

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 7, 2024**

**BOARD OF SUPERVISORS  
PUBLIC HEARING  
AND 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**

February 29, 2024

Board of Supervisors  
Edgewater East Community Development District

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

The Board of Supervisors of the Edgewater East Community Development District will hold a Public Hearing and Regular Meeting on March 7, 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. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
  - A. Affidavit/Proof of Publication
  - B. Consideration of Resolution 2024-03, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Edgewater East Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
4. Presentation of Second Amendment to Engineer's Report (Master)
5. Consideration of Resolution 2024-04, Adopting a Second Amendment to the Engineer's Report to Reflect New Lands Added to the District
6. Presentation of Second Amendment to Master Special Assessment Methodology Report
7. Consideration of Resolution 2024-05, Declaring Special Assessments; Indicating the Location, Nature And Estimated Cost of Those Infrastructure Improvements Whose Cost

is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall Be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution

8. Consideration of Resolution 2024-06, Setting a Public Hearing to Be Held on \_\_\_\_\_ 2024, at 9:00 A.M. at the Offices of Hanson, Walter and Associates, Inc., Located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Approximately 3.24 Acres of Land Recently Added Within the Boundaries of the Edgewater East Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes
9. Consideration of Form of Mailed and Published Notices for Assessment Hearing on New 3.24 Acres
  - A. Form of Affidavit of Mailing
10. Consideration of Preliminary First Amendment to Supplemental Engineer's Report for Assessment Area Two
11. Consideration of Preliminary First Amendment to Second Supplemental Special Assessment Methodology Report for Assessment Area Two
12. Consideration of Amended and Restated Notice of Series 2022 Special Assessments (Assessment Area Two)
13. Consideration of Central Florida Underground, Inc., Quotation for Relocating Duct Bank by Open Cut [Adjust Conduits at Clay Whaley Road Project]
14. Consideration of Jr. Davis Construction Company Request for Change Order 09: Station 89+00 Intersection [Intersection Underdrain - ED6 Roadway - Phase 1]
15. Consideration of Jr. Davis Construction Company Change Order No 007 [Phase 1 Civil Work ED-5]
16. Ratification of Partial Termination and Release of Temporary Construction Easement
17. Consideration of Down to Earth Landscape & Irrigation ED-5 Roadway Phase 1 Landscape and Irrigation Maintenance Proposal
18. Discussion: Fiscal Year 2025 Budget



- 19. Consideration of Brightview Roadway Landscape Maintenance [CP Pkwy]
- 20. Consideration of RFP for ED3/ED7 Framework Roadways A & B, Phase 1 and ED5 Framework Roadway, Phase 2 Civil Site Work
- 21. Acceptance of Unaudited Financial Statements as of January 31, 2024
- 22. Approval of February 1, 2024 Regular Meeting Minutes
- 23. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Hanson, Walter & Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 4, 2024 at 9:00 AM

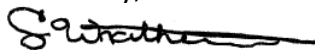
○ QUORUM CHECK

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

- 24. Board Members' Comments/Requests
- 25. Public Comments
- 26. 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: 413 553 5047**

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

**3A**

AFFIDAVIT OF PUBLICATION

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

Osceola News-Gazette  
222 Church Street  
(407) 846-7600

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**

- Feb. 8, 2024
- Feb. 15, 2024
- Feb. 22, 2024
- Feb. 29, 2024

**Notice ID:** AX76VQXvvZgGhTfzUfye  
**Notice Name:** EDGEWATER EAST CDD\*Uniform Method 3.7.24

**PUBLICATION FEE:** \$393.62

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

*Yuade Moore*

Agent

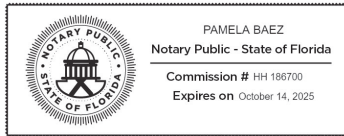
**VERIFICATION**

State of Florida  
County of Orange

Signed or attested before me on this: 02/29/2024

*[Signature]*

Notary Public  
Notarized remotely online using communication technology via Proof.



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, onsite 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

February 8, 15, 22, 29, 2024

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

**3B**

**RESOLUTION 2024-03**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**[ADDITION OF 3.24 ACRES IN 2023]**

**WHEREAS**, the Edgewater East Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, the District previously adopted Resolution 2020-31 which expressed the District’s intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes over the lands located within the District at the time of the District’s establishment (“Existing Lands”); and

**WHEREAS**, subsequent to the adoption of Resolution 2020-31, the Osceola County Board of County Commissioners adopted Ordinance No. 2021-86 which expanded the boundaries of the District to include an additional 102.119 acres of land (“2021 New Lands”); and

**WHEREAS**, the District previously adopted Resolution 2022-09 which expressed the District’s intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes over the 2021 New Lands; and

**WHEREAS**, subsequent to the adoption of Resolution 2020-31 and Resolution 2022-09, the Osceola County Board of County Commissioners adopted Ordinance No. 2023-15, which expanded the boundaries of the District to include an additional 3.24 acres of land (“2023 New Lands”); and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Osceola County for four (4) consecutive weeks prior to such hearing, which notice addressed the District's intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes over the 2023 New Lands.

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

**SECTION 1.** The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements for the 2021 New Lands, 2023 New Lands and the Existing Lands. The legal description of the boundaries of the real property subject to a levy of assessments (which includes the 2021 New Lands, 2023 New Lands and the Existing Lands) is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Osceola County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of March, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Legal Description

## 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**

**5**

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A SECOND AMENDMENT TO ENGINEER’S REPORT TO REFLECT NEW LANDS ADDED TO THE DISTRICT.**

**[2023 BOUNDARY AMENDMENT – ADDITION OF 3.24 ACRES]**

**WHEREAS**, the Board of Supervisors of the Edgewater East Community Development District (the “Board”) has previously adopted Resolution 2020-32 on August 26, 2020 which adopted an Engineer’s Report dated August 26, 2020 (“Engineer’s Report”); and

**WHEREAS**, subsequent to adoption of Resolution 2020-32, approximately 102.119 acres of land were added to the District by Ordinance 2021-86 adopted by the Osceola County Board of County Commissioners on December 13, 2021; and

**WHEREAS**, the Board previously adopted Resolution 2022-02 on January 6, 2022 which adopted a First Amendment to the Engineer’s Report to reflect additional lands and units within the District; and

**WHEREAS**, subsequent to the adoption of Resolution 2022-02, the Osceola County Board of County Commissioners adopted Ordinance No. 2023-15 which expanded the boundaries of the District to include an additional 3.24 acres of land (“2023 New Lands”); and

**WHEREAS**, given the addition of the 2023 New Lands to the District, the Board believes it is in the District’s best interest to adopt an amendment to the Engineer’s Report.

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

- 1.** The Second Amendment to the Engineer’s Report dated [REDACTED], 2024 and attached hereto as **Exhibit A** is hereby adopted.
- 2.** This Resolution shall become effective upon its passage.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** this 7th day of March, 2024.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Second Amendment to the Engineer's Report dated \_\_\_\_\_, 2024

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

**7**



**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**[2023 BOUNDARY AMENDMENT – ADDITION OF 3.24 ACRES]**

**WHEREAS**, approximately 3.24 acres of land (“2023 New Lands”) were recently added within the boundaries of the Edgewater East Community Development District (the “District”) pursuant to Ordinance No. 2023-15 adopted by the Osceola County Board of County Commissioners on December 18, 2023; and

**WHEREAS**, the Board of Supervisors (the “Board”) of the District has previously determined through Resolutions 2020-26, 2020-27 and 2020-32 to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Engineer’s Report*, dated August 26, 2020, as amended by that *First Amendment to the Engineer’s Report* dated January 6, 2022, and that *Second Amendment to the Engineer’s Report* dated [REDACTED], 2024, attached hereto as composite **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the 2023 New Lands benefit from the District’s improvement plan; and

**WHEREAS**, the District has previously determined it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the “Assessments”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the 2023 New Lands, the amount of those benefits, and that special assessments will be made against the 2023 New Lands in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated August 26, 2020, as amended by that *First Amendment to the Master Special Assessment Methodology Report* dated February 10, 2022, and as set forth in *Preliminary Second Amendment to the Master Special Assessment Methodology Report* dated [REDACTED], 2024, attached hereto as composite **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Records Office"); and

**WHEREAS**, the District hereby determines that the Assessments to be levied on the 2023 New Lands will not exceed the benefit to the 2023 New Lands.

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

1. Assessments shall be levied against the 2023 New Lands to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$141,959,165 (the "Estimated Cost").
4. The Assessments will defray approximately \$190,100,000, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve. The Assessments against the 2023 New Lands will defray approximately \$1,222,182.59, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid, including the Assessments against the 2023 New Lands, is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied against the 2023 New Lands within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the

**Commented [EMC1]:** NOTE TO DM: This is based on amounts in the First Amendment to the Master Methodology. Please adjust if different number in the Second Amendment to the Master Methodology to be prepared.

Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed against the 2023 New Lands, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, inclusive of the 2023 New Lands, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

**[SIGNATURES ON FOLLOWING PAGE]**

**PASSED AND ADOPTED** this 7th day of March, 2024.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** *Engineer's Report, dated August 26, 2020; First Amendment to the Engineer's Report dated January 6, 2022; Second Amendment to the Engineer's Report dated \_\_\_\_\_, 2024*

**Exhibit B:** *Master Special Assessment Methodology Report, dated August 26, 2020; First Amendment to the Master Special Assessment Methodology Report dated February 10, 2022; Preliminary Second Amendment to Master Special Assessment Methodology Report dated \_\_\_\_\_, 2024*

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

**8**

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2024, AT 9:00 A.M. AT THE OFFICES OF HANSON, WALTER AND ASSOCIATES, INC., LOCATED AT 8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON APPROXIMATELY 3.24 ACRES OF LAND RECENTLY ADDED WITHIN THE BOUNDARIES OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

**[2023 BOUNDARY AMENDMENT – ADDITION OF 3.24 ACRES]**

**WHEREAS**, the Board of Supervisors of the Edgewater East Community Development District (the “Board”) has previously adopted Resolution 2024-05 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**[2023 BOUNDARY AMENDMENT – ADDITION OF 3.24 ACRES]**

**WHEREAS**, in accordance with Resolution 2024-05, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the office of the District Manager c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 1(877)276-0889 (the “District Records Office”).

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

1. There is hereby declared a public hearing to be held at 9:00 a.m. on \_\_\_\_\_, 2024, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 1(877)276-0889.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Osceola County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed within the newly added lands and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 7th day of March, 2024.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**9**



**Edgewater East Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W • Boca Raton, Florida 334313**  
**Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013**

**Via First Class U.S. Mail and Email**

\_\_\_\_\_, 2024

Edgewater Property Holdings LLC  
c/o Westport Capital Partners  
300 Atlantic Street, Suite 1110  
Stamford, CT 06901

Edgewater Property Holdings LLC  
401 East Las Olas Boulevard, Suite 1870  
Ft. Lauderdale, Florida 33301

**RE:*****Edgewater East Community Development District (“District”)***  
***Notice of Hearings on Debt Special Assessments***  
***See attached Legal Description (“2023 New Lands”)***

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, Florida Statutes, the District’s Board of Supervisors (“**Board**”) hereby provides notice of the following public hearings:

**NOTICE OF PUBLIC HEARINGS**

DATE:	_____, 2024
TIME:	9:00 a.m.
LOCATION:	Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104 Kissimmee, Florida 34741

The purpose of the public hearings announced above is to consider the imposition of special assessments (“**Debt Assessments**”) on approximately 3.24 acres of land recently added within the boundaries of the District (“2023 New Lands”) and adoption of an assessment roll to secure existing Series 2022 Bonds and proposed future bonds benefitting lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments on the 2023 New Lands. The 2023 New Lands consist of approximately 3.24 acres located within Assessment Area Two identified on the attached legal description.

The existing Series 2021 Bonds, Series 2022 Bonds and future bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements (“**Project**”), generally consisting of roadways, stormwater management, water, reuse and sanitary sewer,

amenities, entry features and signage, and other infrastructure projects, benefitting certain lands within the District. The Project is described in more detail in the *Engineer's Report*, dated August 26, 2020, as amended by that *First Amendment to Engineer's Report* dated January 6, 2022, and by that *Second Amendment to Engineer's Report* dated [REDACTED], 2024, and as supplemented by that *Supplemental Engineer's Report for Assessment Area Two* (ED-2, ED-5, and ED-6 North) dated January 6, 2022, and that *First Amendment to Supplemental Engineer's Report for Assessment Area Two* (ED-2, ED-5, and ED-6 North) dated [REDACTED], 2024, all as amended and supplemented from time to time.

The Debt Assessments are proposed to be levied as an assessment lien and allocated to the benefitted lands as set forth in the *Master Special Assessment Methodology Report*, dated August 26, 2020 ("**Assessment Report**"), as amended by that *First Amendment to the Master Special Assessment Methodology Report* dated February 10, 2022, and that *Second Amendment to the Master Special Assessment Methodology Report* dated [REDACTED], 2024, as supplemented by that *Second Supplemental Special Assessment Methodology Report for Assessment Area Two* dated February 9, 2022, as proposed to be amended by that *Preliminary First Amendment to the Second Supplemental Special Assessment Methodology Report for Assessment Area Two* dated [REDACTED], 2024, all as amended and supplemented from time to time.

At the conclusion of the public hearings, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District is located entirely within Osceola County, Florida, and is generally located west of the Florida Turnpike, east of Lake Tohopekaliga, north of Gator Bay Slough, and on each side of Kissimmee Park Road. A geographic description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the "**District's Office**" located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Office at least forty-eight (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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or

meeting is advised that person will need a record of 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.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,  
District Manager

**EXHIBIT A**

***Summary of Proposed Debt Assessments***

1. **Proposed Debt Assessments and Total Revenue.** The proposed Debt Assessments and Total Revenue for the Assessments for the District is as follows:

**INSERT Appropriate Table from Methodology Report**

The proposed Debt Assessments and Total Revenue for the Assessments for the 2023 New Lands is as follows:

**INSERT Appropriate Table for acreage/units in CDD Expansion Parcel 5 (3.24 acres) within Assessment Area Two**

2. **Unit of Measurement.** As described in the Assessment Report, the Debt Assessments levied will be initially allocated on an equal per developable gross acre basis. Then, the Debt Assessments will be levied and assigned on a per acre basis for undeveloped property, and on a first-platted, first-assigned, Equivalent Residential Unit (“ERU”) basis for developed property, and property which is sold.
3. **Schedule of Debt Assessments:** For each bond issuance, the Debt Assessments principal is expected to be collected over a period of no more than 30 years subsequent to the issuance of debt to finance the improvements.
4. **Collection.** The Debt Assessments constitute a lien against benefitted property located within the District just as do each year’s property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

**DISTRICT MANAGER: NOTICE MUST BE MAILED AT LEAST 30 DAYS PRIOR TO PUBLIC HEARING TO EACH PERSON OWNING PROPERTY WITHIN THE 2023 NEW LANDS SUBJECT TO ASSESSMENT.**

## LEGAL DESCRIPTION

### LEGAL DESCRIPTION

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 OUT

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 N00°18'02"W ALONG THE WEST LINE OF SAID LOT 110, A DISTANCE OF 115.14 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 469.48 FEET; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 22.73 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 173.21 FEET TO A POINT ON THE EAST LINE OF SAID LOT 110; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 92.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN N89°55'02"W 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.

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**NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS  
PURSUANT TO SECTION 170.07, *FLORIDA STATUTES*, BY THE EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT ON LANDS RECENTLY ADDED WITHIN THE  
BOUNDARIES OF THE DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL  
PURSUANT TO SECTION 197.3632(4)(b), *FLORIDA STATUTES*, BY THE  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ON LANDS RECENTLY  
ADDED WITHIN THE BOUNDARIES OF THE DISTRICT**

**NOTICE OF REGULAR MEETING OF THE EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (“Board”) of the Edgewater East Community Development District (“District”) will hold public hearings on \_\_\_\_\_, 2024 at 9:00 a.m., at **Hanson, Walter and Associates, 8 Broadway, Suite 104, Kissimmee, Florida 34741**, to consider the adoption of an assessment roll, the imposition of special assessments to secure bonds on benefited lands recently added within the boundaries of the District, a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. It is anticipated that the public hearings and meeting will take place at the location above.

The District is located entirely within Osceola County, Florida, and is generally located west of the Florida Turnpike, east of Lake Tohopekaliga, north of Gator Bay Slough, and on each side of Kissimmee Park Road. An approximate 3.24 acres of land have recently been added within the boundaries of the District (“2023 New Lands”). The District and the area to be assessed, the 2023 New Lands, are geographically depicted below and in the District’s *Engineer’s Report*, dated August 26, 2020, as amended by a *First Amendment to Engineer’s Report* dated January 6, 2022, and a *Second Amendment to Engineer’s Report* dated \_\_\_\_\_, 2024, prepared by Hanson, Walter & Associates, Inc. (“Capital Improvement Plan”). The public hearings are being conducted pursuant to Chapters 170, 190 and 197, *Florida Statutes*. A description of the property to be assessed, the 2023 New Lands, and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District Manager’s Office”).

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements (“Improvements”) are currently expected to include, but are not limited to, boulevard roads, residential roads, alleys, stormwater management facilities, sanitary sewer pumping stations, amenities, entry features and signage improvements and other infrastructure, all as more specifically described in the Capital Improvement Plan, on file and available during normal business hours at the District Manager’s Office. According to the Capital Improvement Plan, the estimated cost of the Improvements is \$141,959,165.

The District intends to impose assessments on benefited lands, the 2023 New Lands, within the District in the manner set forth in the District’s *Master Assessment Methodology Report*, dated August 26, 2020, *First Amendment to Master Special Assessment Methodology Report* dated February 10, 2022, a proposed *Second Amendment to Master Special Assessment Methodology Report* dated \_\_\_\_\_, 2024, the *Final Second Supplemental Special Assessment Methodology Report for Assessment Area Two* dated February 9, 2022, and a *Preliminary Amendment to Final Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated \_\_\_\_\_, 2024, all as amended and supplemented

from time to time, and prepared by Wrathell, Hunt and Associates, LLC (“Assessment Report”), which are on file and available during normal business hours at the District Manager’s Office.

The purpose of any such assessment is to secure the bonds issued to fund the Improvements. As described in more detail in the Assessment Report, the District’s assessments have been and will be levied against all benefitted lands within the District. The Assessment Report identifies maximum assessment amounts for each land use category that is currently expected to be assessed. The method of allocating assessments for the Improvements to be funded by the District will initially be determined on an equal assessment per acre basis, and will be levied on an equivalent residential unit (“ERU”) basis at the time that such property is platted or subject to a site plan or sold.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$190,100,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The District expects to collect sufficient revenues to retire no more than \$1,222,182.59 on the 2023 New Lands in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed annual schedule of assessments is as follows:

**INSERT APPROPRIATE TABLE FROM METHODOLOGY REPORT**

The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Osceola County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also, on \_\_\_\_\_, 2024 at 9:00 a.m. at **Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741**, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District.

The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a certain date and time announced at such meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Manager’s Office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

***DISTRICT MANAGER:***

**Commented [JKV1]:** NOTE TO DM: This is based on amounts in the First Amendment to the Master Methodology. Please adjust if different number in the Second Amendment to the Master Methodology to be prepared.

**INSERT MAP OF DISTRICT BOUNDARIES, INCLUDING IDENTIFICATION OF THE 2023 NEW LANDS AND COPY OF THE 2024 170 RESOLUTION DECLARING ASSESSMENTS ON THE NEW LANDS RESOLUTION HERE.**

**PUBLISH FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE COUNTY IN WHICH THE DISTRICT IS LOCATED WITH THE FIRST PUBLICATION AT LEAST 20 DAYS PRIOR TO THE PUBLIC HEARING.**



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

**9A**

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, this day personally appeared \_\_\_\_\_, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, \_\_\_\_\_, am employed by Wrathell, Hunt & Associates, LLC, and, in the course of that employment, serve as District Manager for the Edgewater East Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Edgewater East Community Development District.
4. I do hereby certify that on \_\_\_\_\_, 2024, and in the regular course of business, I caused the letter attached hereto as **Exhibit A**, to be sent notifying the affected landowner in the Edgewater East Community Development District of its rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of debt special assessments. I further certify that the letters were sent to the addressees identified in **Exhibit A** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letter to the addressee, and those records are kept in the course of the regular business activity for my office.

**FURTHER AFFIANT SAYETH NOT.**

\_\_\_\_\_  
By: \_\_\_\_\_

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, for \_\_\_\_\_, who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.

NOTARY PUBLIC

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A:** Copy of Mailed Notice

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

**12**

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

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

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**AMENDED AND RESTATED  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS  
(ASSESSMENT AREA TWO)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Edgewater East Community Development District ("**District**") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Nos. 2020-26, 2020-27, 2020-32, 2022-07, 2022-10 and 2024-           ("**Assessment Resolutions**") providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by improvements described in the Assessment Resolutions and in the District's adopted *Supplemental Engineer's Report for Assessment Area Two*, dated January 6, 2022 ("**Capital Improvement Plan**"). To finance a portion of the costs of the Capital Improvement Plan, the District issued its \$33,925,000 Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2022 ("**Series 2022 Bonds**"). The Series 2022 Bonds are secured by the non-ad valorem assessments levied by the Assessment Resolutions ("**2022 Debt Assessments**"), as further described in the Assessment Resolutions and in the District's *Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated February 9, 2022, as amended ("**Assessment Report**"). The legal description of the lands on which said 2022 Debt Assessments are imposed is attached to this Notice as **Exhibit**

A. As provided in the Assessment Resolutions, the 2022 Debt Assessments do not apply to governmental properties dedicated by plat, including rights-of-way or common areas. Copies of the Assessment Resolutions, Capital Improvement Plan and Assessment Report may be obtained by contacting the District at:

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

The 2022 Debt Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2022 Debt Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

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

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

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

\_\_\_\_\_  
Witness

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness

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

Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

[continued next page]

**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 Kevin Mays, Vice Chairman of the Board of Supervisors of the Edgewater East Community Development District, who is personally known to me and did take the oath.

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

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

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

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



**EXHIBIT A**

EDGEWATER AA2 LEGAL DESCRIPTION

(EDGEWATER PHASE ED-2)

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°38'28" WEST, A DISTANCE OF 970.25 FEET TO THE NORTHEAST CORNER OF LOT 108 OF SAID PLAT; THENCE RUN SOUTH 89°29'18" EAST, A DISTANCE OF 678.18 FEET TO THE SOUTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN NORTH 00°36'41" WEST, A DISTANCE OF 329.96 FEET TO THE NORTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN SOUTH 89°31'28" EAST, A DISTANCE OF 643.27 FEET TO THE SOUTHEAST CORNER OF LOT 94 OF SAID PLAT; THENCE RUN NORTH 00°34'45" WEST, A DISTANCE OF 1001.53 FEET TO THE NORTHEAST CORNER OF LOT 78 OF SAID PLAT; THENCE RUN NORTH 75°28'58" WEST, A DISTANCE OF 1351.99 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°40'58" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 874.08 FEET TO A POINT ON THE MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "A"; THENCE CONTINUE NORTH 89°40'58" WEST, TO THE ORDINARY HIGH WATER LINE OF LAKE TOHOPEKALIGA; THENCE RUN SOUTHWESTERLY, ALONG SAID ORDINARY HIGH WATER LINE TO A POINT LYING 20.00 FEET NORTH OF THE SOUTH LINE OF AFORESAID SECTION 17; THENCE RUN SOUTH 89°30'02" EAST, PARALLEL WITH AND 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 17 TO A POINT ON THE AFORESAID MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "B", SAID POINT "B" BEING LOCATED AT THE SOUTHERLY END OF THE AFORESAID MEANDER LINE, SAID MEANDER LINE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM AFORESAID POINT "A": (1) SOUTH 54°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 777.53 FEET; (2) THENCE RUN SOUTH 58°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 264.02 FEET; (3) THENCE RUN SOUTH 24°40'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 1188.07 FEET; (4) THENCE RUN SOUTH 10°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 954.03 FEET TO AFORESAID POINT "B", SAID POINT BEING ON THE SOUTH LINE OF LOT 121 OF AFORESAID PLAT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CLAY WHALEY ROAD, A 40.00 FOOT WIDE PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°30'02" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2405.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 157.28 ACRES, MORE OR LESS, AS MEASURED TO THE MEANDER LINE OF LAKE TOHOPEKALIGA.

TOGETHER WITH:

EDGEWATER ED-6 NORTH PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF 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 AND A PORTION OF 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 AND A PORTION OF 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, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 7, OF 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, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE RUN SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 250.10 FEET; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 44.80 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET TO A POINT ON THE WEST LINE OF LOT 5, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 00°02'06" EAST, A DISTANCE OF 366.96 FEET TO THE SOUTHWEST CORNER OF THE NORTH 100.00 FEET OF LOT 12, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 89°54'07" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 460.85 FEET TO A POINT ON THE NORTHERLY LINE OF THE WPA DITCH, AS SHOWN IN PLAT BOOK 1, PAGE 270, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 57°33'43" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 215.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 5; THENCE RUN NORTH 00°01'33" WEST, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 251.78 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN

ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 380.86 FEET; THENCE RUN NORTH 71°59'52" EAST, A DISTANCE OF 553.26 FEET; THENCE RUN NORTH 16°45'54" WEST, A DISTANCE OF 27.01 FEET; THENCE RUN NORTH 73°14'06" EAST, A DISTANCE OF 1250.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA STATE TURNPIKE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 105, PAGE 364, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 07°25'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 867.13 FEET TO A POINT ON THE NORTH LINE OF LOT 121 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°06'39" WEST, ALONG THE NORTH LINE OF SAID LOT AND THE EXTENSION THEREOF, A DISTANCE OF 635.02 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE RUN SOUTH 00°13'11" EAST, A DISTANCE OF 328.22 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE RUN SOUTH 89°05'39" EAST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 678.20 FEET TO THE WESTERLY LINE OF AFORESAID FLORIDA STATE TURNPIKE; THENCE RUN SOUTH 07°25'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2116.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 2,289.64 FEET TO A POINT OF CURVATURE OF CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" WEST, AND A CHORD DISTANCE OF 275.77 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.31 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 480.00 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 673.00 FEET; THENCE RUN NORTH 00°02'10" EAST, A DISTANCE OF 119.92 FEET; THENCE RUN NORTH 89°58'56" WEST, A DISTANCE OF 2,411.30 FEET TO A POINT ON THE WEST LINE OF LOT 71, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN NORTH 00°03'46" WEST, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 334.07 ACRES, MORE OR LESS.

TOGETHER WITH:

EDGEWATER PHASE ED-5

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF 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, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°40'05" WEST, A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.37 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1817.89 FEET, A CENTRAL ANGLE OF 30°31'59", A CHORD BEARING OF NORTH 73°50'56" WEST AND A CHORD DISTANCE OF 957.33 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 968.75 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 591.00 FEET, A CENTRAL ANGLE OF 16°50'36", A CHORD BEARING OF NORTH 47°02'18" EAST AND A CHORD DISTANCE OF 173.11 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 173.74 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 38°37'00" EAST, A DISTANCE OF 156.33 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1267.50 FEET, A CENTRAL ANGLE OF 58°32'42", A CHORD BEARING OF NORTH 29°38'08" WEST AND A CHORD DISTANCE OF 1239.52 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1295.13 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°21'47" WEST, A DISTANCE OF 919.43 FEET; THENCE RUN SOUTH 89°38'13" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 40°41'10" WEST, A DISTANCE OF 93.73 FEET; THENCE RUN NORTH 89°36'17" WEST, A DISTANCE OF 219.34 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°17'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1198.70 FEET TO A POINT ON THE NORTH LINE OF LOT 39 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°37'37" WEST, ALONG THE NORTH LINE OF SAID LOT 39 AND 40 AND THE EXTENSION THEREOF, A DISTANCE OF 988.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°15'17" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3304.79 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 105 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°50'42" EAST, A DISTANCE OF 660.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 105; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 390.00 FEET TO THE NORTHWEST CORNER OF WELL SITE 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3957, PAGE 2450, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°54'14" EAST, A DISTANCE OF 250.02 FEET TO THE NORTHEAST CORNER OF SAID WELL SITE 1; THENCE RUN SOUTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID WELL SITE 1 AND THE EXTENSION THEREOF, A DISTANCE OF 334.82 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET; THENCE RUN NORTH 00°02'06" WEST, A DISTANCE OF 63.72 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°18'35" WEST, A DISTANCE OF 329.33 FEET TO THE NORTHWEST CORNER OF LOT 124, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°52'28" EAST, A DISTANCE OF 642.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 124; THENCE RUN SOUTH 00°19'41" EAST, ALONG THE EAST LINE OF SAID LOT 124 AND THE EXTENSION THEREOF, A DISTANCE OF 329.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°01'33" EAST, A DISTANCE OF 63.08 FEET; THENCE RUN SOUTH 89°57'41"

EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 480.92 FEET; THENCE RUN SOUTH 89°59'52" WEST, A DISTANCE OF 130.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 989.04 FEET; THENCE RUN NORTH 89°55'36" WEST, A DISTANCE OF 237.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 891.85 FEET, A CENTRAL ANGLE OF 67°22'22", A CHORD BEARING OF NORTH 29°47'23" WEST, AND A CHORD DISTANCE OF 989.32 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1048.71 FEET; THENCE RUN NORTH 27°32'13" EAST, A DISTANCE OF 246.97 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1132.50 FEET, A CENTRAL ANGLE OF 27°14'34", A CHORD BEARING OF NORTH 76°22'43" WEST, AND A CHORD DISTANCE OF 533.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 538.48 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 212.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 278.98 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE EXISTING PLATTED RIGHT OF WAY FOR KISSIMMEE PARK ROAD.

LESS AND EXCEPT LOTS 75, 76, 77, 84, 85, 86, 91, 92, 93, 100, 101, 102, 103, 109, 110, 115, 116, AND THE SOUTH 250.00 FEET OF THE EAST 250.00 FEET OF LOT 87, OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST AND PORTIONS OF THE PLATTED RIGHT OF WAYS ADJACENT TO SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 77, THENCE RUN SOUTH 00°18'04" EAST, A DISTANCE OF 1315.19 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 110; THENCE RUN SOUTH 89°54'02" EAST, A DISTANCE OF 642.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 328.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 89°55'03" EAST, A DISTANCE OF 17.50 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 00°16'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 328.61 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF AFORESAID LOT 115; THENCE RUN NORTH 89°56'02" WEST, A DISTANCE OF 1302.46 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 116; THENCE RUN NORTH 00°19'41" WEST, A DISTANCE OF 657.95 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 109; THENCE RUN NORTH 89°48'56" WEST, A DISTANCE OF 1997.35 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 103; THENCE RUN NORTH 00°16'23" WEST, A DISTANCE OF 330.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 103; THENCE RUN SOUTH 89°47'10" EAST ALONG THE NORTH LINE OF SAID LOT 103 AND THE EXTENSION THEREOF, A DISTANCE OF 659.85 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED

RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 329.66 FEET; THENCE RUN NORTH 89°46'33" WEST, A DISTANCE OF 267.51 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF AFORESAID LOT 87; THENCE RUN NORTH 00°17'29" WEST, A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF SAID LOT 87; THENCE RUN SOUTH 89°46'33" EAST, A DISTANCE OF 267.51 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 409.33 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF AFORESAID LOTS 75 & 76; THENCE RUN SOUTH 89°41'51" EAST, ALONG SAID LINE, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1319.08 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°50'01" EAST, A DISTANCE OF 660.92 FEET TO THE POINT OF BEGINNING.

NET AREA OF EDGEWATER PHASE ED-5 CONTAINING 191.48 ACRES, MORE OR LESS.

TOGETHER WITH:

#### LEGAL DESCRIPTION

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 OUT

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 N00°18'02"W ALONG THE WEST LINE OF SAID LOT 110, A DISTANCE OF 115.14 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 469.48 FEET; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 22.73 FEET; THENCE RUN S89°55'02"E, A DISTANCE OF 173.21 FEET TO A POINT ON THE EAST LINE OF SAID LOT 110; THENCE RUN S00°16'26"E ALONG SAID EAST LINE, A DISTANCE OF 92.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN N89°55'02"W 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.

TOTAL AREA OF EDGEWATER AA2 CONTAINING 686.07 ACRES, MORE OR LESS.

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

**13**



# CENTRAL FLORIDA UNDERGROUND, INC.

990 MILLER DRIVE • ALTAMONTE SPRINGS, FLORIDA 32701  
TELEPHONE 407-260-9000 • FAX 407-260-1599

January 26, 2024

BTI Partners  
Attn: Mr. Bobby Wanas, Land Development Construction Manager  
14501 Grove Resort Avenue #3102  
Orlando, FL 34787

**RE: Quotation for relocating OUC Duct Bank by Open Cut**  
**PROJECT: Clay Whaley Parkway**  
**LOCATION: Osceola County**

Dear Sir:

Based on the information provided by your firm, Central Florida Underground, Inc. proposes the following:

- 1, Provide Labor, Equipment and Material to relocate 4W-6" Duct System to new OUC DIP Poles
- 2, Intercept and Tie into existing OUC 6" Primary conduit
- 3, MOT included
- 4, Restore Pavement removed by CFU

Lump Sum;	\$40,608.00
<b>TOTAL AMOUNT PROPOSED</b>	<b>\$40,608.00</b>
<b>Add if Bond Required</b>	<b>\$0.00</b>

Notes:

1. All layout by others.
2. All permits to be by others.
3. All wires and cables to be installed by others
4. Proof Conduit and Pull String included
5. Pavement restoration is not per County or FDOT Specification

Dan Williams  
Project Manager



**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.

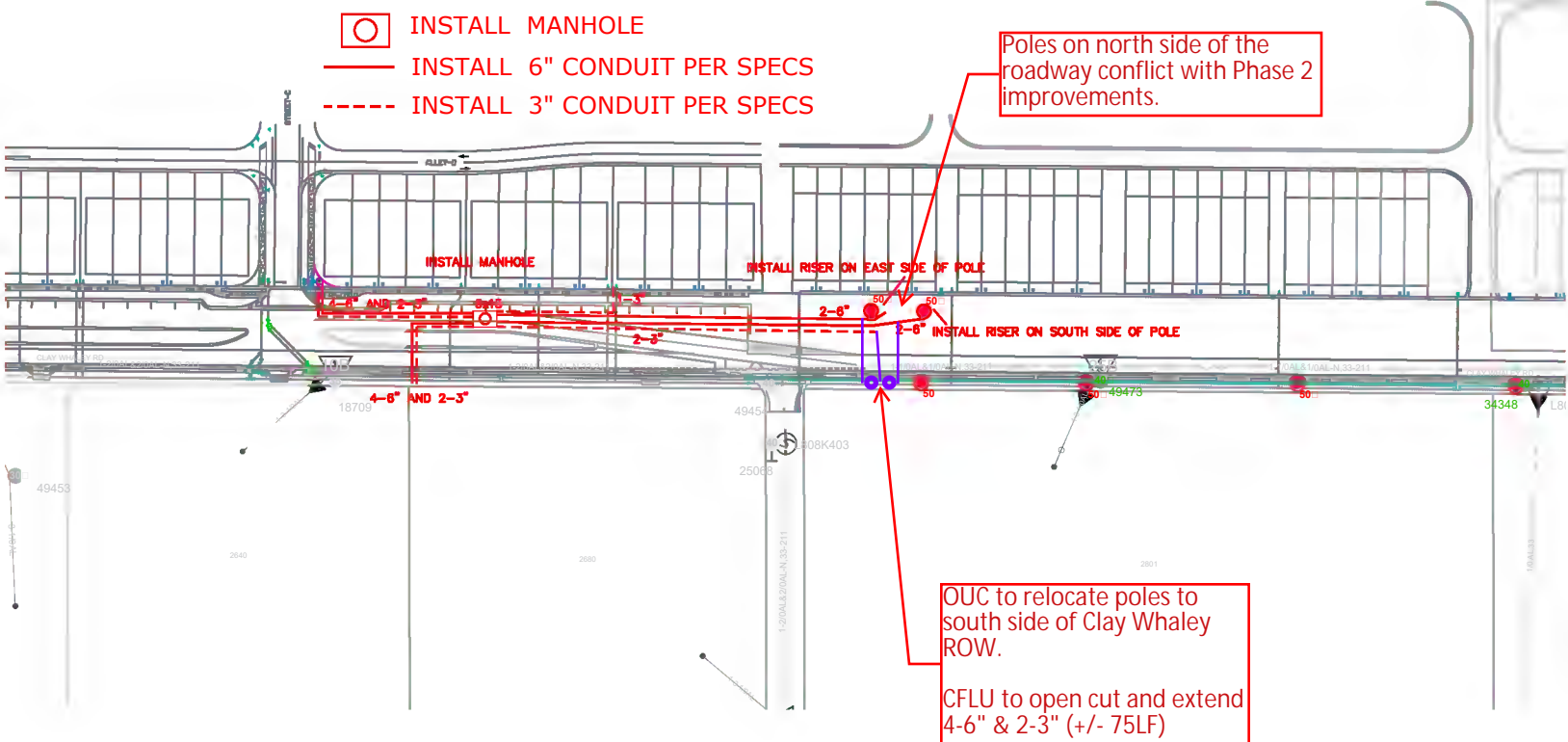
A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

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**

**14**



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

February 16, 2024.

Letter: 13

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 09: Sta 89+00 Intersection

Dear Mr. Pete,

As requested by BTI Partners, please see the attached change order work associated with underdrain addition and crushed concrete base replacement on intersection by station 89+00.

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 #09 Station 89+00 Intersection



## 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: 2165RFCO09

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Survey	1.00	LS	581.97	581.97
	6" Crushed Concrete Base - Material Difference	1,920.71	SY	3.94	7,567.60
	STRM: Type II Underdrain Index 440-001	240.00	LF	26.26	6,302.40
<b>GRAND TOTAL</b>					<b>\$14,451.97</b>

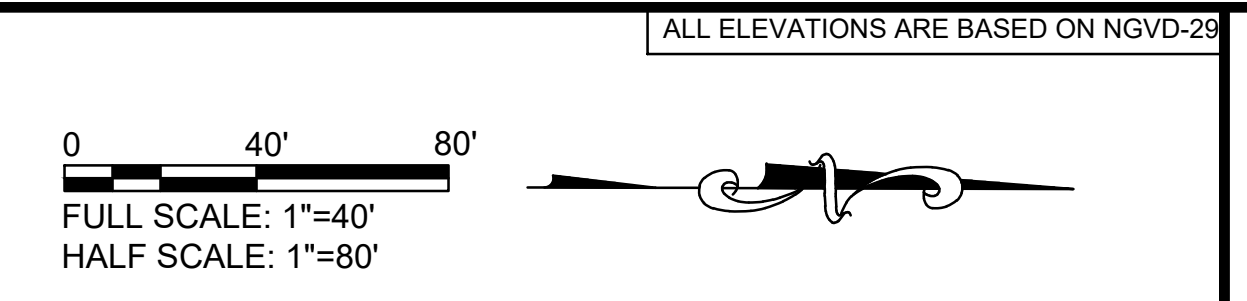
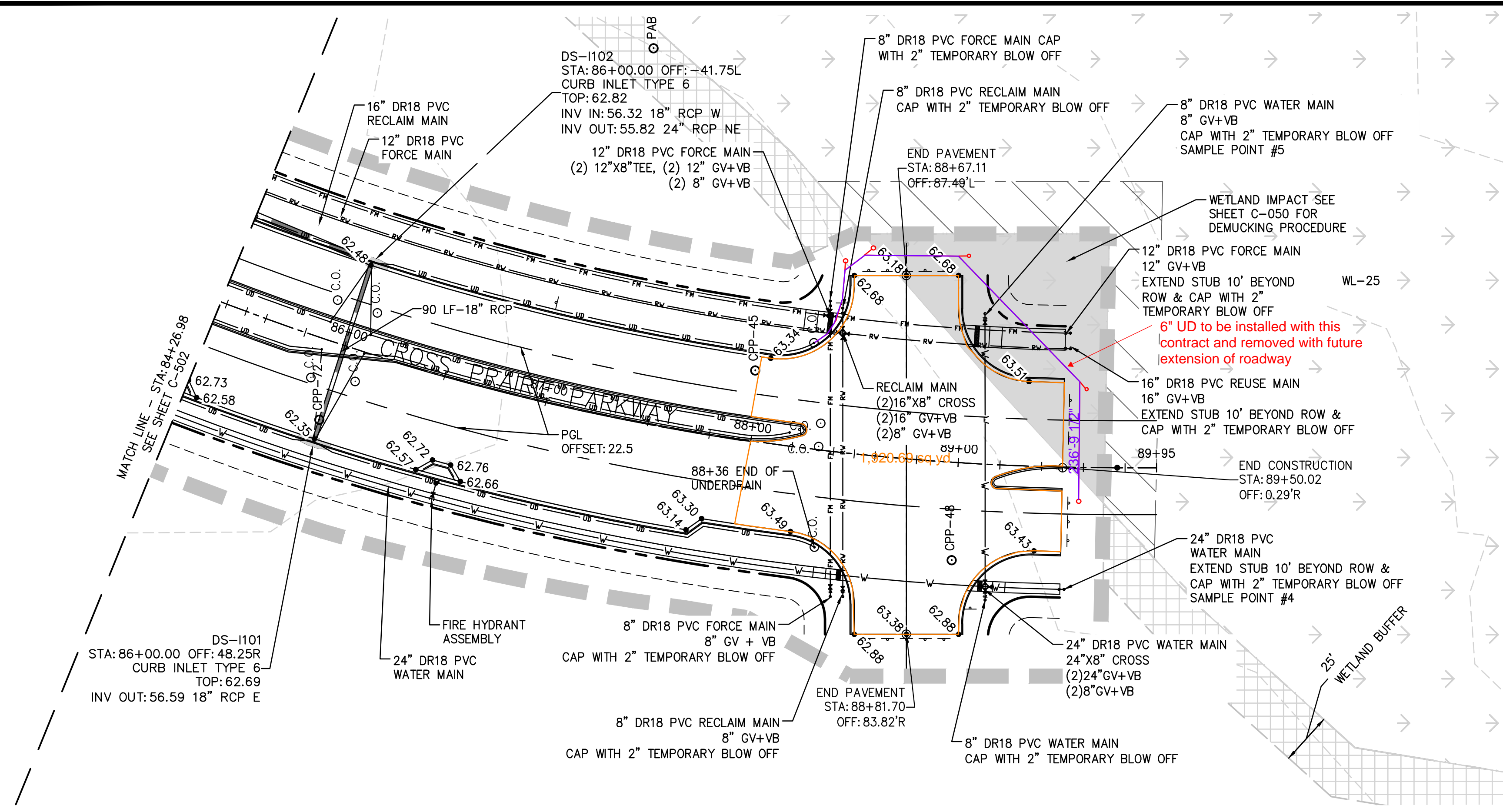
### NOTES:

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

Work to be performed in accordance to C-503 Sketch Provided by EOR.



Z:\2020\20104202 - BTI-ED-6 CP Pkwy\CAD\ACAD\CIVIL\CONSTRUCTION PLANS\C-500 PLAN AND PROFILE.dwg Oct 20, 2022 - 12:52pm



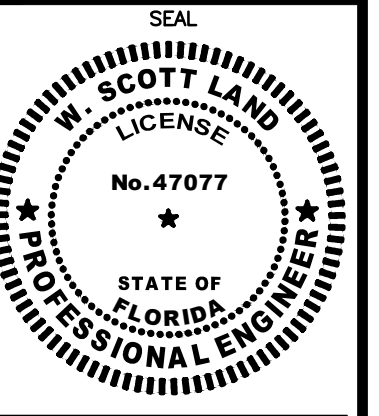
SOIL BORING POINT TABLE			
DESCRIPTION	NORTHING	EASTING	SEASONAL HIGH ELEVATION
CPP-1	1407094.47	555313.98	56.55
CPP-2	1407096.75	555247.64	57.02
CPP-4	1406996.77	555272.12	57.08
CPP-5	1406895.51	555327.96	57.04
CPP-6	1406896.54	555260.22	58.43
CPP-7	1406795.65	555314.78	56.90
CPP-13	1406497.41	555328.79	59.33
CPP-17	1406291.26	555336.96	60.15
CPP-20	1406198.85	555270.01	61.06
CPP-23	1405996.12	555252.92	60.40
CPP-25	1405895.57	555227.66	60.89
CPP-31	1405641.08	555063.85	61.22
CPP-38	1405406.42	554869.79	61.56
CPP-45	1405009.41	554809.41	61.47
CPP-48	1404915.24	554718.44	60.72
CPP-72	1405218.26	554785.76	60.11

REVISIONS	
NO.	DESCRIPTION
5	09/06/22 LGF
4	07/26/22 LGF
3	07/20/22 LGF
2	06/20/22 LGF
1	05/17/22 LGF

Substitute crushcrete for limerock where the current water levels are within 1' of the bottom of the base

- NOTES:
- IF UNDERDRAINS ARE USED AND IF ANY UNSUITABLE SOILS ARE FOUND BETWEEN THE SUBGRADE AND SHWT, ALL UNSUITABLE SOILS SHALL BE EXCAVATED AND REPLACED WITH SUITABLE SOILS UP TO 24-INCHES BELOW THE SUBGRADE. UNSUITABLE SOILS ARE THOSE THAT CONTAIN SILTS (WITH PERMEABILITY RATE LESS THAN 0.3 FEET/DAY), ORGANIC MATERIALS, DEBRIS, HARD PAN, OR MUCK (TYPE D SOILS).
  - UNDERDRAIN TRENCHES SHALL BE LOCATED A MINIMUM OF 2 FEET FROM ANY UNDERGROUND UTILITY LINES. ROOT BARRIERS WILL BE REQUIRED ADJACENT TO ANY STREET TREES TO PROTECT THE UNDERDRAIN.
  - SHWE LINE SHOWN IN THE PROFILE IS A SURFACE BUILT FROM ELEVATIONS AS SUPPLIED FROM GEOTECHNICAL REPORT FROM GEC DATED 02-03-2022.
  - ALL UNDERDRAIN PIPING LOCATED UNDER PAVEMENT SHALL BE 6" SOLID PVC PIPE (TYP).
  - ALL UNDERDRAIN SHALL BE TYPE II PER FDOT INDEX 440-001 INVERT TO BE SET 18" BELOW STABILIZED SUBGRADE.
  - GATE VALVES AND TEES, CROSSES AND OTHER FITTINGS WILL NOT HAVE MORE THAN 24" OF PIPE BETWEEN THEM.

**PLAN AND PROFILE**  
**EDGEWATER ED-6 PH 1 CROSS PRAIRIE PARKWAY EXTENSION**  
**OSCEOLA COUNTY, FL**



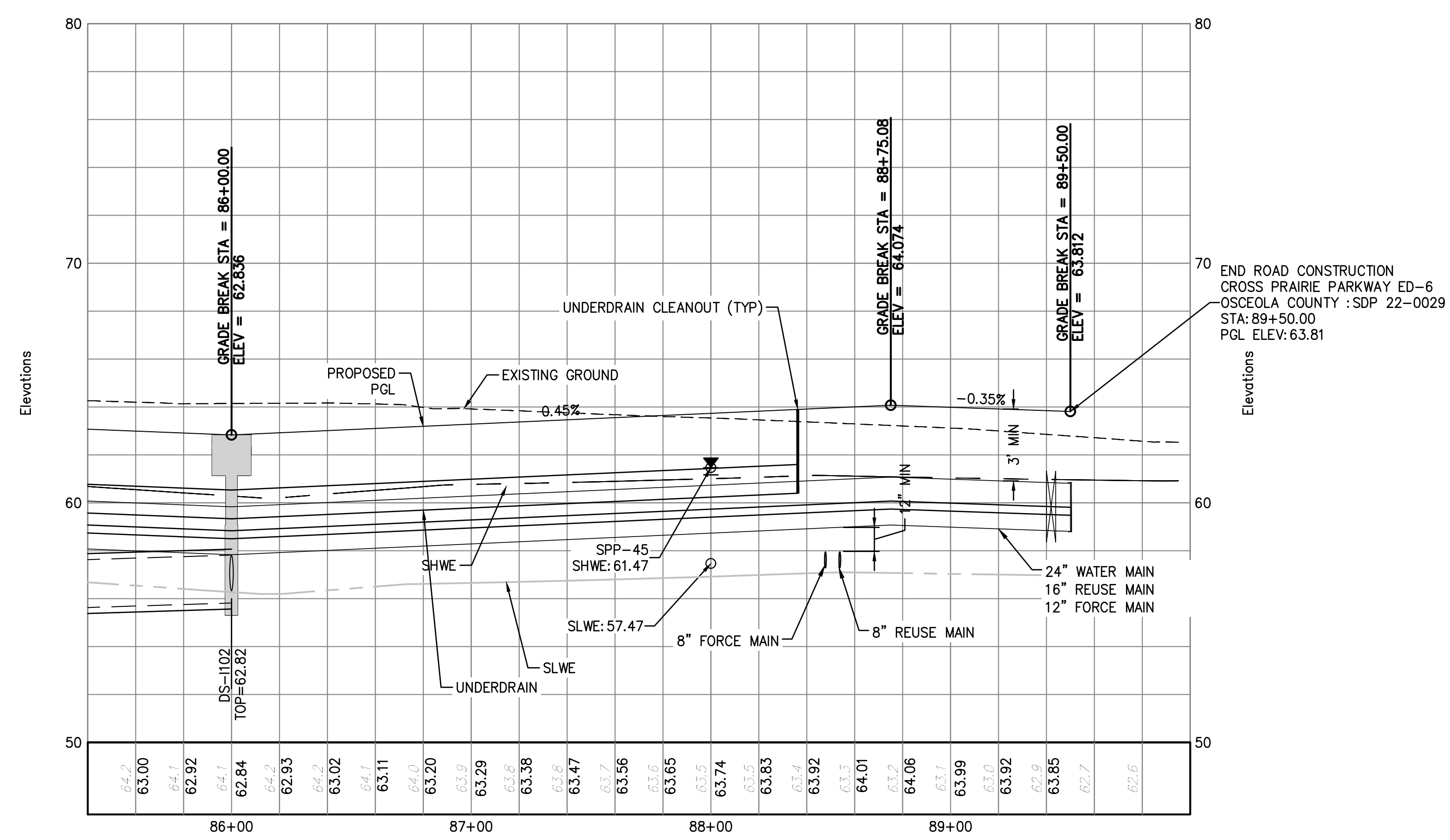
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY W. SCOTT LAND, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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

PROJECT NO./DASH NO.  
 R201042.02

SHEET  
**C-503**

SDP22-0029  
 PS21-00021  
 CP19-00003



CROSS PRARIE PARKWAY ED-6

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

**15**

CHANGE ORDER FORM  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Edgewater East CDD Phase 1 Civil Work ED-5

CHANGE ORDER NO. 007

DATE: February 7, 2024

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: October 6, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE ..... \$ 8,804,921.13

Current CONTRACT PRICE ADJUSTED by previous  
CHANGE ORDER ..... \$ 7,292,511.47

The CONTRACT PRICE due to this CHANGE ORDER will  
Increase/decrease by ..... \$ 26,283.75

The new CONTRACT PRICE including this ORDER will be ..... \$ 7,318,865.22

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

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

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

CHANGES ORDERED:

I. GENERAL

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Civil Work ED 5

PROJECT NO.: 4288-13-02

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO#11 ED5 Owner Direct Purchase Rinker Reconciliation Close Out

PO for balance not used

2. Justification

RFCO #11

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact: Reconciliation for the application of ODP for the materials not used deducted on CO #3 for Storm by Rinker Purchase Requests Request Form.
2. Justification: 2142 ED5 - RFCO #11 - Rinker ODP Balance not Used
3. Payment



Payments will be made per quantities and unit prices listed in the change order on future pay requests as the work is completed in whole or part.


- IV PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:  
None
- V. WAIVER

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

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by: \_\_\_\_\_  
 Change(s) Ordered by: \_\_\_\_\_  
 RECOMMENDED BY:  
 Construction Manager  
 By \_\_\_\_\_  
 Signature  
 Title CDD ENGINEER  
 Date \_\_\_\_\_

Edgewater East CDD  
 Hanson Walter and Associates, Inc.  
 ACCEPTED BY:  
 Contractor Jr Davis Construction Company, Inc.  
 By  \_\_\_\_\_  
 Signature  
 Title President  
 Date 2/13/24

Michael Spaul

APPROVED BY:  
Edgewater East CDD  
 (Owner)  
 By \_\_\_\_\_  
 Signature  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Signature  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

END OF SECTION



Jr. Davis Construction Company, Inc.

*00718* *2142*  
Jr. Davis Construction Company  
210 S. Hangar Road  
Kissimmee, FL 34741  
Phone: (407) 870-0066  
*RW*  
*2/05*

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 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:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	ODP Rinker - \$24,795.99 balance not used + 6%	1.00	LS	26,283.75	26,283.75
<b>GRAND TOTAL</b>					<b>\$26,283.75</b>



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

**16**

This instrument prepared by  
and return to:

Amanda Caruso, Esq.  
283 Cranes Roost Blvd., Suite 250  
Altamonte Springs, FL 32701

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**PARTIAL TERMINATION AND RELEASE OF  
TEMPORARY CONSTRUCTION EASEMENT**

This **PARTIAL TERMINATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT** (hereinafter “**Termination and Release**”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024, by **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (the “**District**” or “**Grantee**”), and is joined by **JCH CP, LLC**, a Florida limited liability company (“**Grantor**”), as a successor in title to **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company (“**EPFH III**”), whose mailing address is 283 Cranes Roost Blvd., Suite 250, Altamonte Springs, Florida 32701 (“**Grantor**”, and together with the District, the “**Parties**”).

**RECITALS:**

**WHEREAS**, the District and EPFH III, entered into that certain *Temporary Construction Easement*, recorded on March 17, 2021, in Official Records Book 5914, Page 1130 of the public records of Osceola County, Florida (the “**Temporary Construction Easement**”); and

**WHEREAS**, construction of the Improvements within the Easement Area (as such terms are defined and identified in the Temporary Construction Easement) has been completed; and

**WHEREAS**, the District, joined by Grantor, as successor in title to EPFH III, desire to terminate the Temporary Construction Easement subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. That the foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth herein.
2. Release of Lift Station Tract. The Lift Station Tract is hereby released from the effect of the Easement.

3. Severability. All provisions of this Release are intended to be severable. If any provision of this Release is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

4. Successors and Assigns. The terms and conditions of this Release shall apply to, bind and inure to the benefit of the successors in interest, successors in title, and assigns of the parties to this Release.

5. Counterparts; Recording. This Release may be executed in any number of counterparts, all of which together shall constitute a single document. This Release shall be recorded in the Public Records of Osceola County, Florida, where the original Easement was recorded.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties, by and through the undersigned authorized officers, have executed this Termination and Release on the date set forth above.

Signed, sealed and delivered in the presence of:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes

*[Handwritten signature of Kevin Kramer]*

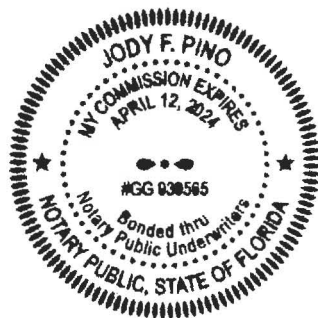
By: *[Handwritten signature]*  
Assistant Secretary / Board Member

Print Name: KEVIN KRAMER  
Address: 479B New Broad St,  
Orlando, FL 32814

*[Handwritten signature]*  
Print Name: Philip Vargas  
Address: 479B New Broad St  
Orlando, FL 32814

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19th day of February 2024, by Kevin Kramer as Asst. Sec / Board of Edgewater East Community Development District, who is personally known to me. Member



*[Handwritten signature]*  
(Print Name: Jody F. Pino)  
NOTARY PUBLIC, State of Florida  
Commission # GG939545  
My Commission Expires: 4/12/2024



Signed, sealed and delivered  
in the presence of:

**JCH CP, LLC**, a Florida limited liability  
company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print 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 JCH CP, LLC, on behalf of the company, who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)  
NOTARY PUBLIC, State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
(Lift Station Tract)

Tract 2042 Lift Station, Havenfield at Cross Prairie, according to plat thereof, as recorded in Plat Book 33, Pages 6-10, Public Records of Osceola County, Florida has been completed.

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

**17**



**DOWN TO  
EARTH**

LANDSCAPE & IRRIGATION

# ED- 5 ROADWAY PHASE 1 (REVISED)

LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



**PREPARED FOR:**

**MICHAEL  
OSBORN**

**BTI PARTNERS**

4798 New Broad Street, Suite 220  
Orlando, FL 32814  
Phone: (352) 978-6428  
Email: mosborn@btipartners.com

Proposal issued:  
**March 1, 2024**

Proposal valid for 30 days



March 1, 2024

ED – 5 Roadway Phase 1

RE: ED-5 ROADWAY Landscape and Irrigation Maintenance Request for Proposal

Dear Michael,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “Natural Joy” to our customers. We understand the high standards our customers require and constantly seek to be the “Service Provider of Choice” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

#### **INTEGRITY**

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

#### **COMMUNITY**

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

#### **ACCOUNTABILITY**

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

#### **RELENTLESSNESS**

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

#### **EXCELLENCE**

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Respectfully,

Dennis Milavec  
Business Development  
412-867-6316  
Dennis.milavec@down2earthinc.com

# COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



## EXPERIENCE THE DOWN TO EARTH DIFFERENCE

**Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.**



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

# ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

## OUR GOAL

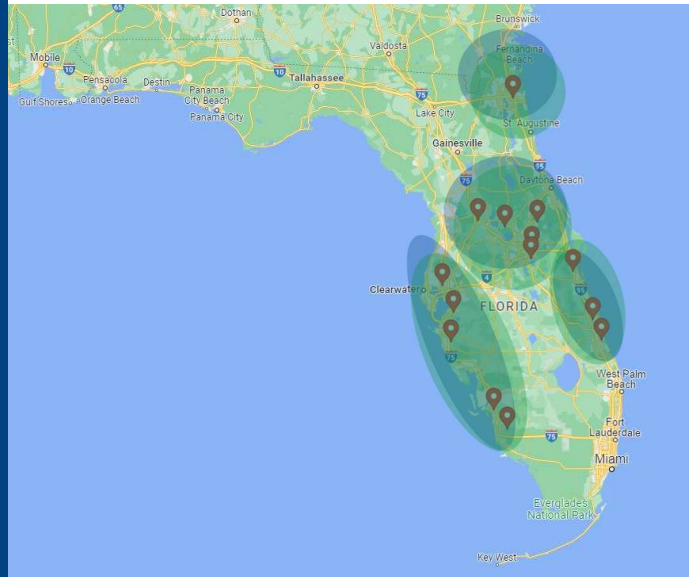
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

## CERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

## 450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

## LOCATIONS

### CENTRAL

- Lake Nona
- Mount Dora
- Orlando
- Sanford
- The Villages

### NORTH

- Jacksonville

### SOUTHEAST

- Vero Beach
- Fort Pierce
- Viera

### SOUTHWEST

- Sarasota
- Ruskin
- Fort Myers
- Naples
- Tampa



# COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



## THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

## HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our **“Green Vest Training”** program that focuses on the safe operation of all equipment and machinery.

## PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

## SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.



# LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

# APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.

## CORE COMPETENCIES



- MAINTENANCE
- IRRIGATION
- CONSTRUCTION
- ENHANCEMENTS & INSTALLATION
- FERTILIZATION & PEST CONTROL
- GOLF

# 30-60-90 DAY TRANSITION PLAN

## WHAT TO EXPECT

### First 30 Days

- Meet with key stakeholders and residents to understand customer preferences
- Implementation of Down To Earth's "CustomerLink" work order system if requested
- Begin Initial Assessment Report Information
- Conduct Soil Tests throughout the community (Optional)
- Begin Irrigation System Evaluation
- Identify all landscape issues and concerns
- Review / identify any safety concerns and existing damages
- Confirm Mow and Trim Detail Schedules — Color Coded Mapping (Optional)
- Documentation with photos
- Plant and Turf Health Evaluation

### 60 Days

- Continue Initial Assessment Report Information with corrective action recommendations to the management team
- Review Soil Tests and report findings with recommendations (Optional)
- Provide a site-specific agronomics plan and schedule
- Discuss irrigation system deficiencies with recommendations for proper corrections
- Discuss landscape issues and concerns with recommendations for proper corrections
- Submit proactive proposals based on budgets and expectations

### 90 Days

- Begin monthly newsletter and coordinate Town Hall — meet & greet with the community
- Begin irrigation system corrections/repairs based on findings
- Conduct turf replacement if required and approved
- Landscape replacement and enhancements for the common area(s)
- Implement proper fertilizer blends based on soil tests and contract specifications
- Update and revise mow and detail schedules if needed to improve efficiencies
- Communicate with homeowners and management to make sure we are moving in the right direction for our new long-term partnership
- Implement regular ride-thru inspections with management as needed
- Manage work orders effectively with our CustomerLink work order software
- Take action regarding soil sample results
- At the end of the 90-day transition — submittal of the full property assessment report including irrigation analysis



# MAINTENANCE SERVICES AVAILABLE

## MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

## TRIMMING & EDGING

Performed around beds, curbs, streets, trees, and buildings.

## IRRIGATION

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

## FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

## INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

## PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

## TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

## MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

## ANNUAL FLOWERS

Proper spacing will be utilized per plant species variety to ensure proper growth.

## DESIGN & INSTALL

In house capability to provide full design and install of new material to bring your vision to life.

## STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit [www.dtlandscape.com/all-services/](http://www.dtlandscape.com/all-services/)

Note: Detailed scope of services included with pricing and contract.

# STATE OF THE ART SERVICE

## LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



### UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



### INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



### INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

# CUSTOMER SERVICE & COMMUNICATION

## CUSTOMER LINK WORK ORDER SYSTEM

Through access on a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink include:

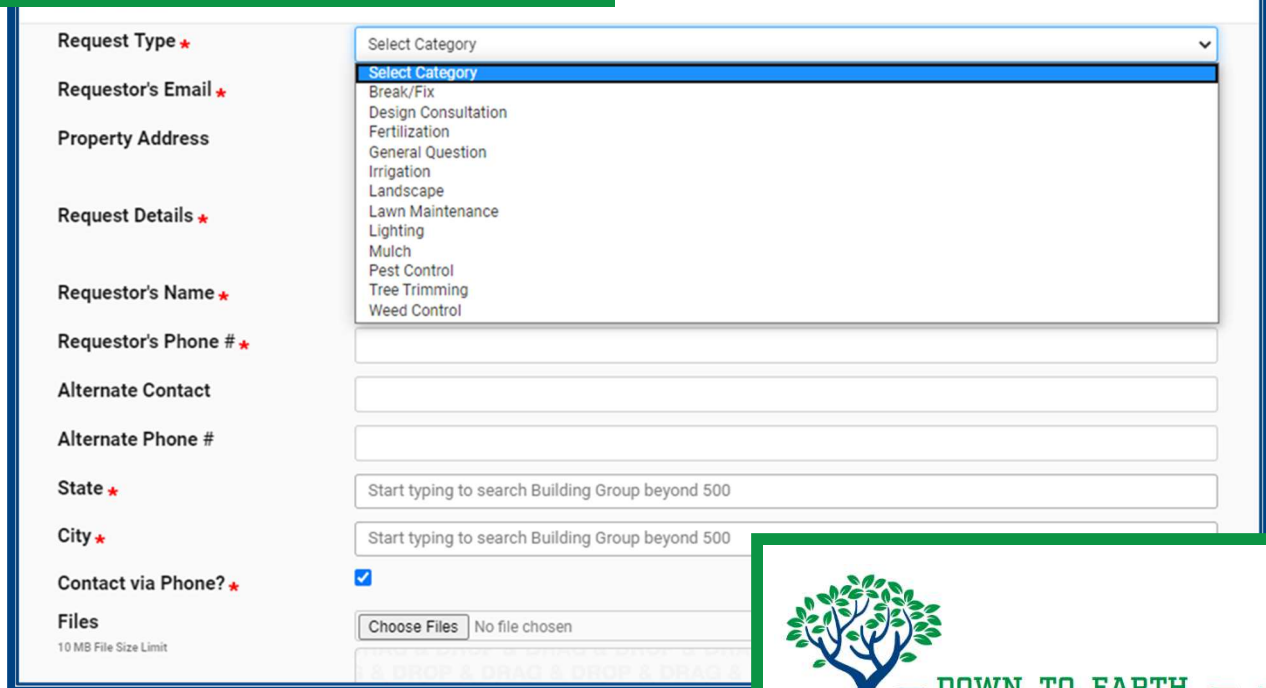
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

## CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

**TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY**



The screenshot displays a web form for submitting a request. On the left, there is a vertical sidebar with labels for various fields: Request Type, Requestor's Email, Property Address, Request Details, Requestor's Name, Requestor's Phone #, Alternate Contact, Alternate Phone #, State, City, Contact via Phone?, and Files. The main form area contains a dropdown menu for 'Select Category' with a list of options including Break/Fix, Design Consultation, Fertilization, General Question, Irrigation, Landscape, Lawn Maintenance, Lighting, Mulch, Pest Control, Tree Trimming, and Weed Control. Below the dropdown are several text input fields for contact information, a checkbox for 'Contact via Phone?' which is checked, and a file upload section with a 'Choose Files' button and the text 'No file chosen'.



# DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.



## SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

## NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

## PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.







# PERSONNEL

MEET THE TEAM



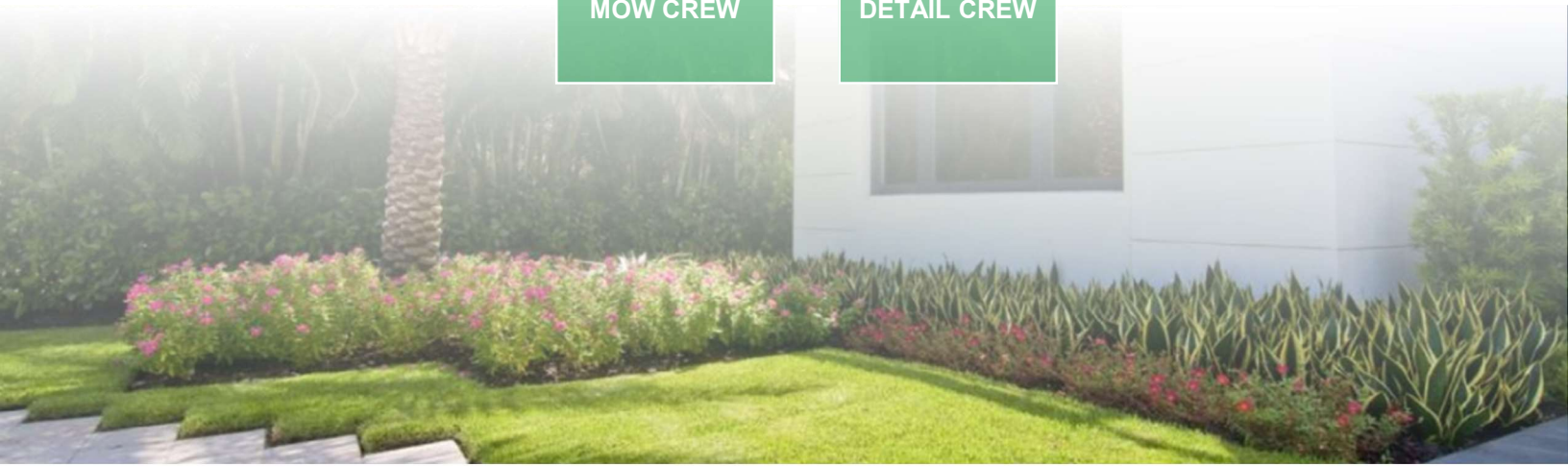
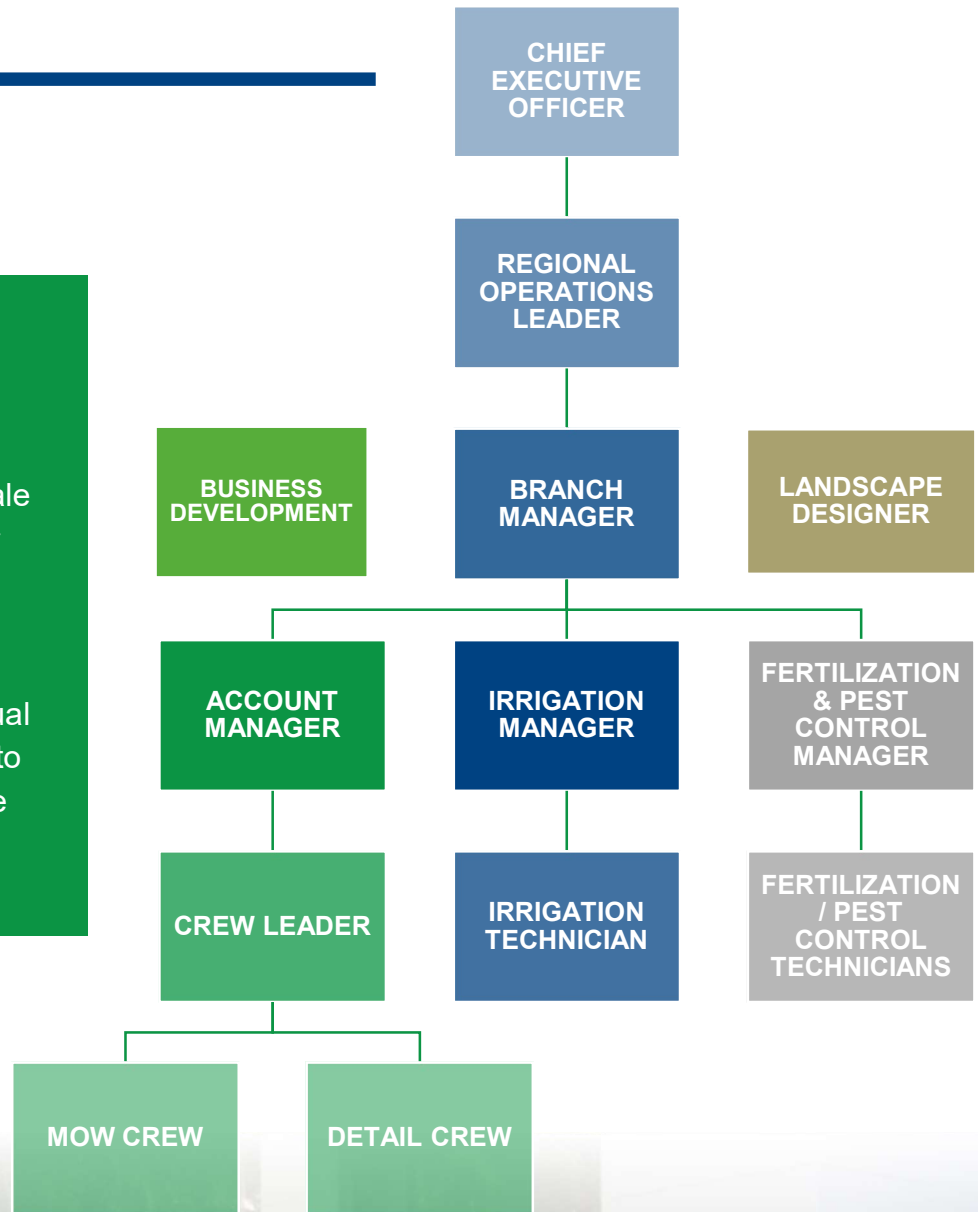
Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

**OUR TEAM IS COMMITTED TO CREATING  
THE HEALTHIEST AND MOST VIBRANT  
LANDSCAPE FOR YOU**

# ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".



# YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.

## REGIONAL OPERATIONS LEADER

- Rob Joseph
- Leads the region and provides support and resources.

## BRANCH MANAGER

- Michael Furber
- Leads multiple field teams and is responsible for the operations for your property.

## ACCOUNT / PROJECT MANAGER

- TBD
- Manages the on-site maintenance crews as the primary onsite point of contact.

## BUSINESS DEVELOPMENT

- Dennis Milavec
- Provides key information on services to ensure a smooth onboarding process.

## SR. LANDSCAPE DESIGNER

- Josephine "Josie" Weller
- Creates beautiful custom landscapes as an industry trained professional.

# EXPERIENCE

## YOUR TEAM'S BACKGROUND

**Rob Joseph**

**REGIONAL OPERATIONS LEADER**

### SUMMARY

Executive Leader with a proven record of delivering transformative people strategies that have launched, grown, and strengthened business performance cross-multiply labor-intensive industries including Consumer fulfillment, Industrial Distribution, and Retail operations.

### QUALIFICATIONS

P&L Leadership  
Organizational assessment and re-engineering  
Lean Management systems  
Cultural transformation

### SUMMARY

Down2Earth Maitland, FL-Chief Administration Officer/Regional Operations Leader  
2022 - Present

**Michael Furber**

**BRANCH MANAGER**

### SUMMARY

Strong operations and customer service leader with 25 years of experience in landscape management with a proven track record of managing large, high end, residential and commercial properties. Successful at building high performing teams and maintaining strong client relationships.

### QUALIFICATIONS

- Bilingual-Spanish
- Certified Pest Control Operator- Lawn & Ornamental
- AS in Horticulture
- Turf management, irrigation, and new construction installation

### SUMMARY

Down2Earth – Branch Manager – Boggy Creek	2022 - Present
Director of Reunion Resorts and Encore Resort HOA Ops	2019 – 2022
Director of Central Florida Operations	2014-2019

6

# EXPERIENCE

## YOUR TEAM'S BACKGROUND

**Shane Parrish**

**IRRIGATION MANAGER**

### SUMMARY

20+ years in the Green Industry with focus on installation, troubleshooting, and repair of irrigation systems.

### QUALIFICATIONS

- Certified Rain Bird Maxicom installer and controller
- State of Florida Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Certified Toro Osmac

### SUMMARY

Down2Earth- Regional Director Irrigation-Central FL  
Valley Crest Landscape- Irrigation Specialist

2004 - Present  
1998 - 2004

**Bruce Warsaw**

**FERT. & PEST CONTROL MANAGER**

### SUMMARY

Certified Pest Operator with broad green industry experience including 30+ years in the FL Landscape industry

### QUALIFICATIONS

- Certified Pest Control Operator
- Green Industries Best Management Practices certification
- Branch Manager Leadership experience
- Capability to develop customized L&O programs for DTE

### SUMMARY

Down2Earth- Regional F& P Leader- Central/North FL  
Down2Earth- Branch Manager- Villages, FL  
TruGreen- Service Manager – Orlando, FL  
Agri-Services- Spray Tech- Orlando, FL

2021 - Present  
2007 - 2021  
1991 - 2007  
1988 - 1991

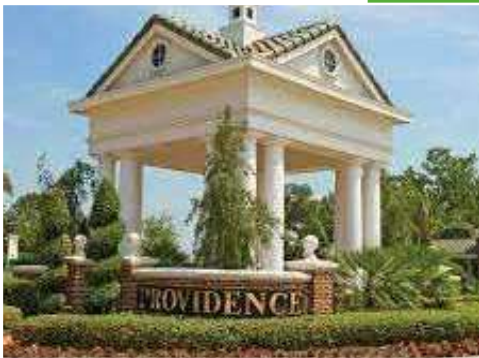
# MAINTENANCE PROJECTS & REFERENCES



Bella Collina  
16690 Cavallo Drive  
Montverde, FL



Independence HOA  
14123 Pleach Street  
Winter Garden, FL



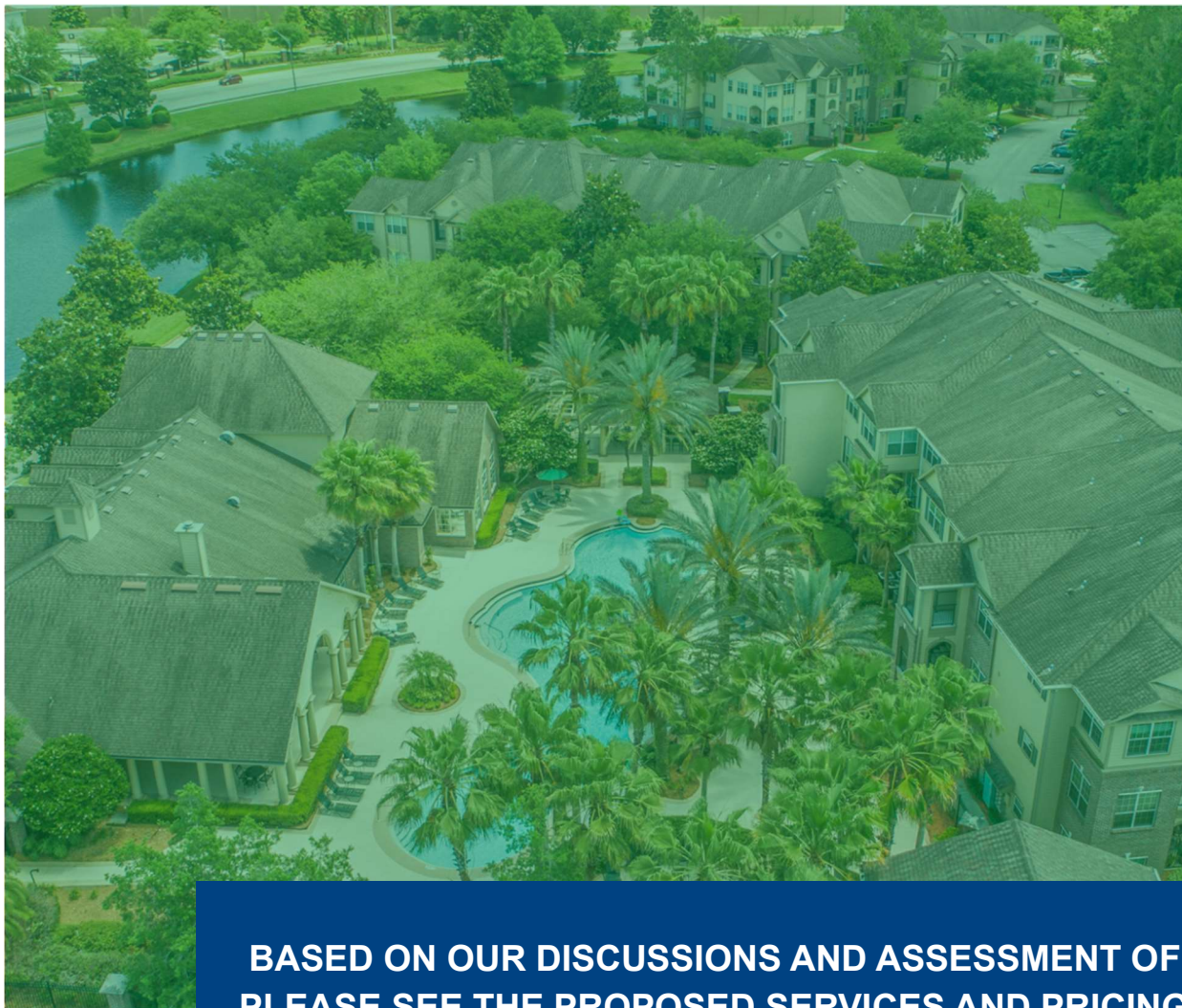
Providence  
Homeowner's Association  
131 Chadwick Drive  
Davenport, FL

Additional contact information for references can be provided separately upon request.



# PROPOSAL PRICING

PREPARED FOR ED – 5 ROADWAY PHASE 1



**BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY,  
PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE  
TO BEST SERVE YOUR PROPERTY.**

# LANDSCAPE & IRRIGATION PROPOSAL

**ED – 5 ROADWAY PHASE 1- CONSTRUCTION PLAN  
C/O: BTI PARTNERS  
4798 NEW BROAD STREET, ORLANDO, FL 32814**

## **Pricing Summary**

Base Maintenance	\$48,853.00	Annually
Irrigation Maintenance	\$4,992.00	Annually
Fertilization / Pest Control Services	\$3,598.00	Annually

**Total \$57,443.00**

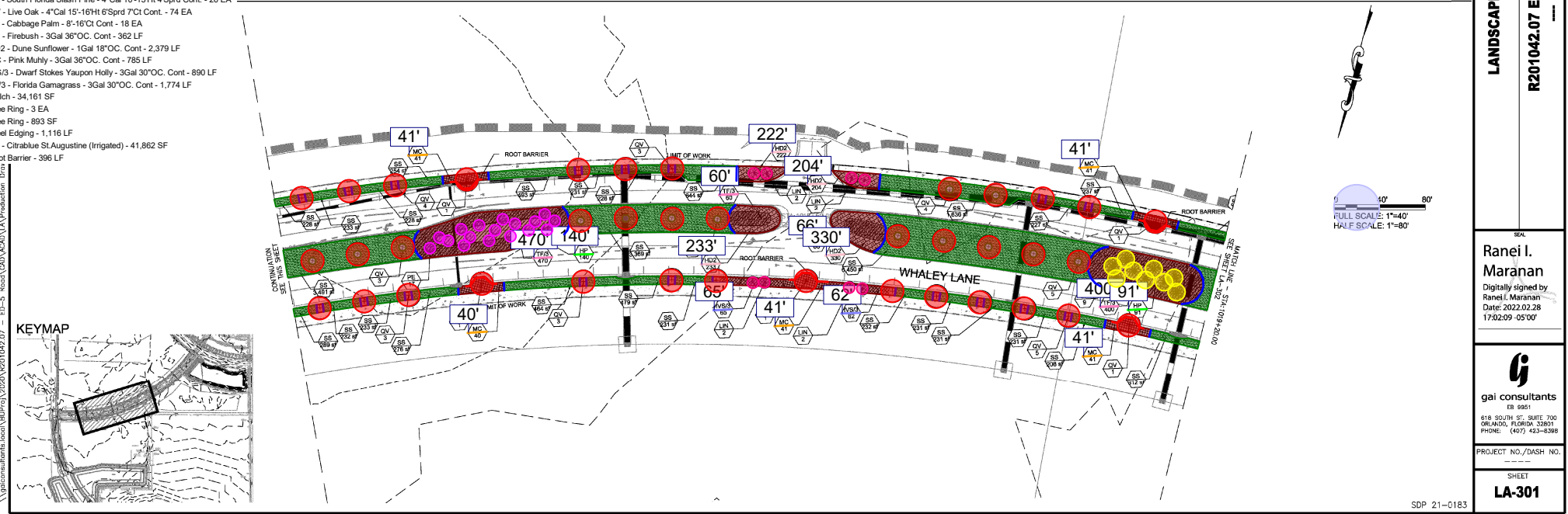
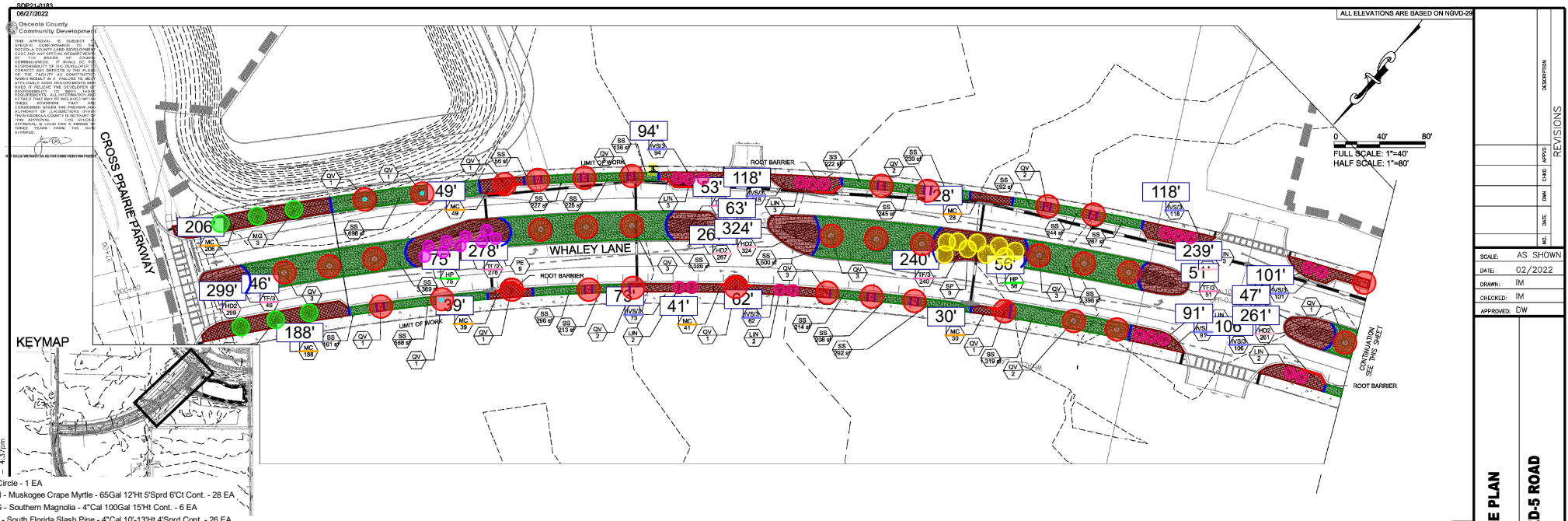
*Monthly \$4,786.91*

**Pricing valid for 30 days.**

**There is a warranty on the material through the first year of maintenance. DTE will continue the warranty for the 2nd year of the contract only if awarded.**

**Pricing from supplied construction plans**





NO.	DATE	BY	CHKD	APPD	REVISIONS

SCALE: AS SHOWN  
DATE: 02/2022  
DRAWN: IM  
CHECKED: IM  
APPROVED: DW

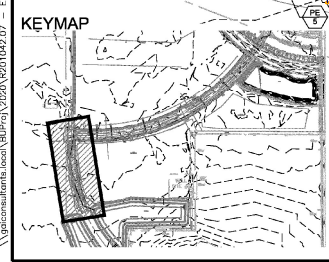
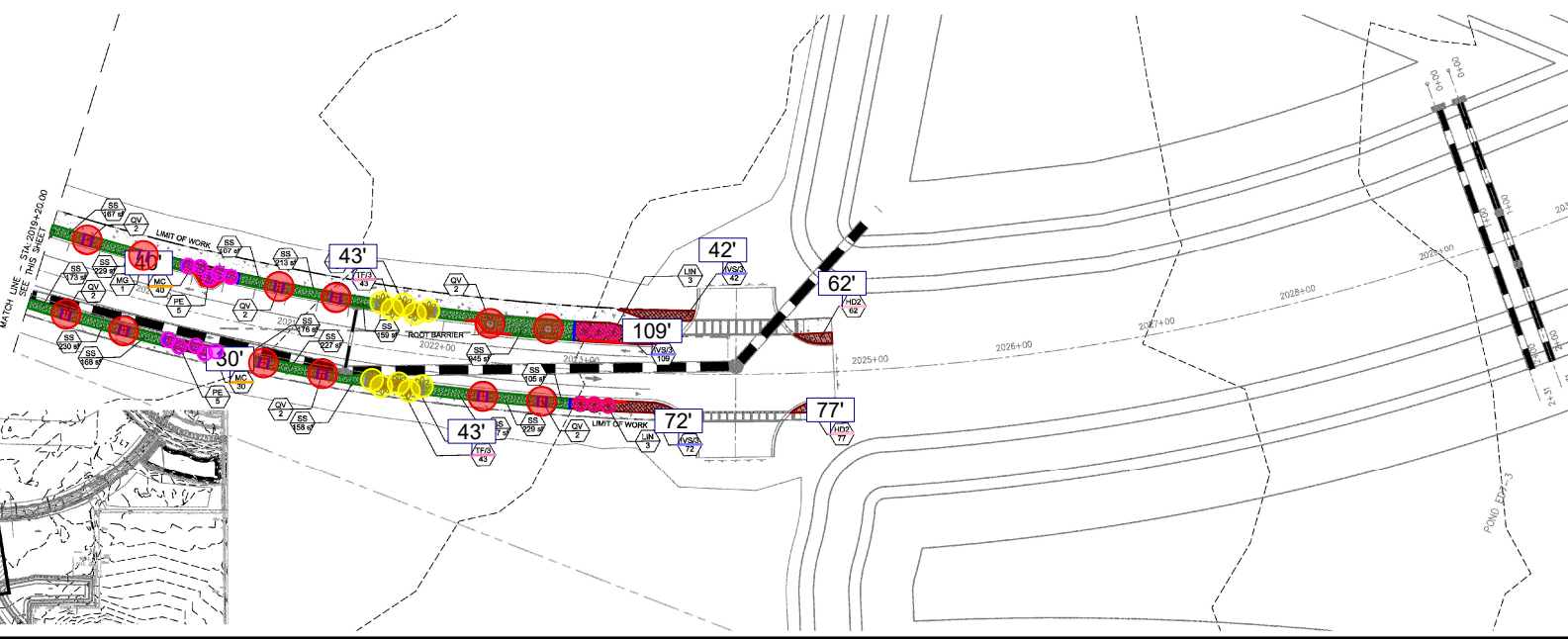
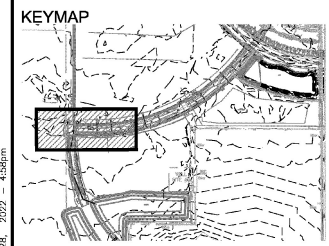
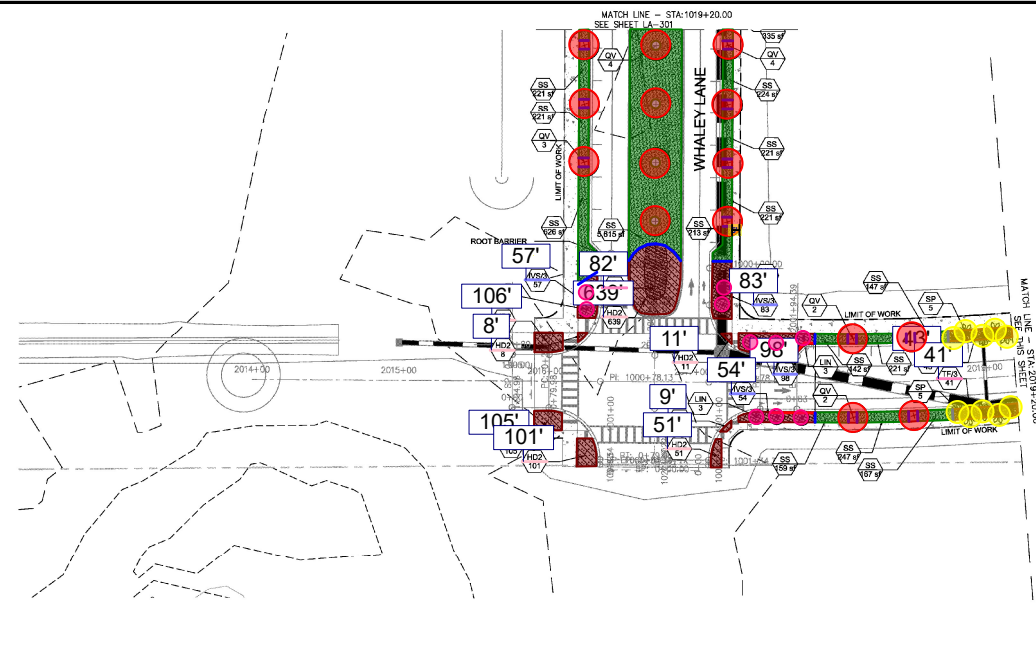
**LANDSCAPE PLAN**  
**R201042.07 ED-5 ROAD**

Raneil I. Maranan  
Digitally signed by Raneil I. Maranan  
Date: 2022.02.28 17:02:09 -05'00'

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

PROJECT NO./DASH NO.  
SHEET  
**LA-301**

- 06/21/2022  
 Ocala County  
 Community Development  
 THIS APPROVAL IS SUBJECT TO THE CITY OF OCALA'S LANDSCAPE PLAN REVIEW AND SPECIAL REQUIREMENTS. THE CITY OF OCALA'S LANDSCAPE PLAN REVIEW IS A PRELIMINARY REVIEW AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF OCALA'S LANDSCAPE PLAN REVIEW IS NOT A SUBSTITUTE FOR THE DESIGNER'S PROFESSIONAL LIABILITY INSURANCE COVERAGE. THE CITY OF OCALA'S LANDSCAPE PLAN REVIEW IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF OCALA'S LANDSCAPE PLAN REVIEW IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
- 7 - 40' Circle - 1 EA
  - 30 - LIN - Muskogee Crape Myrtle - 65Gal 12Ht 5'Sprd 6'Cl Cont. - 16 EA
  - 32 - PE - South Florida Slash Pine - 4"Cal 10'-13Ht 4'Sprd Cont. - 10 EA
  - 33 - QV - Live Oak - 4"Cal 15'-16Ht 6'Sprd 7'Cl Cont. - 27 EA
  - 34 - SP - Cabbage Palm - 8'-16'Cl Cont. - 20 EA
  - 36 - HD2 - Dune Sunflower - 1Gal 18"OC. Cont. - 1,169 LF
  - 37 - MC - Pink Muhly - 3Gal 36"OC. Cont. - 70 LF
  - 38 - IVS/3 - Dwarf Stokes Yaupon Holly - 3Gal 30"OC. Cont. - 515 LF
  - 39 - TF/3 - Florida Gamagrass - 3Gal 30"OC. Cont. - 252 LF
  - 40 - Mulch - 8,730 SF
  - 43 - Tree Ring - 185 SF
  - 44 - Steel Edging - 455 LF
  - 45 - SS - Citrablue St. Augustine (Irrigated) - 12,192 SF
  - 47 - Root Barrier - 208 LF



ALL ELEVATIONS ARE BASED ON NGVD-29

NO.	DATE	BY	REVISIONS

SCALE: AS SHOWN  
 DATE: 02/2022  
 DRAWN: IM  
 CHECKED: IM  
 APPROVED: DW

**LANDSCAPE PLAN**  
**R201042.07 ED-5 ROAD**

SEAL  
**Raneil I. Maranan**  
 Digitally signed by Raneil I. Maranan  
 Date: 2022.02.28 17:10:45 -05'00'

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

PROJECT NO./DASH NO.  
 SHEET  
**LA-302**

\\gpc\consultants\local\B\Proj\2020\R201042.07 - ED-5 Road\CAD\WCA\LA\Production Drawings\R201042.07 LANDSCAPE PLAN.dwg Feb 28, 2022 - 4:18pm



# PROPOSED TERMS & SCOPE OF SERVICES

## LANDSCAPE MAINTENANCE PROGRAM

### TURF GRASS SPECIFICATIONS

#### i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3", depending on seasonal requirements.

#### ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

**iv. Crape Myrtle Pruning**

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

**v. Edging and Trimming**

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

**vi. Fertilization**

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

**vii. Insect and Disease Control**

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

**viii. Weed Control**

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.



**iii. Trimming**

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

**iv. Debris Removal**

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of DTE. Trash pick-up within the right of way to be picked up during DTE scheduled maintenance program. (trash, blowing paper, cups)

**v. Fertilization**

Irrigated Turf shall be fertilized up to four (4) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

\* As one of the applications, an Arena Insecticide application for St Augustine is done in May before the start of chinch bug season.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost. All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

**vi. Insect & Disease Control**

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

## Fert

### **PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROWDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION**

#### **i. Pruning**

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

#### **ii. Tree Pruning**

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet. This is included in the base maintenance plan.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge. This is included in the base maintenance plan.

#### **iii. Palm Pruning**

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually. This is included in the base maintenance plan.

**DTE can provide service for Palms over a maximum height of 12' upon Customer request at an additional cost.**

## IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these “watering guidelines” will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a Time and Material rate.

DTE is approved to make repairs up to \$500 per wet check or work order without approval of Customer.

## MULCHING

**Mulch is not provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.**

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

## ANNUAL FLOWERS MAINTENANCE PROGRAM

**Annual Flowers are not provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.**

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.



## **ADDITIONAL SERVICES**

DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from Customer. Rates for labor shall be provided upon request.



**DOWN TO  
EARTH**

LANDSCAPE & IRRIGATION

# THANK YOU!

**WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU  
AND THE ED – 5 ROADWAY PHASE 1 PROJECT**



Down To Earth Landscape & Irrigation  
2701 Maitland Center Parkway  
Suite 200  
(321) 263-2700  
[dtelandscape.com](http://dtelandscape.com)

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

**18**

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

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

	Fiscal Year 2024				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 503,857	\$ 370,110	\$ 133,747	\$ 503,857	\$ 992,733
Landowner contribution	-	14,938	2,678	17,616	-
Total revenues	<u>503,857</u>	<u>385,048</u>	<u>136,425</u>	<u>521,473</u>	<u>992,733</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	18,428	31,572	50,000	50,000
Engineering	7,500	850	6,650	7,500	7,500
Audit	6,500	4,000	2,500	6,500	6,500
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee - Series 2021	5,725	-	5,725	5,725	5,725
Trustee - Series 2022	5,725	4,031	1,694	5,725	5,725
DSF accounting - Series 2021	5,500	2,750	2,750	5,500	5,500
DSF accounting - Series 2022	5,500	2,750	2,750	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	252	248	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	590	5,910	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,563	-	5,563	5,750
Contingencies/bank charges	500	87	413	500	500
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	-	-	-	-
Total professional & administrative	<u>152,740</u>	<u>65,741</u>	<u>87,062</u>	<u>152,803</u>	<u>152,990</u>

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

	Fiscal Year 2024				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>Field operations</b>					
Accounting	2,500	-	2,500	2,500	2,500
Streetlighting	50,120	-	50,120	50,120	80,114
Repairs and maintenance	12,000	-	12,000	12,000	24,386
Electricity	3,600	2,410	1,190	3,600	6,586
Landscape maint.					
Maintenance contract	252,885	120,093	132,792	252,885	542,610
Plant replacement	12,000	-	12,000	12,000	17,857
Landscape contingency	6,000	-	6,000	6,000	8,927
Irrigation	12,000	273	11,727	12,000	156,774
Total field operations	<u>351,105</u>	<u>122,776</u>	<u>228,329</u>	<u>351,105</u>	<u>839,754</u>
Total expenditures	<u>503,845</u>	<u>188,517</u>	<u>315,391</u>	<u>503,908</u>	<u>992,744</u>
Excess/(deficiency) of revenues over/(under) expenditures	12	196,531	(178,966)	17,565	(11)
Fund balance - beginning (unaudited)	1,618,095	(17,545)	178,986	(17,545)	20
Committed					
Impact fee collections	1,618,095	1,618,095	1,618,095	1,618,095	1,618,095
Unassigned	12	(1,439,109)	(1,618,075)	(1,618,075)	(1,618,086)
Fund balance - ending (projected)	<u>\$ 1,618,107</u>	<u>\$ 178,986</u>	<u>\$ 20</u>	<u>\$ 20</u>	<u>\$ 9</u>

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

**Expenditures**

**Professional & administrative**

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



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

**Expenditures (continued)**

**Field operations**

Accounting	2,500
Stormwater management	
Streetlighting	80,114
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance. Cross-Prairie Pkwy, ED5 Roadway Ph 1,	
Repairs and maintenance	24,386
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	6,586
Cover the costs of electricity for the monument low voltage lighting. Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape maint.	
Maintenance contract	542,610
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments. Cross-Prairie Pkwy. ED5 Roadway Ph 1. Clay Whaley Row Ph1	
Plant replacement	17,857
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	8,927
Irrigation	156,774
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Total expenditures	<u><u>\$ 992,744</u></u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Product</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>FY 2024 DS Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>
Single Family 1	553	\$ 230.60	\$ 1,224.94	\$ 1,455.54	\$ 1,341.98
Single Family 2	197	230.60	979.96	1,210.56	1,097.00
Multi Family	323	230.60	749.67	980.27	866.71
<b>Total</b>	<b>1,073</b>				

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

<b>Product</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>FY 2024 DS Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>
Single Family 1	727	\$ 230.60	\$ 1,224.94	\$ 1,455.54	\$ 1,341.98
Single Family 2	404	230.60	979.96	1,210.56	1,097.00
Multi Family	859	230.60	749.67	980.27	866.71
<b>Total</b>	<b>1,990</b>				

**Future Phase(s), Off-roll assessments**

<b>Product</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>Not Applicable</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>
Single Family 1	455	\$ 230.60	n/a	\$ 230.60	\$ 117.04
Single Family 2	121	230.60	n/a	230.60	117.04
Multi Family	666	230.60	n/a	230.60	117.04
<b>Total</b>	<b>1,242</b>				



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

**19**

## Proposal for Extra Work at Edgewater East CDD

Property Name	Edgewater East CDD	Contact	Michael Osborn
Property Address	4581 Cross Prairie Pkwy St Cloud, FL 34772	To	Edgewater East CDD
		Billing Address	2300 Glades Rd Ste 410 W Boca Raton, FL 33431

Project Name      Roadway Enhancement \*\*Revised\*\*

Project Description      Fakahatchee/Muhly Replacement & Lantana Installation in bare areas with Schillings. Replace Turf

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Ilex Schillings Bed</b>				<b>Subtotal</b>
				<b>\$7,777.32</b>
440.00	EACH	Lantana New Gold &/or Anna Marie 1 gal. Installed	\$6.90	\$3,036.00
300.00	EACH	Fakahatchee Dwarf/Muhly 3 gal. Installed (Mulch Not Included)	\$12.75	\$3,825.00
10.00	CUBIC YARD	Mulch Installed - Mini Pine Bark (Lantana installation only)	\$75.00	\$750.00
2.00	HOUR	Irrigation Technician	\$83.16	\$166.32
<b>Finger Tip Islands</b>				<b>Subtotal</b>
				<b>\$3,316.20</b>
16.00	MAN HOUR	Enhancement Labor - Soil Removal and lower grade	\$75.60	\$1,209.60
26.00	EACH	Black Metal Edging w/ stakes Installed,	\$66.60	\$1,731.60
5.00	CUBIC YARD	Mulch Installed - Mini Pine Bark	\$75.00	\$375.00
<b>Median Floratam (chinch bug damage)</b>				<b>Subtotal</b>
				<b>\$4,486.32</b>
2,500.00	SQUARE FEET	Damaged Turf demo and replace	\$1.73	\$4,320.00
2.00	HOUR	Irrigation Technician	\$83.16	\$166.32
<b>West side Floratam (chinch bug damage)</b>				<b>Subtotal</b>
				<b>\$1,803.16</b>
1,000.00	SQUARE FEET	Damaged Turf demo and replace	\$1.72	\$1,720.00
1.00	HOUR	Irrigation Technician	\$83.16	\$83.16
<b>Campfire road intersection Bahia</b>				<b>Subtotal</b>
				<b>\$1,716.00</b>
1,300.00	SQUARE FEET	Damaged Turf demo and replace	\$1.32	\$1,716.00
<b>Leatherwood Pass Intersection Bahia</b>				<b>Subtotal</b>
				<b>\$594.00</b>
450.00	SQUARE FEET	Damaged Turf demo and replace	\$1.32	\$594.00
<b>Knotty Pine Intersection Bahia</b>				<b>Subtotal</b>
				<b>\$330.00</b>
250.00	SQUARE FEET	Damaged Turf demo and replace	\$1.32	\$330.00
<b>Grassfield Ln Intersection Bahia</b>				<b>Subtotal</b>
				<b>\$462.00</b>
350.00	SQUARE FEET	Damaged Turf demo and replace	\$1.32	\$462.00
<b>Kissimmee Park Rd Intersection Bahia</b>				<b>Subtotal</b>
				<b>\$198.00</b>
150.00	SQUARE FEET	Damaged Turf demo and replace	\$1.32	\$198.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

## Proposal for Extra Work at Edgewater East CDD

### Images

Ilex Schillings 02

Finger Tip Island

Ilex Schillings 01

IMG\_0215

For internal use only

**SO#** 8295287  
**JOB#** 345200328  
**Service Line** 130

**Total Price** \$20,683.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

### TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

		<b>Development Construction</b>
Signature	Title	
<b>Michael Osborn</b>	<b>March 06, 2024</b>	
Printed Name	Date	

#### BrightView Landscape Services, Inc. "Contractor"

		<b>Account Manager, Senior</b>
Signature	Title	
<b>Yvonne L. Etayo</b>	<b>March 06, 2024</b>	
Printed Name	Date	

<b>Job #:</b>	<b>345200328</b>		
<b>SO #:</b>	<b>8295287</b>	<b>Proposed Price:</b>	<b>\$20,683.00</b>

# Exclusions And Qualifications

## Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

## Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

## Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

## Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

## Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

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

**20**

**PROJECT MANUAL**

**REQUEST FOR PROPOSALS FOR**

**ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2  
CIVIL SITE WORK**

FOR

***EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT***

**March 14, 2024**

**Commented [BW1]:** Updated date for consistency with Summary of Schedule

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1 AND  
ED5 FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK**

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      - 1. SDP22-0133, stamped approved 05-17-2023
    - ii. ED5 Framework Roadway, Phase 2, prepared by GAI Consultants, Inc.
      - 1. SDP22-0145, stamped approved 03-20-2023
  
  - c. Geotechnical Report (Note: Report available in provided link)
    - i. ED5 & ED7 Residential Development Geotechnical Evaluation, prepared by GEC, Inc.
      - 1. GEC Project No. 4831G, stamped date 02-09-2022

**Commented [BW2]:** Updated to include from specs provided in RFP folder

**Commented [BW3]:** Provided additional info for plan set(s)

**Commented [BW4]:** Sorry, saw report was missing from the folder; added info here and report to RFP folder.



## A. NOTICE OF REQUEST FOR PROPOSALS

### EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1 AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS Osceola County, Florida

The Edgewater West Community Development District (“District”) hereby requests proposals from firms to provide labor, materials, equipment, and construction services necessary for the District’s ED3/ED7 Framework Roadways A & B, Phase 1 and ED5 Framework Roadway, Phase 2, Civil Site Work (“Project”).

#### **ED3/ED7 Framework Roadways A & B, Phase 1 – Project Overview:**

**Commented [BW5]:** Revised Project Overview

The ED3/ED7 Project portion will require full roadway section construction of two Framework Roadways, totaling a combined 0.7 mile within the Edgewater West community.

The ED3/ED7 Framework Roadway ‘A’ segment travels east/west and will extend west from the newly constructed ED5 Framework Roadway, Phase 1 (Toho Shores Drive) into the Edgewater West community. Roadway ‘A’ includes construction of a 2-lane section approximately 0.5 miles in length with median, turn lanes, bike lanes, and parallel parking.

Roadway ‘A’ construction to include utility trunk lines with points-of-connection at the newly constructed ED5 Framework Roadway, Phase 1 (Toho Shores Drive) and extend west into the Edgewater West community (approx. 2,347 LF of 12” PVC water main; 3,200 LF of 12” PVC reclaimed water main [check plans vs. bid sheet =12’]; 2,300 LF of 12” PVC force main).

**Commented [BW6]:** Check plans to confirm 12” RW length. Let’s discuss once you confirm. There may be an error in the bid form that we need to resolve.

The ED3/ED7 Framework Roadway ‘B’ segment travels north/south and will extend north from approximate mid-point of Framework Road ‘A’ within the Edgewater West community. Roadway ‘B’ includes construction of a 2-lane section approximately 0.2 miles in length with median, turn lanes, bike lanes, and parallel parking.

Roadway ‘B’ construction to include utility trunk lines with extension north and south from Framework Road ‘A’ within the Edgewater West community (approx. 1,054 LF 8” PVC water main; XXX LF of XX” PVC reclaimed water main; 325 LF of 8” PVC force main).

**Commented [BW7]:** Double check plan vs bid form LF for all utilities. Missing RW.

Additionally, Roadways A & B stormwater management system will include the excavation of a +/- 4.25 acre stormwater retention pond and installation of the stormwater utility system within the Edgewater West Community (approx. 1,900 LF of 18” RCP; 1,294 LF of 24” RCP; 440 LF of 42” RCP; 605 LF of 48” RCP). Any excess material from pond excavation shall be stockpiled for future development. Stockpile location to be coordinated with CDD EOR and Construction Manger but will not exceed a distance of 1,500 LF from the pond. Contractor shall be responsible to maintain the stockpile as outlined:

- a. Seeding of stockpile after placement with double row silt fence around perimeter.
- b. Stockpile placed in tiers of +/- 10’ in height with a 6’-8’ shelf area “stair stepped”, not a continuous vertical slope.
- c. Stockpile should be placed far enough from property boundaries to not impact adjacent properties or environmentally sensitive areas if a stockpile failure was to occur.

- d. Contractor is responsible to mix/blend material prior to stockpile placement to meet structural fill requirements identified in the Geotech report.
- e. Overall maintenance of the stockpile washouts, silt fence repairs and reseeding (if necessary).
- f. Maintenance of stockpile until issuance of certificate of completion for the associated project(s).

**Commented [BW8]:** Revised to combine pond excavation & stockpile related tasks and stormwater install.  
May want to add reference to stockpile exhibit from GAI?

**ED5 Framework Roadway, Phase 2 – Project Overview:**

The ED5 Project portion will require a 2-lane full roadway section construction of approximately 0.2 mile in length with median, turn lanes, bike lanes, and parallel parking. ED5 Framework Roadway, Phase 2 will extend north from the newly constructed ED5 Framework Roadway, Phase 1 (Toho Shores Drive), along the eastern most boundary of the Edgewater West community.

**Commented [BW9]:** Revised Project Overview

The ED5 Framework Roadway, Phase 2, construction includes utility trunk lines with points-of-connection at the newly constructed ED5 Framework Roadway, Phase 1 (Toho Shores Drive) and extend north along the Edgewater West community (approx. 992 LF of 8” PVC water main; 988 LF of 8” PVC reclaimed water main).

**Commented [BW10]:** Double Check quantity and sizes. Confirming there is NOT a FM line.

The ED5 Project stormwater management system will include the installation of the stormwater utility system within the roadway section (approx. 1,108 LF of 18” RCP and 850 LF of 30” RCP) with connection to an existing 30” RCP from the newly constructed ED5 Framework Roadway, Phase 1 (Toho Shores Drive).

**Commented [BW11]:** Double check pipe quantity and sizes on plans vs bid form. Original information was incorrect.

**Additional Instructions for the Project:**

1. Contractor must provide individual schedules and pricing per civil plan set.
  - a. ED3/ED7 Framework Roadways A & B, Phase 1, prepared by GAI Consultants, Inc.
    - i. SDP22-0133, stamped approved 05-17-2023
  - b. ED5 Framework Roadway, Phase 2, prepared by GAI Consultants, Inc.
    - i. SDP22-0145, stamped approved 03-20-2023
2. Contractor must provide an additional schedule combining the individual schedules in above item 1.
3. (*Informational*) Contractor may be asked to include additional project improvements to the construction agreement via change order. Additional improvements may include but not limited to underground power distribution system, street lighting system, and roadway landscaping.

**Commented [BW12]:** Updated instructions on schedule. Removed the request to include landscape and power in timeline. We do not have all information.

The Project (both ED3/ED7 & ED5) is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project prepared by GAI Consultants, Inc. (“**Engineer of Record**”) and distributed by Hanson, Walter & Associates, Inc. (“**District Engineer**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating, and maintaining community infrastructure improvements for the community of Edgewater.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in Osceola County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

The Project Manual, consisting of the instructions to proposers, contract, proposal form, forms of agreement, technical specifications, plans/blueprints, and other materials, will be available from the District Engineer beginning **March 14<sup>th</sup>, 2024 at 9:00 a.m.** (hard copies are not available). The Project Manual retrieval process will be as follows:

1. Email the District Engineer at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com), Include in the subject line: “Request Edgewater West CDD – ED3/ED7 Framework Roadways A & B, Phase 1 and ED5 Framework Roadway, Phase 2, Civil Site Work Project Manual”
2. Bidder will receive two emails, one from the District Engineer confirming receipt of the request and the other from the One Drive titled Edgewater West – ED3/ED7 Framework Roadways A & B, Phase 1 and ED5 Framework Roadway, Phase 2, Civil Site Work containing access instructions. (check your junk mail if not received).
3. Open the email from One Drive and follow instructions to retrieve the Project Manual.

For questions regarding the procedures to retrieve the Project Manual, please call the District Engineer at (407) 847-9433. Please note that phone inquiries are limited to procedural assistance requesting or retrieving the Project Manual; any substantive questions regarding the Project Manual or the Project must be submitted in writing as noted herein.

The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting.

There will be a **pre-proposal conference April 1<sup>st</sup>, 2024 at 2:00 p.m.** All interested parties are encouraged to submit questions and comments related to the pre-proposal conference to the District Engineer in advance at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com), to facilitate consideration of such questions and comments during the meeting.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format, Schedule of values in an Microsoft Excel and PDF format, all documents included on a USB flash drive) of the required proposal no later than **April 24<sup>th</sup>, 2024 at 11:00 a.m. (EST)**, at the District Engineer’s Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Bids received after that time will not be considered. Additionally, each Proposer shall supply a bid bond, or cashier's check, made payable to the District and in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “**RESPONSE TO PROPOSAL FOR EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT – ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1 AND ED5 FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK.**” The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of ninety (90) days after the proposal opening.

**Commented [BW13]:** Updated date for consistency with Summary of Schedule

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of one percent (1%) of the anticipated contract amount

**Commented [BW14]:** Language corresponds with M. Eckert’s email recommendation. Please reconfirm and check that this is consistent throughout the RFP.

as determined by the District Engineer. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The successful proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

### B. NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held on **April 24<sup>th</sup>, 2024 at 2:00 p.m. (EST)** at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from Shawn Hindle, P.E., District Engineer, at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com).

Commented [BW15]: Updated date for consistency with Summary of Schedule

It is anticipated that the special meeting will be held in person at the District Engineer's Office, Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. Information about how the meeting will occur, assistance connecting to the meeting, or arranging further accommodations for participation, and an electronic copy of the agenda may be obtained by contacting the District Manager at 561-571-0010, or by emailing [wraithellc@whassociates.com](mailto:wraithellc@whassociates.com).

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at 561-571-0010, at least 48 hours before the meetings. 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 Manager's Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to Shawn Hindle, P.E., District Engineer, at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com), with e-mail copies to Craig Wraithell, District Manager, at [wraithellc@whassociates.com](mailto:wraithellc@whassociates.com), and Michael Eckert, District Counsel, at [Michael.Eckert@KutakRock.com](mailto:Michael.Eckert@KutakRock.com). No phone inquiries please.

**Shawn Hindle, P.E.**  
District Engineer

## C. INSTRUCTIONS TO PROPOSERS

### PART I. GENERAL INFORMATION – (B) INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND STATE HOLIDAYS) AFTER THE FIRST ADVERTISEMENT OF THIS REQUEST FOR PROPOSALS, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE amount of **\$75,505.00** which IS ONE PERCENT (1%) OF THE ANTICIPATED CONTRACT AMOUNT AS DETERMINED BY THE DISTRICT ENGINEER, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW. ADDITIONAL REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT'S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

Commented [BW16]: I revised based on taking avg of all estimates received

#### *General Instructions*

**1. OVERVIEW.** The Edgewater West Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing labor, materials, equipment and construction services for its ED3/ED7 Framework Roadways A & B, Phase 1 and ED5 Framework Roadway, Phase 2 civil site work construction project (“**Project**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of Edgewater, which is located in Osceola County, Florida.

As described in more detail in the Project plans and specifications, the Project includes the construction and/or installation of civil site work improvements for the Edgewater Community, including, but not limited to, earthwork, grading, stormwater, water/sewer/reclaim, and roadways. A bid form spreadsheet in Excel format has been provided for the contractor’s use and should be returned completed along with their hard copy bid. Please note that contractor will be responsible for any missing items or quantity differences not identified within the Project Bid Form.

#### **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

#### **2. DEFINITIONS:**

**Proposal Documents** include the Request for Proposal, Instructions to Proposers, the Official Proposal Form with attachments and the Contract Documents including all items outlined in the Project Manual Table of Contents and any Addenda issued prior to receipt of Proposals.

**All definitions** set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Proposal Documents.

**Addenda** are written or graphic instruments issued prior to the time and date for receiving Proposals that modify or interpret the Proposal Documents by addition, deletion, clarification, or corrections.

**Engineer of Record or District Engineer** is retained by the District and will conduct periodic field observations and general review that the Contractor is substantially conforming to the terms of the Contract.

**Developer** is the primary developer of the Edgewater community and the majority owner of the real property within the District.

**Total Lump Sum Price** is a stipulated amount stated in the Proposal as a total price (not to exceed) for all labor, materials, equipment and services to complete the Work as described in the Contract Documents all-inclusive for the complete and functioning project from beginning to end.

**3. DUE DATE.** Sealed Proposals, including one (1) original and one (1) electronic copy (Schedule of Values on Excel as well as all documents in a PDF on a USB flash drive), must be received no later than **April 24<sup>th</sup>, 2024 at 11:00 a.m. (EST)**, at Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“**District Engineer’s Office**”), attention: Shawn Hindle. Proposals will be publicly opened **April 24<sup>th</sup>, 2024 at 2:00 p.m.**; provided however, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law.

**4. SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though dates are subject to change:

DATE/TIME (EST)	EVENT*
March 14 <sup>th</sup> , 2024	Notice of RFP Published & Posted
March 14 <sup>th</sup> , 2024 at 9:00 a.m.	Project Manual Available for Distribution
April 1 <sup>st</sup> , 2024 at 2:00 p.m.	<b>NON-MANDATORY</b> Pre-proposal Conference
March 18 <sup>th</sup> , 2024 through March 29 <sup>th</sup> , 2024	Site inspections available (Active construction site, must notify District Engineer prior to inspection)
April 16 <sup>th</sup> , 2024 at 12:00 p.m.	Deadline for questions
April 24 <sup>th</sup> , 2024 at 11:00 a.m.	Proposals submittal deadline
April 24 <sup>th</sup> , 2024 at 2:00 p.m.	Public Opening of Proposals
May 2 <sup>nd</sup> 2024 at 9:00 a.m.	Board Meeting to Evaluate Proposals & Award Contract

**Commented [BW17]:** Confirm date with Shawn. Update RFP as needed.

**Commented [BW18]:** 18<sup>th</sup> is a Monday (+2 work weeks) 29<sup>th</sup> is a Friday

**Commented [BW19]:** Made deadline about 1 week prior to submittal deadline.

**Commented [BW20]:** Picked Wednesday (1 week) prior to Board Meeting. Need to confirm that Shawn is in acceptance of this date? He will have to accept and do public opening. Update RFP as needed.

**Commented [BW21]:** M. Eckert suggested awarding about 30 days from bond sale. That would be +/- mid May or June for contract award based on financing timeline. I would like to have a better understanding of where this all stands. This may push an early July award?

**Commented [BW22]:**

**5. NON- MANDATORY PRE-PROPOSAL CONFERENCE.** A non-mandatory pre-proposal conference will be held regarding the Project on **April 1<sup>st</sup>, 2024, at 2:00 p.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741.** The pre-proposal meeting ~~will~~ be held

remotely via Zoom or Microsoft Teams. The information on if and how said remote conference will be conducted will be transmitted to all proposers who receive a Project Manual prior to the date of the pre-proposal conference and may be requested from the District Engineer. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Oral statements shall not be relied upon and will not be binding or legally effective.

Commented [BW23]: Added as an option

Commented [BW24]:

**6. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

**7. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE.** Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Shawn Hindle P.E., District Engineer, at shindle@hansonwalter.com, Craig Wrathell, District Manager, at wrathellc@whhassociates.com, and Michael Eckert, District Counsel, at Michael.Eckert@KutakRock.com. No phone inquiries please. All questions must be received no later than **April 16<sup>th</sup>, 2024 at 12:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email with the email that was provided by the Proposers that registered at or prior to the pre-proposal meeting. **The failure to register and provide a project contact and project email at or prior to the pre-proposal meeting may result in a Proposer being disqualified.**

Commented [BW25]: Updated date for consistency with Summary of Schedule

Except as set forth in this Section, Proposers should not communicate with any District Supervisor, staff member, or other representative during the submission and evaluation process. COMMUNICATION WITH ANY DISTRICT REPRESENTATIVE FOR ANY PURPOSE OTHER THAN THOSE EXPRESSLY DESCRIBED HEREIN MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

*Completing the Proposal*

**8. PROPOSAL FORM.** All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

**9. PROPOSAL REQUIREMENTS.** All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer’s approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience & Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
  - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
    - i. Proposer should include resumes with applicable certifications.
    - ii. Proposer should supply information regarding the Project manager’s / supervisor’s background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
    - iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.
  - 2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person’s time that will be devoted to the Project.
  - 3. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
    - i. The age of the equipment
    - ii. Whether the equipment is owned or leased/rented
    - iii. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project
  - 4. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
    - i. A description of the subcontractor / supplier’s role in the Project.
    - ii. A description of the subcontractor / supplier’s background and experience, as it relates to the Project.
    - iii. The subcontractor / supplier’s geographic location.
      - 1. For suppliers, identify also the location where the goods will be produced and shipped.
    - iv. At least three references, including identifying the name, address and phone number for the reference.
    - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.



5. Describe how the proposed staffing and equipment will be used in order to meet the construction schedule, as proposed by Proposer.
  6. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken.
  7. Describe previous or currently contracted work with other community development districts.
- D. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
  2. Information regarding current contracts on hand.
  3. Information regarding contracts completed during the last three years.
  4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- E. Pricing for all work, with unit pricing.
- F. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- G. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project. Please note that Osceola County now requires a specific form of Performance Bond, a blank copy of which is included within the RFP. The successful Proposer will need to deliver a Performance Bond in the EJCDC form to the District with Osceola County, City of St. Cloud and Toho Water Authority as additional obligees. There shall be no additional costs charged to the District for provision of two different forms of Performance Bond for the same work.
- H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- I. Bid bond or other form of security permitted under the Project Manual.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
10. [Reserved.]

**Commented [BW26]:** Is this sentence intended to cover the additional "multiple" obligees. May be a carry over from when county wanted separate ROW bond and nit applicable (in this case). Confirm with legal.

**11. QUALIFICATIONS OF THE PROPOSER.** The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**12. INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Moreover, these insurance policies shall list, as additional insureds, the following: the District, ~~Edgewater Property Holdings, LLC doing business in Florida as Edgewood Property Florida Holdings, LLC~~, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. **PROPOSERS ARE ENCOURAGED TO PROVIDE INSURANCE AMOUNTS HIGHER THAN WHAT IS CALLED FOR IN THE MINIMUM REQUIREMENTS.** Proposers who are unable to meet the insurance requirements set forth in the form of contract may still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

**Commented [BW27]:** See CDD Map Provided. Need to check the parcel(s) where the project(s) are being constructed to confirm ownership for this item. In this case ED3/ED7 will fall within W1 phase and ED5 on East parcel(s). You will also have to cross reference the entity names on sunbiz to check bda(s). I did a few spot checks and this needs to be reviewed. This is important and everyone will rely on your accuracy. Use property appraiser's website, Sunbiz, BTI files for reference.

**13. WARRANTIES.** The form of contract includes various warranties that shall be provided by the successful Proposer ("**Contractor**") to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. As part of its Proposal, each Proposer should provide copies of any major material warranties to the District (e.g., for all large purchases).

**14. FINANCIALS.** The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

**15. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**16. PROPOSAL GUARANTY.** The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Edgewater West Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening

the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds (or other acceptable form of security) within ten (10) calendar days after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of ninety (90) days after the Proposals are opened. If it withdraws or fails to provide the payment and performance bonds or other acceptable bond form, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

**17. SUBMISSION OF PROPOSALS.** Submit one original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO PROPOSAL FOR EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT – ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1 AND ED5 FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK."

**18. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**19. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No proposal may be withdrawn for a period of ninety (90) days from the due date for the Proposals.

*Acknowledgments*

**SITE INSPECTIONS & CONDITIONS.** Proposers may, and should, visit the project site from **March 18<sup>th</sup>, 2024 through March 29<sup>th</sup>, 2024**. Please contact the District Engineer, using the information herein, to schedule a time to visit the site. Proposers should inform District Engineer in writing prior to conducting any explorations, investigations, tests, and studies of the site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities.

**Commented [BW28]:** Updated date for consistency with Summary of Schedule

By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Among other things, Proposer agrees to obtain and carefully study all additional or supplementary examinations, investigations,

explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work. By submitting its Proposal, Proposer agrees to take responsibility for any and all issues arising from the site conditions, including but not limited to any unsuitable soils, varying soil conditions, etc. No additional costs or time will be charged by Proposer for matters associated with unsuitable soils or any other matters associated with the site conditions.

**1. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, errors, ambiguities or discrepancies with the Project Documents and / or Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Osceola County, the South Florida Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- D. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- E. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.

- G. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. The Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. The Contractor shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. The Contractor shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. All existing trees to remain, sod, irrigation and other landscaping must be protected and replaced to the extent damaged by the Project.
- K. Contractor shall provide turbidity barriers throughout the Project as required to ensure compliance with all NPDES and other legal requirements.
- L. The Proposer's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- M. All necessary survey work must be provided by the Contractor.
- N. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("ADA") Accessibility Guidelines, and local, state and federal laws.
- O. Reference is made to the Information Only Documents for identification of geotechnical reports of explorations and tests of subsurface conditions at or contiguous to the site, which have been utilized by Engineer in preparation of the Contract Documents. The technical data contained in such reports is provided as information only. The data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, or the completeness thereof for the purposes of bidding or construction is not guaranteed. In all cases, the Proposer shall comply with geotechnical report recommendations.
- P. Proposer is responsible for any interpretation or conclusion drawn from any technical data or any such data, interpretations, opinions or information.

*Permits*

**18. PERMITS.** Upon award of the contract, Contractor shall obtain and pay for all construction permits and licenses. The District shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when Contractor becomes bound under a negotiated contract).

*Direct Purchasing*

**19. DISTRICT DIRECT PURCHASES.** The District reserves the right to require the selected Proposer to assign some, or all, of its subcontracts or other agreements with material suppliers directly to the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. To facilitate this process, each Proposer shall include the cost of all construction materials and equipment in its Proposal, and shall separately identify all sales taxes normally applicable to such materials and equipment. Moreover, each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing. The Contractor's warranties and performance bonds shall extend to cover all direct purchased materials, as though Contractor had selected and purchased the materials itself.

*Contract Award & Protests*

**20. EVALUATION OF PROPOSALS.** Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board intends to appoint itself to evaluate the Proposals, with advice from the District Engineer. The District's Board of Supervisors shall review and evaluate the bids in its discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District.

**21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be

delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

**22. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual, unless requested otherwise by the District. No contract to perform the Project shall exist between the District and any Proposer until the contract is signed, and any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, an executed contract, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

**23. PAYMENT & PERFORMANCE BOND.** At the time the contract is executed, the Contractor will be required to furnish a payment and performance bond for one hundred percent (100%) of the amount of the work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish a bond in the amount of the Proposer's total contract price. Please note that Osceola County now requires a specific form of Performance Bond, a blank copy of which is included within the RFP. The successful Proposer will need to deliver a Performance Bond in the EJCDC form to the District **with Osceola County, City of St. Cloud and Toho Water Authority as additional obligees.** ~~as well as deliver the form of Performance Bond required by Osceola County.~~ There shall be no additional costs charged to the District for provision of two different forms of Performance Bond for the same work.

**24. INDEMNIFICATION.** To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, ~~Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, Edgewater Property Florida Holdings II, LLC, and Edgewater Property Florida Holdings III, LLC,~~ and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposer's Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

**25. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

**Commented [BW29]:** Is this sentence intended to cover the additional "multiple" obligees. May be a carry-over from when county wanted separate ROW bond and nit applicable (in this case). Confirm with legal.

**Commented [BW30]:** See CDD Map Provided. Need to check the parcel(s) where the project(s) are being constructed to confirm ownership for this item. In this case ED3/ED7 will fall within W1 phase and ED5 on East parcel(s). You will also have to cross reference the entity names on sunbiz to check bda(s). I did a few spot checks and this needs to be reviewed. This is important and everyone will rely on your accuracy. Use property appraiser's website, Sunbiz, BTI files for reference.

**26. PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See s. 119.071(c), Fla. Stat.* In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

**27. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

**28. PROTESTS.** Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Proposals, together with a protest bond in a form acceptable to the District and in the amount of \$80,000.00 which is one percent (1%) of the anticipated contract amount as determined by the District Engineer. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any protest regarding the District's ranking of proposals or its intended award of the contract, must be filed in writing at the District Engineer's Office, within 72 calendar hours (excluding Saturdays, Sundays and state holidays) after receipt of notice of the District's ranking of proposals or its intended award of the contract, together with a protest bond in a form acceptable



to the District and in the amount of one percent (1%) of the anticipated contract amount which shall equal one percent (1%) of the Total Lump Sum Price of the highest ranked proposal. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the District's ranking of proposals or its intended award of the contract.

In the event a protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. **REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE DISTRICT'S PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.**

**29. SUBSTITUTIONS.** The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least **ten (10) working days** prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

**30. SUBCONTRACTORS, SUPPLIERS AND OTHERS.** Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Documents and shall be attached to the Proposer's Bid. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon.

Upon request by the District Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District Engineer. **Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.**

**31. SCHEDULE OF VALUES AND PROJECT SCHEDULE,** Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District and /or District Engineer.

The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section.

Any or all Proposals in which the prices are obviously unbalanced, nonconforming, nonresponsive or conditional are subject to rejection.

If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

An Initial Project Schedule that outlines time frames for major work items shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

**32. FLORIDA TRENCH SAFETY ACT,** Proposers shall complete and submit the Florida Trench Safety Act Statements in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

**33. TESTING.** The District will be responsible for the cost for testing services for the Work except for those tests required for project services and equipment. The Proposer will be responsible for coordination with the Districts testing service. For testing required by Proposer, Proposer will pre-qualify for approval by the Engineer the testing company and unit price schedule prior to commencement of any required testing

**D. EVALUATION CRITERIA**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2, CIVIL SITE WORK**

**PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

**1. PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$2,000,000 from a surety company acceptable to the District.

**2. PRICE (80 Points Possible)**

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

**75 Points** will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

**5 Points** are allocated for the reasonableness of unit prices and balance of bid.

**3. PERSONNEL & EQUIPMENT (5 Points Possible)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Osceola County; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

**4. EXPERIENCE (5 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

**5. SCHEDULE (10 Points Possible)**

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

**8 Points** will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**2 Points** are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**100 Total Points Possible**

**II. PROPOSAL FORMS**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR CIVIL SITE WORK  
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

**1. *Proposer General Information***

Proposer Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

Internet Address \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Contact Telephone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Contact Telephone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**(Attach a chart showing Ownership structure of Proposer.)**

2. **List the location of Proposer's office that would oversee the work.**

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

3. **Company Standing**

Proposer's form of entity: \_\_\_\_\_  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? \_\_\_\_\_

Date \_\_\_\_\_ Charter Number (if applicable) \_\_\_\_\_

Is the Proposer in good standing with that State? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Osceola County and the State of Florida?

Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Licensure**

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Osceola County:

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For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

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License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_

List company(ies) currently qualified under this license \_\_\_\_\_

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Is the registration or license in good standing? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

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**(Attach photocopies of each listed license or registration, and additional sheets as necessary.)**









**PART IV. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT**

*1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:*

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

Title: \_\_\_\_\_

Office Location: \_\_\_\_\_

\_\_\_\_\_

Corporation Responsibilities: \_\_\_\_\_

\_\_\_\_\_

Years in Current Position: \_\_\_\_\_

Proposed Role for the Project: \_\_\_\_\_

\_\_\_\_\_

% of Time to Be Devoted to Project: \_\_\_\_\_

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

*Project 1*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 2*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 3*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

**(Attach resume, and use additional sheets as appropriate.)**





4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided

(Attach additional sheets as necessary.)

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:***

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

Title: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Office Location: \_\_\_\_\_  
\_\_\_\_\_

Shipment Location (for Suppliers): \_\_\_\_\_  
\_\_\_\_\_

Years in Business: \_\_\_\_\_

Proposed Role for the Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Osceola County and the State of Florida?  
Yes \_\_\_ No \_\_\_ If no, explain: \_\_\_\_\_  
\_\_\_\_\_

Does the Subcontractor/Supplier have all applicable business licenses in good standing?  
Yes \_\_\_ No \_\_\_

Please list the licenses: \_\_\_\_\_  
\_\_\_\_\_

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

*Project 1*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_  
\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 2*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_  
\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_



*Project 3*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_

\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No ( ) If yes, provide the following:

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

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Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No ( ) If yes, please explain:

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Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No ( ) If yes, please explain:

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**(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)**

**PART II. PROPOSAL FORM – (C) EXPERIENCE**

- 1. Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).***

Project Name/Location: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Status of the Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. ***Has the Proposer previously performed work for a community development district? Yes  
( ) No ( ) If yes, please provide the following information for each project (attach  
additional sheets as necessary):***

Project Name/Location: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Status of the Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. *Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as necessary):*

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. *Has any officer or partner of the Proposer ever been an officer, partner, or District of some other organization that has failed to complete a construction contract? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as needed):*

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. *Has the Proposer or any of its officers or employees, or any of Proposer's proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at Edgewater, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:*

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**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
 REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B,  
 PHASE 1 AND ED5 FRAMEWORK ROADWAY, PHASE 2  
 CIVIL SITE WORK  
 PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY**

1. *Provide copies of the Proposer’s financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor’s opinion are strongly encouraged, but not required.*
2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023			
2022			
2021			
2020			
2019			

**Commented [BW31]:** Updated with past five years

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No ( ) If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

\_\_\_\_\_

\_\_\_\_\_

4. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No ( ) If yes, please explain:**

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5. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No ( ) If yes, please explain:**

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6. **What is the Proposer’s proposed insurance for the Project?** Refer to the form of contract for minimum amounts.

Workers’ Compensation

- a. State Worker’s Compensation – Greater of statutorily required amount or \$\_\_\_\_\_ per occurrence / \$\_\_\_\_\_ aggregate / \$\_\_\_\_\_ per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$\_\_\_\_\_
- c. Employer’s Liability – \$\_\_\_\_\_

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$\_\_\_\_\_

- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ \_\_\_\_\_
- c. Products-Completed Operations – \$ \_\_\_\_\_
- d. Personal and Advertising Injury – \$ \_\_\_\_\_
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:
  - Each Person \$ \_\_\_\_\_
  - Each Accident \$ \_\_\_\_\_
- b. Property Damage:
  - Each Occurrence \$ \_\_\_\_\_

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ \_\_\_\_\_

Protection and Indemnity Insurance \$ \_\_\_\_\_

Contractual Liability coverage

- a. General Aggregate \$ \_\_\_\_\_
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ \_\_\_\_\_

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ \_\_\_\_\_
- b. Each Occurrence \$ \_\_\_\_\_

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance? YES / NO  
(List items on separate page)

\_\_\_\_\_ \$ \_\_\_\_\_  
(Other)

\_\_\_\_\_ \$ \_\_\_\_\_  
(Other)

**(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)**

7. *What are the Proposer's current bonding limits?*

Name of Proposer's Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

Approved Bonding Capacities:

Aggregate Limit \$ \_\_\_\_\_

Single Project Limit \$ \_\_\_\_\_

Total Current Contracts Bonded \$ \_\_\_\_\_

Name of Proposer's Bonding Agency \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**PART II. PROPOSAL FORM – (E) PRICING**

**SECTION 1. PRICING.**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lumps sum of:

\_\_\_\_\_ (In Words).  
\$ \_\_\_\_\_ (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

This proposal made by and on behalf of:

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

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

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**PART II. PROPOSAL FORM – (F) SCHEDULE**

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer’s discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Completion Deadline and the application for final payment, as such events are defined in the Form of Construction Agreement. The number of days occurring between the issuance of the Notice to Proceed and the achievement of the Completion Deadline is: \_\_\_\_\_ (in words) \_\_\_\_\_ (in figures).  
The District reserves the right to waive any informalities or to reject any and all proposals.

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**PART II. PROPOSAL FORM – (G) LEGAL MATTERS**

- 1. List and describe any and all litigation, arbitration or claims filed against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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3. *Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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4. *Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ( ) No ( )*

If so, state the name(s) of the company(ies) \_\_\_\_\_

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The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

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5. *Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes ( ) No ( )*

If yes, please describe each violation fine, and resolution \_\_\_\_\_

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What is the Proposer's current worker compensation rating? \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ( ) No ( )

If yes, please describe the incident: \_\_\_\_\_

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6. *Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.*

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**SWORN STATEMENT REGARDING PUBLIC ENTITY CRIMES**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Edgewater West Community Development District  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, *FLORIDA STATUTES*, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES**

1. This sworn statement is submitted to Edgewater West Community Development District (“District”)

by \_\_\_\_\_  
(print individual’s name and title)

for \_\_\_\_\_  
(print name of “Proposer” submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or that has business operations in Cuba or Syria, or is participating in a boycott of Israel (“Prohibited Criteria”), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Edgewater West Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that it does not have business operations in Cuba or Syria, and that it is not participating in a boycott of Israel.

4. If awarded the Contract, the entity will immediately notify the Edgewater West Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

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The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT ON DISCRIMINATION**

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,  
ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Edgewater West Community Development District  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

\_\_\_\_\_

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.

4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:

1. A predecessor or successor of an entity that discriminated; or

2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or

**II. PROPOSAL FORMS**



services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- \_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
  
- \_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative of Proposer

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_ (SEAL)

III. AFFIDAVIT REGARDING PROPOSAL

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK

AFFIDAVIT REGARDING PROPOSAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, appeared the affiant, \_\_\_\_\_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“**Proposer**”), and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the Edgewater West Community Development District Request for Proposals FOR PHASE 1 CIVIL SITE WORK. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

*Receipt of Documents*

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

- |                    |             |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

*Pricing & Non-Collusion*

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

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*Agreements Regarding Records and Project Manual*

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Edgewater West Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult

with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT:** Attach Proof of Authorization to Sign

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

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

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

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

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

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B, PHASE 1  
AND ED5 FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE WORK**

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

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

**IV. FORM OF AGREEMENT**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR CIVIL SITE WORK**

This includes:

- a. Performance Bond
- b. Payment Bond

**PERFORMANCE BOND**



**PERFORMANCE BOND**

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

Edgewater West Community Development District  
Address: 2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Phone Number: (561) 571-0010

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:  
Amount:  
Description (name and location):

**BOND**

Bond Number:  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):  
Amount:  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature



Title

Title

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

EJCDC® C-610, Performance Bond

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9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance

for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

**PAYMENT BOND**



**PAYMENT BOND**

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

Attn: \_\_\_\_\_

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description (name and location):

**BOND**

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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**EJCDC® C-615, Payment Bond**

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10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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**EJCDC® C-615, Payment Bond**

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16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

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**EJCDC® C-615, Payment Bond**

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V. TECHNICAL DOCUMENTS

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ED3/ED7 FRAMEWORK ROADWAYS A & B,  
PHASE 1 AND ED5 FRAMEWORK ROADWAY, PHASE 2,  
CIVIL SITE WORK**

Download Link:

[https://www.dropbox.com/sh/8hd5hdhz9a2jh38/AACzFHp5ZzgN228\\_lx6k2MLwa?dl=0](https://www.dropbox.com/sh/8hd5hdhz9a2jh38/AACzFHp5ZzgN228_lx6k2MLwa?dl=0)

If link does not work, please request new link from District Engineer at [shindle@hansonwalter.com](mailto:shindle@hansonwalter.com).

**Commented [BW32]:** Will have to provide a link with just RFP relevant files. Shanw may want to edit for download from his network or One Drive.

VI. TECHNICAL DOCUMENTS

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

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



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2024**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2024**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 619,474	\$ -	\$ -	\$ -	\$ -	\$ 619,474
Investments						
Revenue	-	833,112	3,274	-	-	836,386
Reserve	-	1,112,580	1,938,647	-	-	3,051,227
Prepayment	-	-	47,730	-	-	47,730
Construction	-	-	-	65,070	-	65,070
Project infrastructure	-	-	-	-	29,478	29,478
Construction - E2	-	-	-	-	198,187	198,187
Construction - E5	-	-	-	-	317	317
Construction - E6N	-	-	-	-	2,745,400	2,745,400
Cost of issuance	-	10,605	-	-	-	10,605
Undeposited funds	6,745	-	-	-	-	6,745
Due from general fund	-	504	-	-	-	504
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 631,944</u>	<u>\$1,956,801</u>	<u>\$1,989,651</u>	<u>\$ 65,070</u>	<u>\$ 2,973,382</u>	<u>\$ 7,616,848</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 1,275	\$ -	\$ -	\$ -	\$ -	1,275
Contracts payable	-	-	-	-	14,548	14,548
Retainage payable	-	-	-	5,939	726,217	732,156
Due to Landowner	79,112	-	-	-	-	79,112
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	504	-	-	-	-	504
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>101,891</u>	<u>-</u>	<u>5,725</u>	<u>5,939</u>	<u>740,765</u>	<u>854,320</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Unearned revenue	21,273	102,323	-	-	-	123,596
Total deferred inflows of resources	<u>21,273</u>	<u>102,323</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>123,596</u>
Fund balances:						
Restricted for:						
Debt service	-	1,854,478	1,983,926	-	-	3,838,404
Capital projects	-	-	-	59,131	2,232,617	2,291,748
Unassigned	508,780	-	-	-	-	508,780
Total fund balances	<u>508,780</u>	<u>1,854,478</u>	<u>1,983,926</u>	<u>59,131</u>	<u>2,232,617</u>	<u>6,638,932</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 631,944</u>	<u>\$1,956,801</u>	<u>\$1,989,651</u>	<u>\$ 65,070</u>	<u>\$ 2,973,382</u>	<u>\$ 7,616,848</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 103,932	\$ 178,368	\$ 992,733	18%
Assessment levy: off-roll	-	415,195	-	N/A
Landowner contribution	(43,076)	-	-	N/A
Total revenues	<u>60,856</u>	<u>593,563</u>	<u>992,733</u>	60%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	16,000	48,000	33%
Legal	-	7,459	50,000	15%
Engineering	-	1,650	7,500	22%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	667	2,000	33%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,833	5,500	33%
DSF accounting & assessment rolls - Series 2022	458	1,833	5,500	33%
Telephone	17	67	200	34%
Postage	22	128	500	26%
Printing & binding	42	167	500	33%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,785	5,750	101%
Contingencies/bank charges	-	91	500	18%
Website	-	-	-	-
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,164</u>	<u>36,560</u>	<u>152,990</u>	24%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	-	9,186	80,114	11%
Repairs & maintenance	-	-	24,386	0%
Electricity	-	-	6,586	0%
Landscape maint.				
Maintenance contract	16,231	48,694	542,610	9%
Plant replacement	-	-	17,857	0%
Landscape contingency	-	3,251	8,927	36%
Irrigation	-	3,437	156,774	2%
Total field operations	<u>16,231</u>	<u>64,568</u>	<u>839,754</u>	8%
<b>Other fees &amp; charges</b>				
Tax collector	10,229	17,565	-	N/A
Total other fees & charges	<u>10,229</u>	<u>17,565</u>	<u>-</u>	N/A
Total expenditures	<u>31,624</u>	<u>118,693</u>	<u>992,744</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	29,232	474,870	(11)	
Fund balances - beginning	479,548	33,910	20	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	508,780	508,780	(1,618,086)	
Fund balances - ending	<u>\$ 508,780</u>	<u>\$ 508,780</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 JANUARY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 408,182	\$ 700,488	\$ 1,112,587	63%
Interest	5,806	23,007	-	N/A
Total revenues	<u>413,988</u>	<u>723,495</u>	<u>1,112,587</u>	65%
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
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	413,988	374,580	(5,243)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(4,697)</u>	<u>(18,442)</u>	-	N/A
Total other financing sources	<u>(4,697)</u>	<u>(18,442)</u>	<u>-</u>	N/A
Net change in fund balances	409,291	356,138	(5,243)	
Fund balances - beginning	1,445,187	1,498,340	1,487,480	
Fund balances - ending	<u>\$ 1,854,478</u>	<u>\$ 1,854,478</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 JANUARY 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	8,360	38,044	-	N/A
Total revenues	<u>8,360</u>	<u>38,044</u>	<u>1,930,402</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
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	8,360	(621,403)	(8,492)	
Net change in fund balances	8,360	(621,403)	(8,492)	
Fund balances - beginning	1,975,566	2,605,329	2,570,779	
Fund balances - ending	<u>\$ 1,983,926</u>	<u>\$ 1,983,926</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 JANUARY 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 261	\$ 908
Total revenues	261	908
<b>EXPENDITURES</b>		
Construction costs	1,435	1,435
Total expenditures	1,435	1,435
Excess/(deficiency) of revenues over/(under) expenditures	(1,174)	(527)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	4,697	18,442
Total other financing sources/(uses)	4,697	18,442
Net change in fund balances	3,523	17,915
Fund balances - beginning	55,608	41,216
Fund balances - ending	\$ 59,131	\$ 59,131

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 1,086,152
Interest & miscellaneous	16,847	93,351
Total revenues	16,847	1,179,503
<b>EXPENDITURES</b>		
Construction costs - project infrastructure	435	990
Construction costs - construction ED-2	51,570	207,399
Construction costs - construction ED-5	5,928	1,746,188
Construction costs - construction ED-6N	885,635	1,851,534
Total expenditures	943,568	3,806,111
Excess/(deficiency) of revenues over/(under) expenditures	(926,721)	(2,626,608)
Fund balances - beginning	3,159,338	4,859,225
Fund balances - ending	\$ 2,232,617	\$ 2,232,617

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

**MINUTES**



**DRAFT**

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on 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.

**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
Pete Glasscock	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:00 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**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**

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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**

Mr. Eckert presented Resolution 2024-02.

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2024-02, Designating a Date, Time, and Location of March 7, 2024, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741, for 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, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Recording of Notice of Boundary Amendment**

Mr. Eckert presented the Notice of Boundary Amendment, which will be recorded to officially record the new legal description of the CDD in the property records.

**On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Notice of Boundary Amendment and recording thereof, was approved.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Amended and Restated Disclosure of Public Financing**

Mr. Eckert presented the Amended and Restated Disclosure of Public Financing.

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Amended and Restated Disclosure of Public Financing, was approved.**

79 **SIXTH ORDER OF BUSINESS****Consideration of Jr. Davis Construction  
Company Request for Change Orders**

80

81

82 The following were presented and discussed:

83 **A. ED6 RFCO 08: Wallauer Driveway**84 This relates to relocation of a homeowner's driveway to allow for a retaining wall and  
85 still provide access to the property.86 **B. ED5 RFCO #11 Rinker ODP (not used)**

87 This relates to materials purchased as part of a lump sum contract.

88 Mr. Wanas stated a Purchase Order that was never fulfilled was backed out of the  
89 contract. This Change Order represents the returning of funds to the contract because the full  
90 quantity of anticipated materials was not ordered.91 Discussion ensued regarding the lump sum contract terms, the Owner Direct Purchase  
92 (ODP) of materials and whether future contracts should be written differently.

93

94

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**On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, Jr. Davis Construction Change Orders ED6 RFCO #08, in the amount of \$33,714.79, and Change Order ED5 RFCO #11 in the amount of \$26,283.75, were approved.**

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99 **SEVENTH ORDER OF BUSINESS****Consideration of Southern Development &  
Construction Inc. Request for Change  
Order RFC014-WM & RM POC**

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**On MOTION by Mr. Mays and seconded by Mr. Kramer, Southern Development and Construction Inc. Request for Change Order RFC014 -WM & RM POC, in the amount of \$9,139, was approved.**

113 **EIGHTH ORDER OF BUSINESS****Ratification of The Lake Doctors, Inc.,  
114 Agreement for Water Management  
115 Services  
116**

117 Mr. Torres recalled that the Board previously considered from two contractors  
118 proposals to maintain six ponds. While finalizing the contract it was determined that an  
119 additional pond was added; however, this morning it was determined that the additional pond  
120 is not yet owned by the CDD and not yet in need of maintenance.

121 The Board and Staff discussed the Agreement and the ponds that will require  
122 maintenance in the future, as shown on the map.

123 Mr. Torres stated Ms. John added language to the new Agreement that was executed.  
124 Mr. Eckert stated, in order to default to the previously executed Agreement for six ponds, the  
125 Board can motion to not ratify the Agreement in the agenda, which is for seven ponds.

126

127 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, The**  
128 **Lake Doctors, Inc., Agreement for Water Management Services for seven**  
129 **ponds, was not ratified.**

130

131

132 Mr. Eckert stated, when necessary, additional ponds can be added and presented at the  
133 subsequent meeting. It was suggested that such addendums be for short terms so that all  
134 ponds are included when the contract renews.

135 Mr. Eckert noted that all the contracts include a 30-day termination clause and none are  
136 approaching the threshold of \$195,000 that would necessitate the competitive bid process.

137

138 **NINTH ORDER OF BUSINESS****Consideration of Orlando Utilities  
139 Commission Work Orders**

140

141 **A. #853762**

142 Mr. Wanas stated this relates to utility connections that are part of the Clay Whaley  
143 project. A light pole that was installed as part of the Cross Prairie Parkway project needs to be  
144 removed to allow utility connections to be made. He believes this is a Cross Prairie Parkway  
145 expenditure.

146 **B. #855201**

147 Mr. Wanas stated that distribution power lines were relocated in an incorrect place on  
148 Clay Whaley Road that now conflicts with Phase II stormwater. The Phase II design originally  
149 placed the stormwater on the south side of the road but the redesign placed the stormwater on  
150 the north side of the road. This work order provides for shifting the power poles to the south  
151 side of the road. An additional cost will be incurred for the underground contractor to extend  
152 the lines to the poles from the north to the south side; this work order is specific to the Orlando  
153 Utilities Commission (OUC) to relocate the poles and power lines.

154  
155 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,  
156 Orlando Utilities Commission Work Orders #853762 and #855201, in the  
157 amounts of \$4,394.97 and \$5,716.57, respectively, were approved.**

158  
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160 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of December 31, 2023**

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163  
164 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the  
165 Unaudited Financial Statements as of December 31, 2023, were accepted.**

166  
167  
168 **ELEVENTH ORDER OF BUSINESS**

**Approval of January 4, 2024 Continued  
Regular Meeting Minutes**

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171  
172 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the  
173 January 4, 2024 Continued Regular Meeting Minutes, as presented, were  
174 approved.**

175  
176  
177 **TWELFTH ORDER OF BUSINESS**

**Staff Reports**

178  
179 **A. District Counsel: Kutak Rock, LLP**

- 180 • **Update: Required Ethics Training**

181 Mr. Eckert presented a Memorandum explaining the ethics training requirements. The  
182 number of hours of training required is per person, not per District, so one course will satisfy

183 the requirements for all CDDs on which an individual serves. He suggested Supervisors  
184 document their course completion by taking a photo or a screenshot of the first and last page  
185 of coursework and email it to himself or to Mr. Torres advising that this course was taken on  
186 the applicable date, so that Staff has a record that can be produced. The course must be  
187 completed by December 31, 2024 and completion will be reported by checking a box on Form 1  
188 in 2025.

189 A Board Member asked if other continuing education ethics training courses taken  
190 might satisfy a portion of the requirement. Mr. Eckert stated the course must be approved by  
191 the Florida Commission on Ethics; if other coursework is taken, to the extent that the course  
192 has a syllabus or other documentation, his staff will be happy to inquire as to whether it meets  
193 the requirements.

194 Mr. Eckert discussed the need to go through the assessment process to allocate the  
195 Operation & Maintenance (O&M) and debt assessments on the 3.24 acres included in the  
196 Boundary Amendment. It was noted that the Developer currently owns the land. Mr. Eckert  
197 asked to be informed if it will be sold anytime soon.

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

199 There was no report.

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

- 201 • **NEXT MEETING DATE: March 7, 2024 at 9:00 A.M.**

- 202 ○ **QUORUM CHECK**

203 Supervisors Kramer, Mayo and Wanas confirmed their attendance at the March 7, 2024  
204 meeting. The proposed Fiscal Year 2025 budget will be presented at upcoming meetings,  
205 approved at the May 2, 2024 meeting and presented for adoption on August 1, 2024.

206

207 **THIRTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

208

209 Mr. Wanas stated some landscape maintenance will be done to replenish some dying  
210 landscaping on Cross Prairie Parkway. He discussed damage in some of the common areas by  
211 the CDD; some has been corrected and some has not. The retaining wall was fixed but the

212 sidewalks have not been repaired. There has been no response to multiple letters sent to  
213 explore the next step.

214 Mr. Eckert discussed legal and business remedies that the CDD can utilize and stated  
215 that the CDD also has the discretion to perform and fund repairs, as needed.

216

217 **FOURTEENTH ORDER OF BUSINESS**

**Public Comments**

218

219 There were no public comments.

220

221 **FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

222

223

224 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
225 **meeting adjourned at 9:28 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair



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

**STAFF**  
**REPORTS**

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

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

**LOCATION**

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

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