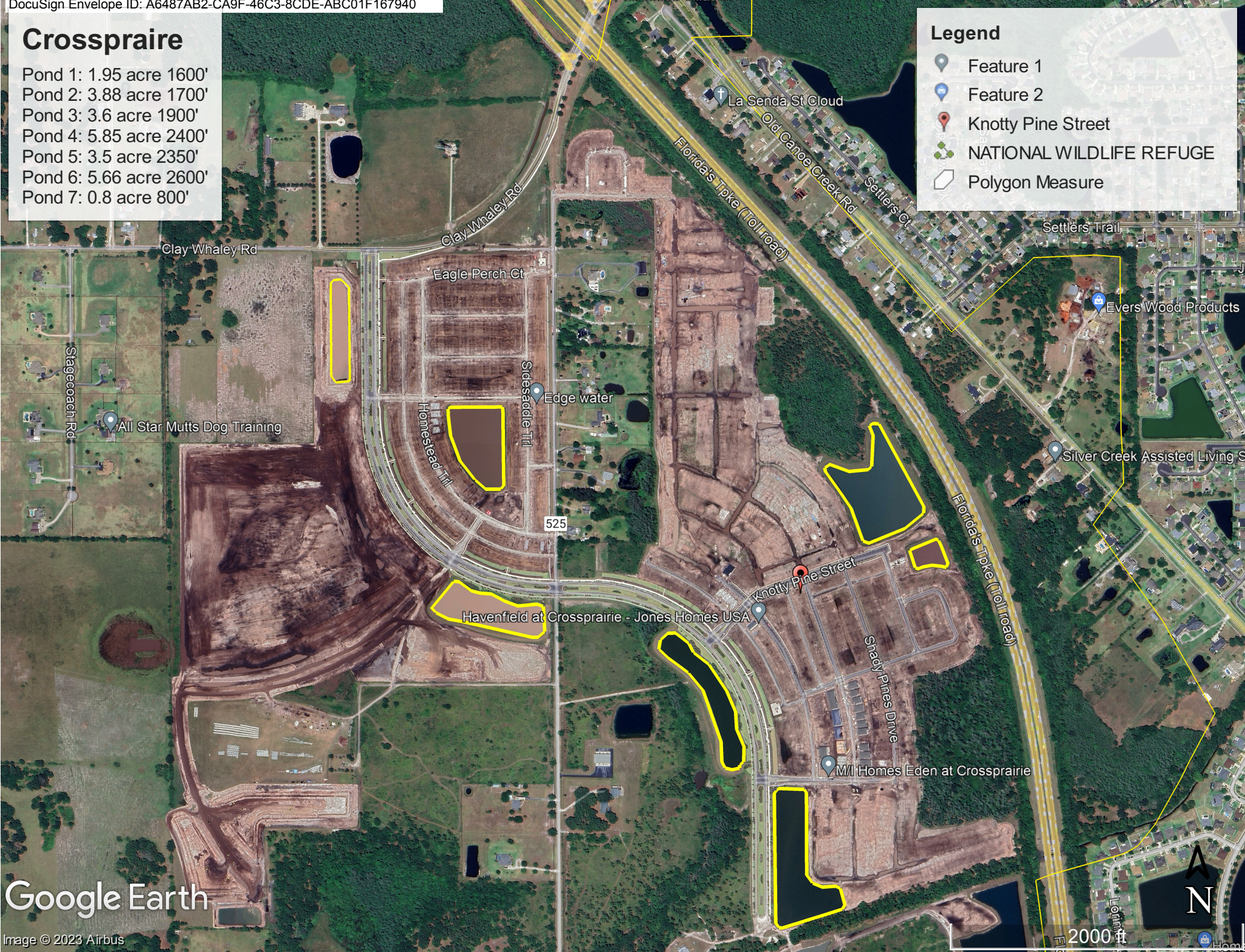
- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation 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.

Crosspraire

- Pond 1: 1.95 acre 1600'
- Pond 2: 3.88 acre 1700'
- Pond 3: 3.6 acre 1900'
- Pond 4: 5.85 acre 2400'
- Pond 5: 3.5 acre 2350'
- Pond 6: 5.66 acre 2600'
- Pond 7: 0.8 acre 800'

Legend

- Feature 1
- Feature 2
- Knotty Pine Street
- NATIONAL WILDLIFE REFUGE
- Polygon Measure



Google Earth

Image © 2023 Airbus

2000 ft



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9A



Edgewater East CDD c/o BTI Pt.
Bobby Wanas
2300 Glades Road Suite 410W, ATTN: C/O Stephanie Schackmann
Boca Raton, FL 33431

Date: January 12, 2024

The cost to provide lighting service at the below project location was determined from the plans or information submitted to OUC.

This cost is valid for thirty days from the date of this letter.

Work Order #: 853762

Total Cost: \$4,394.97

Project: Clay Whaley relocation
Clay Whaley rd & Cross Prairie Pkwy

Description:

Remove pole X09996. To be reinstalled at a later date.

Please return the following if you would like to proceed with this project:

*****Please include your Work Order # on your check or wire payment*****

- * Copy of this quote showing the Work Order Number
- * Payment by check or wire transfer only (no credit cards)
Contact OUC Development Services for ACH transmittal information
- * Any additional documents required by the OUC Engineering Notes

Check and required documentation should be mailed to:

**Orlando Utilities Commission
Attn: Development Services
P.O. Box 3193
Orlando, FL 32802**

* Work cannot be scheduled without payment and proper documentation listed above.

If you have general questions or need more information, please contact Development Services at 407.236.9651 or developmentservices@ouc.com. Technical questions related to design may be addressed directly to Ric Dy Liacco at 407.423.9100 x42111.

Sincerely,

Development Services
OUC - The Reliable One

DEVELOPMENT SERVICES

Reliable Plaza at 100 West Anderson St | P O Box 3193 | Orlando, FL 32802 | 407.236.9651 Tel
developmentservices@ouc.com

Power Pole #96660 to be removed. Pole will be reused at Clay Whaley ED2 section.

Power Pole has been relocated (Google Earth showing an old condition)

Cross Prairie Pkwy

Looking East

Clay Whaley Road

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9B



Date: January 25, 2024

The cost to provide electric service at the below project location was determined from the plans or information submitted to OUC.

This cost is valid for thirty days from the date of this letter.

Work Order #: 855201

Total Cost: \$5,716.57

Project: BTI Partners
2801 Clay Whaley Rd

Description: Remove 2-50' wood poles and 2 spans of 3-1/0AL overhead primary wire. Relocate one pole across street for a future dip pole.

Remove 2-50ft wood poles and 2 spans of 3-1/0AL OH primary wire. Relocate one of those poles across the street to serve as a temporary dip pole. This work is paid for by the customer.

Please return the following if you would like to proceed with this project:

*****Please include your Work Order # on your check or wire payment*****

- * **Copy of this quote showing the Work Order Number**
- * **Payment by check or wire transfer only (no credit cards)**

Contact OUC Development Services for ACH transmittal information

Check and required documentation should be mailed to:

**Orlando Utilities Commission
Attn: Development Services
P.O. Box 3193
Orlando, FL 32802**

Materials will be ordered after payment and a copy of this quote has been received.

After all fees have been paid, inspections and easements completed, allow up to eight (8) weeks for OUC construction crews to start the installation of transformers, primary cable, and other equipment required for your project.

If you have general questions or need more information, please contact Development Services at 407.236.9651 or developmentservices@ouc.com. Technical questions related to design may be addressed directly to Mike Galloway at 407.423.9100 x44148.

Sincerely,

Development Services
OUC - The Reliable One

DEVELOPMENT SERVICES

Reliable Plaza at 100 West Anderson St | P O Box 3193 | Orlando, FL 32802 | 407.236.9651 Tel
developmentservices@ouc.com

INSTALL MARKER BALLS AT ALL ENDS OF CONDUIT STUBOUTS

MANHOLES SHALL BE INSTALLED IN EITHER A CITY/COUNTY R.O.W. OR SPECIFIED UTILITY EASEMENT FURNISHED BY PROPERTY OWNER.

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

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

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

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

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

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

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

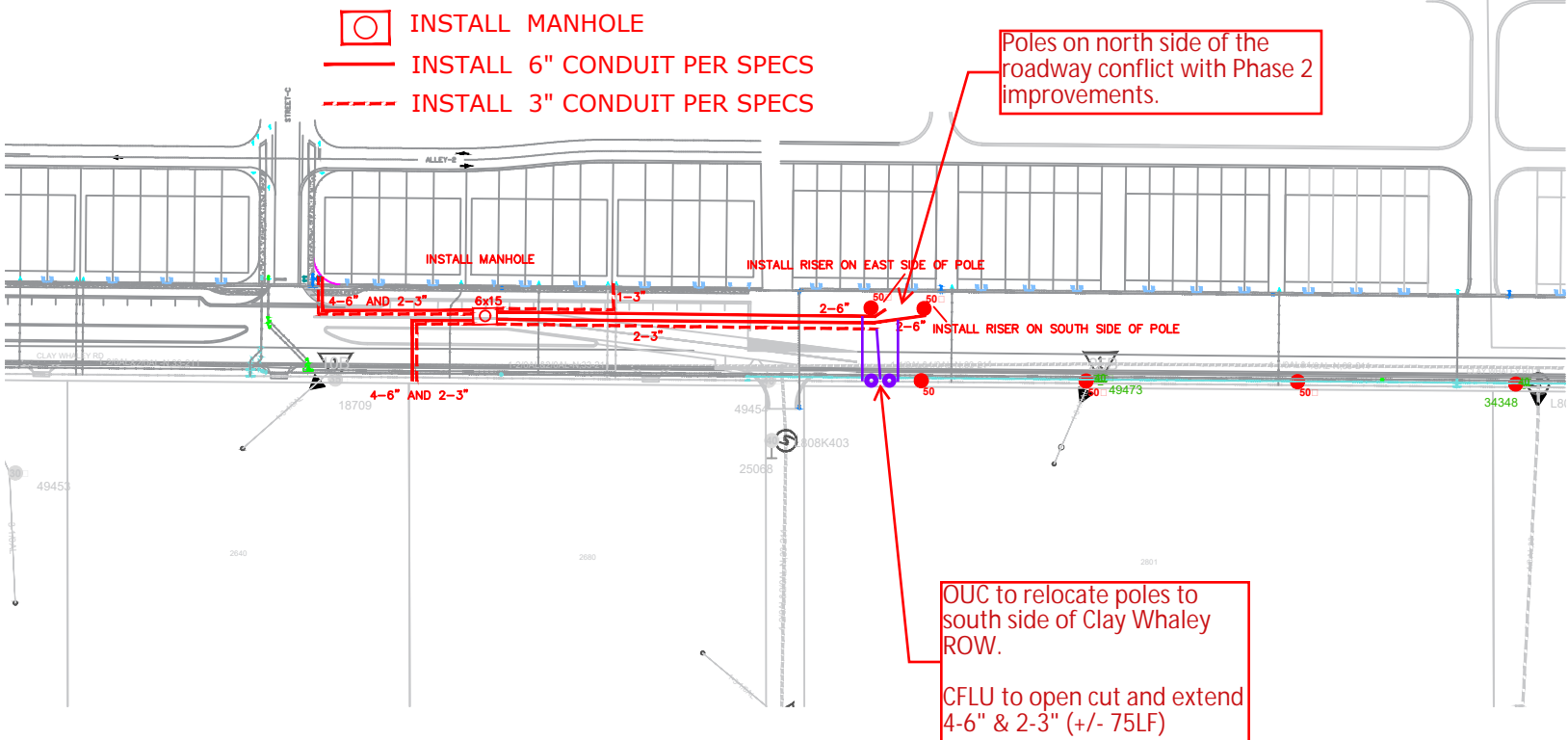
A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

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

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

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

ALL LOCATIONS ARE APPROXIMATE AND NOT TO ANY SCALE.



BTI requesting an estimate from CFLU based on potential design, 01.17.2024.
 -BW

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 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	\$ 471,066	\$ -	\$ -	\$ -	\$ -	\$ 471,066
Investments						
Revenue	-	398,474	3,261	-	-	401,735
Reserve	-	1,112,580	1,954,397	-	-	3,066,977
Prepayment	-	-	23,633	-	-	23,633
Construction	-	-	-	62,326	-	62,326
Project infrastructure	-	-	-	-	29,353	29,353
Construction - E2	-	-	-	-	242,266	242,266
Construction - E5	-	-	-	-	231	231
Construction - E6N	-	-	-	-	3,569,093	3,569,093
Cost of issuance	-	10,561	-	-	-	10,561
Undeposited funds	94,977	-	-	-	-	94,977
Due from general fund	-	25,895	-	-	-	25,895
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 571,768</u>	<u>\$1,547,510</u>	<u>\$1,981,291</u>	<u>\$ 62,326</u>	<u>\$ 3,840,943</u>	<u>\$ 8,003,838</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 66,693	\$ 66,693
Retainage payable	-	-	-	5,939	677,529	683,468
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	25,895	-	-	-	-	25,895
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>46,895</u>	<u>-</u>	<u>5,725</u>	<u>5,939</u>	<u>744,222</u>	<u>802,781</u>
DEFERRED INFLOWS OF RESOURCES						
Unearned revenue	8,013	102,323	-	-	-	110,336
Total deferred inflows of resources	<u>8,013</u>	<u>102,323</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>110,336</u>
Fund balances:						
Restricted for:						
Debt service	-	1,445,187	1,975,566	-	-	3,420,753
Capital projects	-	-	-	56,387	3,096,721	3,153,108
Unassigned	516,860	-	-	-	-	516,860
Total fund balances	<u>516,860</u>	<u>1,445,187</u>	<u>1,975,566</u>	<u>56,387</u>	<u>3,096,721</u>	<u>7,090,721</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 571,768</u>	<u>\$1,547,510</u>	<u>\$1,981,291</u>	<u>\$ 62,326</u>	<u>\$ 3,840,943</u>	<u>\$ 8,003,838</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: o2-roll	\$ 72,061	\$ 74,436	\$ 992,733	7%
Assessment levy: off-roll	415,195	415,195	-	N/A
Landowner contribution	-	43,076	-	N/A
Total revenues	<u>487,256</u>	<u>532,707</u>	<u>992,733</u>	54%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	12,000	48,000	25%
Legal	1,386	7,459	50,000	15%
Engineering	1,650	1,650	7,500	22%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	500	2,000	25%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,375	5,500	25%
DSF accounting & assessment rolls - Series 2022	458	1,375	5,500	25%
Telephone	17	50	200	25%
Postage	68	106	500	21%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,785	5,750	101%
Contingencies/bank charges	35	91	500	18%
Website	-	-	-	-
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,281</u>	<u>31,396</u>	<u>152,990</u>	21%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	4,602	9,186	80,114	11%
Repairs & maintenance	-	-	24,386	0%
Electricity	-	-	6,586	0%
Landscape maint.				
Maintenance contract	16,231	32,463	542,610	6%
Plant replacement	-	-	17,857	0%
Landscape contingency	1,251	3,251	8,927	36%
Irrigation	3,437	3,437	156,774	2%
Total field operations	<u>25,521</u>	<u>48,337</u>	<u>839,754</u>	6%
Other fees & charges				
Tax collector	7,101	7,335	-	N/A
Total other fees & charges	<u>7,101</u>	<u>7,335</u>	<u>-</u>	N/A
Total expenditures	<u>40,903</u>	<u>87,068</u>	<u>992,744</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	446,353	445,639	(11)	
Fund balances - beginning	70,507	71,221	20	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	516,860	516,860	(1,618,086)	
Fund balances - ending	<u>\$ 516,860</u>	<u>\$ 516,860</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 DECEMBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 282,979	\$ 292,306	\$ 1,112,587	26%
Interest	4,808	17,201	-	N/A
Total revenues	<u>287,787</u>	<u>309,507</u>	<u>1,112,587</u>	28%
EXPENDITURES				
Debt Service				
Principal	-	-	420,000	0%
Interest	-	348,915	697,830	50%
Total debt service	<u>-</u>	<u>348,915</u>	<u>1,117,830</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	287,787	(39,408)	(5,243)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(4,547)</u>	<u>(13,745)</u>	-	N/A
Total other financing sources	<u>(4,547)</u>	<u>(13,745)</u>	<u>-</u>	N/A
Net change in fund balances	283,240	(53,153)	(5,243)	
Fund balances - beginning	1,161,947	1,498,340	1,487,480	
Fund balances - ending	<u>\$ 1,445,187</u>	<u>\$ 1,445,187</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 DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	8,064	29,684	-	N/A
Total revenues	<u>8,064</u>	<u>29,684</u>	<u>1,930,402</u>	2%
EXPENDITURES				
Debt service				
Principal	-	20,000	660,000	3%
Interest	-	639,447	1,278,894	50%
Total debt service	<u>-</u>	<u>659,447</u>	<u>1,938,894</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	8,064	(629,763)	(8,492)	
Net change in fund balances	8,064	(629,763)	(8,492)	
Fund balances - beginning	1,967,502	2,605,329	2,570,779	
Fund balances - ending	<u>\$ 1,975,566</u>	<u>\$ 1,975,566</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 DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 235	\$ 647
Total revenues	235	647
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	235	647
OTHER FINANCING SOURCES/(USES)		
Transfer in	4,547	13,745
Total other financing sources/(uses)	4,547	13,745
Net change in fund balances	4,782	14,392
Fund balances - beginning	51,605	41,995
Fund balances - ending	\$ 56,387	\$ 56,387

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

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Developer contribution	\$ 1,037,581	\$ 1,086,152
Interest & miscellaneous	16,999	76,505
Total revenues	<u>1,054,580</u>	<u>1,162,657</u>
 EXPENDITURES		
Construction costs - project infrastructure	-	555
Construction costs - construction ED-2	155,829	155,829
Construction costs - construction ED-5	1,092,191	1,740,260
Construction costs - construction ED-6N	-	1,030,658
Total expenditures	<u>1,248,020</u>	<u>2,927,302</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (193,440)	 (1,764,645)
 Fund balances - beginning	 3,290,161	 4,861,366
Fund balances - ending	<u><u>\$ 3,096,721</u></u>	<u><u>\$ 3,096,721</u></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 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.

Present were:

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

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	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 9:11 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 Award of Contract: RFP
for ED6 Framework Roadway, Phase 1
Landscape & Irrigation Work**

38 Mr. Torres stated the December meeting was continued so that the Board can consider
39 both respondents to the Request for Proposals (RFP) for ED6 Framework Roadway, Phase 1
40 Landscape & Irrigation Work. The respondents are BrightView Landscape Development, Inc.
41 (BrightView) and Down to Earth Landscaping and Engineering (DTE).

42 Mr. Eckert stated that both proposals were reviewed and found to be missing a
43 significant amount of information. He discussed the deficiencies with each proposal and stated,
44 while some of the requirements could be waived, the deficiencies are significant enough to find
45 both proposals nonresponsive according to the CDD's Rules of Procedure. He recommended
46 both proposals be found nonresponsive, after which another RFP can be published or Staff can
47 be authorized to negotiate a direct contract with either or both of the respondents or another
48 vendor altogether without going through the RFP process again.

49 Mr. Wanas stated the Board is familiar with both respondents and, although some of
50 the information was missing, he believes both respondents are viable. He supports negotiating
51 directly with both to determine which is the best for the CDD.

52 Mr. Wanas stated Siefert Landscaping (Seifert) was also interested in submitting a
53 proposal; however, they were unable to meet some of the deadlines due to the short response
54 time. He suggested also considering Seifert, if the CDD has the ability to negotiate multiple
55 contracts.

56 Mr. Eckert stated, if that is the Board's wish, it is not be necessary to re-publish the RFP.

57

58 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
59 **finding both responses to the RFP for ED6 Framework Roadway, Phase 1**
60 **Landscape & Irrigation Work as nonresponsive, was approved.**

61

62 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,**
63 **directing District Staff, working with Mr. Wanas, to locate a contractor to**
64 **perform the work outlined in the RFP for ED6 Framework Roadway, Phase 1**
65 **Landscape & Irrigation Work and negotiate a contract, was approved.**

66

67

68 Mr. Mays asked if the timing of when installation of irrigation and landscaping are
69 needed will be affected. Mr. Wanas did not believe so. He stated one critical path for this

70 project is building the box culvert for purposes of utilities, which is estimated to be in late
71 February.

72 Mr. Wanas asked if a contract needs to be presented to the Board or if he and District
73 Staff can authorize it. Mr. Eckert suggested approving a not-to-exceed amount.

74

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, once the landscape contract is negotiated with the contractor, authorizing Mr. Wanas to execute the contract/agreement, for a not-to-exceed amount of \$1 million, was approved.

79

80

81 **FOURTH ORDER OF BUSINESS**

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

82

83

84

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86

87 Mr. Torres presented Resolution 2024-01. He stated the budget amendment was
88 adopted at the November meeting and Staff was authorized to prepare a Resolution and the
89 Vice Chair was authorized to execute it.

90 Discussion ensued regarding the updated line items, including correction of a misbilling
91 related to irrigation.

92

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

97

98

99 **FIFTH ORDER OF BUSINESS**

Consideration of Down to Earth Landscape & Irrigation Estimate #70768 CO-001 Additional Sod [Clay Whaley Roadway, Phase 1 - Construction]

100

101

102

103

104 Mr. Wanas presented DTE Estimate #70768 for sod in the right-of-way (ROW) in
105 conjunction with Clay Whaley Roadway Phase 1 construction. The sod in question was included
106 as a price line within SDC’s contract; however, due to a timing issue, it was decided to engage

107 DTE to provide the sod. A corresponding deduction on the SDC contract will be made
108 accordingly.

109

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor,
Down to Earth Landscape & Irrigation Estimate #70768 CO-001 for additional
sod, in the amount of \$16,703.99, was approved.**

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SIXTH ORDER OF BUSINESS

**Consideration of GAI Consultants, Inc.
Construction Administration Supplement
No. 01 [ED5 Roadway, Phase 1]**

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116
117
118

119 Mr. Torres presented GAI Consultants, Inc. Construction Administration Supplement No.
120 01 for ED5 Roadway Phase 1.

121 Mr. Eckert believes this is due to the construction work continuing longer than originally
122 anticipated and contracted.

123

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, GAI
Consultants, Inc. Construction Administration Supplement No. 01 for ED5
Roadway, Phase 1, was approved.**

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125
126

127
128

SEVENTH ORDER OF BUSINESS

**Consideration of Stormwater Pond
Maintenance Estimates**

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130
131

132 Mr. Torres presented the stormwater pond maintenance estimates from Aquatic
133 Management Strategies, Inc., and The Lake Doctors, Inc.

134 The Board and Staff discussed the proposals, cost, vendors, need for lake maintenance
135 and the agreements.

136 Mr. Eckert stated he will draft an agreement for the vendor selected.

137 Mr. Torres noted that the lake maintenance expenditure was not anticipated in the
138 Fiscal Year 2024 budget but funds are available from some budgeted line items that have not
139 yet come online. The "Repairs and maintenance" line item is budgeted at \$24,386, providing
140 additional funds that can be redirected for this expenditure.

141

142 **On MOTION by Mr. Wanas and seconded by Mr. Mays, with all in favor, the**
143 **Lake Doctors, Inc., estimate, in the amount of \$699 monthly, and authorizing**
144 **Staff to prepare a form of agreement, was approved.**

145
146
147 **EIGHTH ORDER OF BUSINESS**

**Consideration of Amended and Restated
Notice of Assessments for Series 2021**

149 Mr. Eckert stated the Boundary Amendment adding 3.24 acres to the CDD was
150 approved. In reviewing the paperwork necessary to include these acres into the assessment
151 proceedings he discovered the need to include this cleanup item for a previously approved
152 Boundary Amendment.
153

154
155 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
156 **Amended and Restated Notice of Assessments for Series 2021, was approved.**

157
158
159 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2023**

160
161
162 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
163 **Unaudited Financial Statements as of November 30, 2023, were accepted.**

164
165
166 **TENTH ORDER OF BUSINESS**

**Approval of December 7, 2023 Regular
Meeting Minutes**

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169 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**
170 **December 7, 2023 Regular Meeting Minutes, as presented, were approved.**

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173 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

174
175 **A. District Counsel: Kutak Rock, LLP**

176 Mr. Eckert stated the Boundary Amendment was approved on December 18, 2023. The
177 Assessment and Uniform Method processes for that parcel, which allow for collection of
178 assessments on the County tax roll, will begin in February 2024 and conclude in March 2024.
179 The next meeting will be held on February 1, 2024 and the Assessment Hearing will be on

180 March 7, 2024. The documents were prepared and will be forwarded to Mr. Torres.
181 Amendments to the Engineer's Report and Assessment Methodology will be necessary to
182 reflect a difference in the number of acres, which reduced the number of Equivalent Residential
183 Units (ERUs) that can be developed on that parcel. District Management and Staff have been
184 informed accordingly.

185 Discussion ensued regarding revisions to the Engineer's Report.

186 Mr. Eckert stated he is working on getting deeds prepared from the various builders
187 who have platted property that lists the CDD as an owner but for which the CDD does not yet
188 own because the deeds have not been received. In the next six months, he hopes to present a
189 Project Completion and Assessment Finalization Resolution for the 2021 bonds; all permits,
190 easements, etc., are needed before the project can be declared complete. It was noted that, if
191 legal descriptions are needed for platted tracts, the request should be sent to Mr. John Hughes.

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

193 Mr. Hindle stated the final walkthrough for ED5 was completed yesterday; he has not
194 received a debrief yet. Mr. Wanas stated the checklist was received from TWA and the punch
195 list items were all very minor. The City of St. Cloud had no major issues; landscaping must be
196 installed before a Certificate of Completion will be issued, which is scheduled to be completed
197 within three weeks. Mr. Hindle discussed punch list items and the Certificate of Completion.

198 Mr. Hindle discussed a meeting scheduled with GAI to review the intersection of Cross
199 Prairie Parkway and Clay Whaley Road. When GAI's plans were overlaid on the CDD's plans,
200 some errant lines were noted and what the CDD assumed to be existing roadway is not CDD
201 roadway. While there is very little road that needs to be replaced, it does push the intersection
202 north a little on the west side and the CDD does not own that property. If the CDD or the
203 County must buy the ROW, the CDD would want them to buy slope easements as well.

204 Mr. Wanas stated he wants to attend the meeting to ensure that all options are
205 exhausted before affecting that property.

206 Mr. Hindle discussed a meeting scheduled with the Simi Parkway Development
207 Committee; representatives for all large projects and some small projects will be in attendance
208 to discuss the fact that the force main sizes that TOHO and/or St Cloud originally dictated for

209 the units do not serve the needs of all the Developers. TOHO will present options to increase
210 service; the plans were not bid yet because this answer is pending and the permits would have
211 been affected. A final answer is expected next week to move the agreement forward if the
212 Developers make a decision tomorrow.

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

- 214 • **NEXT MEETING DATE: February 1, 2024 at 9:00 A.M.**
- 215 ○ **QUORUM CHECK**

216 Supervisors Kramer, Mayo and Wanas confirmed their attendance at the February 1,
217 2024 meeting.

218

219 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

220
221 Mr. Wanas discussed the need for a Change Order for the ED5 project to move some fill
222 dirt from the CDD stockpile to the school site. It will happen quickly and will be based on the
223 amount of dirt moved, with a set price per cubic yard. A tabulation of what is moved will be
224 done. The work will likely need to begin before the next Board meeting.

225 Discussion ensued regarding pond, roadway and school site elevations.

226

227 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
228 **authorizing Staff to work with the District Engineer to authorize a Change**
229 **Order that can be executed by the Vice Chair if the fill dirt needs to be moved**
230 **before the next meeting, was approved.**

231

232

233 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

234

235 There were no public comments.

236

237 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

238

239

240 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
241 **meeting adjourned at 9:48 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS A

MEMORANDUM

To: Board of Supervisors
From: District Counsel
Date: January 1, 2024
Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C

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

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 4, 2024	Regular Meeting	9:00 AM
August 1, 2024	Regular Meeting	9:00 AM
September 5, 2024	Regular Meeting	9:00 AM