

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**May 2, 2024**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

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

**AGENDA**  
**LETTER**

**Edgewater East Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 25, 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 Regular Meeting on May 2, 2024 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-06, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
5. Consideration of Resolution 2024-07, Adopting the Annual Meeting Schedule for Fiscal Year 2024/2025; and Providing for an Effective Date
6. Review/Ranking of Proposals for Off-Site Force Main Construction
7. Consideration of Orlando Utilities Commission Service Agreement for Lighting Service Edgewater ED6 Road Ph 1
8. Consideration of ED6 Roadway, Phase1 Construction - Pond I Reconfiguration
9. Ratification of SSS Down to Earth OPCO LLC d/b/a Down to Earth Wok Authorization 1 – ED5 Roadway Phase1
10. Consideration of Financing Matters
  - A. Presentation of Second Amendment to Engineer's Report (Master)

- B. Consideration of Resolution 2024-XX, Adopting a Second Amendment to Engineer's Report to Reflect New Lands Added to the District
  - C. Presentation of Second Amendment to Master Special Assessment Methodology Report
  - D. Consideration of Resolution 2024-XX, 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
  - E. Consideration of Resolution 2024-XX, 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
  - F. Consideration of Form of Mailed and Published Notices for Assessment Hearing on New 3.24 Acres
    - A. Form of Affidavit of Mailing
  - G. Consideration of Preliminary First Amendment to Supplemental Engineer's Report for Assessment Area Two
  - H. Consideration of Preliminary First Amendment to Second Supplemental Special Assessment Methodology Report for Assessment Area Two
- 11. Acceptance of Unaudited Financial Statements as of March 31, 2024
  - 12. Approval of April 4, 2024 Regular Meeting Minutes
  - 13. Staff Reports
    - A. District Counsel: *Kutak Rock LLP*
    - B. District Engineer: *Hanson, Walter & Associates, Inc.*
    - C. District Manager: *Wrathell, Hunt and Associates, LLC*

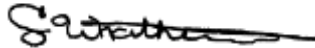
- 97 Registered Voters in District as of April 15, 2024
- NEXT MEETING DATE: June 6, 2024 at 9:00 AM
  - QUORUM CHECK

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

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

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

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 782 134 6157**

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

**3**

**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Edgewater East Community Development District (“**District**”) prior to June 15, 2024, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2024

HOUR: 9:00 a.m.

LOCATION: Hanson, Walter & Associates, Inc.  
8 Broadway, Suite 104  
Kissimmee, Florida 34741

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 2nd day of May, 2024.

ATTEST:

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget



**Exhibit A: Proposed Budget**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2025**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
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**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 190,770
Allowable discounts (4%)	-				(7,631)
Assessment levy: on-roll - net	-	\$ 179,804	\$ 14	\$ 179,818	183,139
Assessment levy: off-roll	992,733	622,793	189,892	812,685	917,247
Total revenues	992,733	802,597	189,906	992,503	1,100,386
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	34,884	15,116	50,000	50,000
Engineering	7,500	5,625	1,875	7,500	7,500
Audit	6,500	-	6,500	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	160	340	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,121	5,379	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,750	5,785	-	5,785	5,750
Contingencies/bank charges	500	110	390	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	18,260	-	18,260	3,815
Total professional & administrative	152,990	101,916	69,369	171,285	156,805

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	
<b>Field operations</b>				
Accounting	2,500	-	2,500	2,500
Stormwater management				
Lake maintenance	-	-	-	19,524
Streetlighting	80,114	22,757	57,357	107,296
Repairs and maintenance	24,386	-	24,386	82,863
Electricity	6,586	-	6,586	3,900
Lake maintenance	-	699	-	699
Landscape maint.				
Maintenance contract	542,610	81,157	461,453	402,820
Plant replacement	17,857	-	17,857	40,282
Landscape contingency	8,927	3,251	5,676	40,282
Irrigation	156,774	3,804	152,970	234,115
Trash services	-	-	-	10,000
Total field operations	<u>839,754</u>	<u>111,668</u>	<u>728,086</u>	<u>943,582</u>
Total expenditures	<u>992,744</u>	<u>213,584</u>	<u>797,455</u>	<u>1,100,387</u>
Excess/(deficiency) of revenues				
over/(under) expenditures	(11)	589,013	(607,549)	(1)
Fund balance - beginning (unaudited)	20	33,910	622,923	14,675
Committed				
Impact fee collections	1,618,095	-	-	-
Unassigned	<u>(1,618,086)</u>	<u>622,923</u>	<u>15,374</u>	<u>14,674</u>
Fund balance - ending (projected)	<u>\$ 9</u>	<u>\$ 622,923</u>	<u>\$ 15,374</u>	<u>\$ 14,674</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>	
<b>EXPENDITURES (continued)</b>	
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
Property appraiser and tax collector	3,815
Holiday decorating	

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

**Expenditures (continued)**

**Field operations**

Accounting	2,500
Stormwater management	
Lake maintenance	19,524
Covers the cost of hiring a licensed contractor to treat 58 acres of wet ponds on a monthly basis for unwanted submersed vegetation, weeds and algae.	
Streetlighting	107,296
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	
Repairs and maintenance	82,863
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	3,900
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	402,820
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	40,282
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	40,282
Irrigation	234,115
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Trash services	10,000
Total expenditures	<u><u>\$ 1,100,387</u></u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ -				\$ 768,479
Allowable discounts (4%)	-				(30,739)
Assessment levy: net	-	\$ 706,128	\$ 284	\$ 706,412	737,740
Special assessment: off-roll	1,112,587	186,083	204,135	390,218	390,218
Interest	-	36,356	-	36,356	-
Total revenues	<u>1,112,587</u>	<u>928,567</u>	<u>204,419</u>	<u>1,132,986</u>	<u>1,127,958</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	420,000	-	420,000	420,000	430,000
Interest	697,830	348,915	348,915	697,830	687,330
Total debt service	<u>1,117,830</u>	<u>348,915</u>	<u>768,915</u>	<u>1,117,830</u>	<u>1,117,330</u>
<b>Other fees &amp; charges</b>					
Property appraiser and tax collector	-	-	-	-	15,370
Total other fees & charges	-	-	-	-	15,370
Total expenditures	<u>1,117,830</u>	<u>348,915</u>	<u>768,915</u>	<u>1,117,830</u>	<u>1,132,700</u>
Excess/(deficiency) of revenues over/(under) expenditures	(5,243)	579,652	(564,496)	15,156	(4,742)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers out	-	(582,110)	-	(582,110)	-
Total other financing sources/(uses)	-	(582,110)	-	(582,110)	-
Fund balance:					
Net increase/(decrease) in fund balance	(5,243)	(2,458)	(564,496)	(566,954)	(4,742)
Beginning fund balance (unaudited)	1,487,480	1,498,340	1,498,340	1,498,340	931,386
Ending fund balance (projected)	<u>\$1,482,237</u>	<u>\$1,495,882</u>	<u>\$ 933,844</u>	<u>\$ 931,386</u>	<u>926,644</u>
Use of fund balance:					
Debt service reserve account balance (required)					(556,250)
Principal and Interest expense - November 1, 2025					(338,290)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 32,104</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>
11/1/2024			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>18,675,000.00</b>		<b>11,645,340.00</b>	<b>30,320,340.00</b>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	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	-	54,213	-	54,213	-
Total revenues	<u>1,930,402</u>	<u>1,376,731</u>	<u>607,884</u>	<u>1,984,615</u>	<u>1,930,402</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	660,000	-	660,000	660,000	675,000
Principal prepayment	-	20,000	70,000	90,000	-
Interest	1,278,894	639,447	639,447	1,278,894	1,255,656
Total expenditures	<u>1,938,894</u>	<u>659,447</u>	<u>1,369,447</u>	<u>2,028,894</u>	<u>1,930,656</u>
Excess/(deficiency) of revenues over/(under) expenditures	(8,492)	717,284	(761,563)	(44,279)	(254)
Fund balance:					
Beginning fund balance (unaudited)	<u>2,570,779</u>	<u>2,605,329</u>	<u>3,322,613</u>	<u>2,605,329</u>	<u>2,561,050</u>
Ending fund balance (projected)	<u>\$ 2,562,287</u>	<u>\$ 3,322,613</u>	<u>\$ 2,561,050</u>	<u>\$ 2,561,050</u>	<u>2,560,796</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2025					(617,703)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 12,693</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>
11/1/2024			627,828.13	627,828.13	32,535,000.00
5/1/2025	675,000.00	3.000%	627,828.13	1,302,828.13	31,860,000.00
11/1/2025	-		617,703.13	617,703.13	31,860,000.00
5/1/2026	695,000.00	3.000%	617,703.13	1,312,703.13	31,165,000.00
11/1/2026	-		607,278.13	607,278.13	31,165,000.00
5/1/2027	720,000.00	3.000%	607,278.13	1,327,278.13	30,445,000.00
11/1/2027	-		596,478.13	596,478.13	30,445,000.00
5/1/2028	740,000.00	3.375%	596,478.13	1,336,478.13	29,705,000.00
11/1/2028	-		583,990.63	583,990.63	29,705,000.00
5/1/2029	770,000.00	3.375%	583,990.63	1,353,990.63	28,935,000.00
11/1/2029	-		570,996.88	570,996.88	28,935,000.00
5/1/2030	795,000.00	3.375%	570,996.88	1,365,996.88	28,140,000.00
11/1/2030	-		557,581.25	557,581.25	28,140,000.00
5/1/2031	820,000.00	3.375%	557,581.25	1,377,581.25	27,320,000.00
11/1/2031	-		543,743.75	543,743.75	27,320,000.00
5/1/2032	850,000.00	3.375%	543,743.75	1,393,743.75	26,470,000.00
11/1/2032	-		529,400.00	529,400.00	26,470,000.00
5/1/2033	880,000.00	4.000%	529,400.00	1,409,400.00	25,590,000.00
11/1/2033	-		511,800.00	511,800.00	25,590,000.00
5/1/2034	915,000.00	4.000%	511,800.00	1,426,800.00	24,675,000.00
11/1/2034	-		493,500.00	493,500.00	24,675,000.00
5/1/2035	955,000.00	4.000%	493,500.00	1,448,500.00	23,720,000.00
11/1/2035	-		474,400.00	474,400.00	23,720,000.00
5/1/2036	995,000.00	4.000%	474,400.00	1,469,400.00	22,725,000.00
11/1/2036	-		454,500.00	454,500.00	22,725,000.00
5/1/2037	1,035,000.00	4.000%	454,500.00	1,489,500.00	21,690,000.00
11/1/2037	-		433,800.00	433,800.00	21,690,000.00
5/1/2038	1,075,000.00	4.000%	433,800.00	1,508,800.00	20,615,000.00
11/1/2038	-		412,300.00	412,300.00	20,615,000.00
5/1/2039	1,120,000.00	4.000%	412,300.00	1,532,300.00	19,495,000.00
11/1/2039	-		389,900.00	389,900.00	19,495,000.00
5/1/2040	1,165,000.00	4.000%	389,900.00	1,554,900.00	18,330,000.00
11/1/2040	-		366,600.00	366,600.00	18,330,000.00
5/1/2041	1,215,000.00	4.000%	366,600.00	1,581,600.00	17,115,000.00
11/1/2041	-		342,300.00	342,300.00	17,115,000.00
5/1/2042	1,265,000.00	4.000%	342,300.00	1,607,300.00	15,850,000.00
11/1/2042	-		317,000.00	317,000.00	15,850,000.00
5/1/2043	1,315,000.00	4.000%	317,000.00	1,632,000.00	14,535,000.00
11/1/2043	-		290,700.00	290,700.00	14,535,000.00
5/1/2044	1,370,000.00	4.000%	290,700.00	1,660,700.00	13,165,000.00
11/1/2044	-		263,300.00	263,300.00	13,165,000.00
5/1/2045	1,425,000.00	4.000%	263,300.00	1,688,300.00	11,740,000.00

**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>
11/1/2045	-		234,800.00	234,800.00	11,740,000.00
5/1/2046	1,485,000.00	4.000%	234,800.00	1,719,800.00	10,255,000.00
11/1/2046	-		205,100.00	205,100.00	10,255,000.00
5/1/2047	1,545,000.00	4.000%	205,100.00	1,750,100.00	8,710,000.00
11/1/2047	-		174,200.00	174,200.00	8,710,000.00
5/1/2048	1,605,000.00	4.000%	174,200.00	1,779,200.00	7,105,000.00
11/1/2048	-		142,100.00	142,100.00	7,105,000.00
5/1/2049	1,670,000.00	4.000%	142,100.00	1,812,100.00	5,435,000.00
11/1/2049	-		108,700.00	108,700.00	5,435,000.00
5/1/2050	1,740,000.00	4.000%	108,700.00	1,848,700.00	3,695,000.00
11/1/2050	-		73,900.00	73,900.00	3,695,000.00
5/1/2051	1,810,000.00	4.000%	73,900.00	1,883,900.00	1,885,000.00
11/1/2051	-		37,700.00	37,700.00	1,885,000.00
5/1/2052	1,885,000.00	4.000%	37,700.00	1,922,700.00	-
<b>Total</b>	<b>32,535,000.00</b>		<b>21,923,200.06</b>	<b>54,458,200.06</b>	

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

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

<b>Product</b>	<b>Units</b>	<b>FY 2025 O&amp;M Assessment per Unit</b>	<b>FY 2025 DS Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>
Single Family 1	314	\$ 270.98	\$ 1,303.13	\$ 1,574.11	\$ 1,455.54
Single Family 2	197	270.98	1,042.51	1,313.49	1,210.56
Multi Family	193	270.98	797.52	1,068.50	980.27
<b>Total</b>	<b>704</b>				

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

<b>Product</b>	<b>Units</b>	<b>FY 2025 O&amp;M Assessment per Unit</b>	<b>FY 2025 DS Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>
Single Family 1	239	\$ 254.72	\$ 1,224.94	\$ 1,479.66	\$ 1,455.54
Single Family 2	-	254.72	979.96	1,234.68	1,210.56
Multi Family	130	254.72	749.67	1,004.39	980.27
<b>Total</b>	<b>369</b>				

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

<b>Product</b>	<b>Units</b>	<b>FY 2025 O&amp;M Assessment per Unit</b>	<b>FY 2025 DS Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>
Single Family 1	727	\$ 254.72	\$ 1,224.94	\$ 1,479.66	\$ 1,455.54
Single Family 2	404	254.72	979.96	1,234.68	1,210.56
Multi Family	859	254.72	749.67	1,004.39	980.27
<b>Total</b>	<b>1,990</b>				

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

<b>Product</b>	<b>Units</b>	<b>FY 2025 O&amp;M Assessment per Unit</b>	<b>FY 2025 DS Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>
Single Family 1	455	\$ 254.72	\$ -	\$ 254.72	\$ 230.60
Single Family 2	121	254.72	-	254.72	230.60
Multi Family	666	254.72	-	254.72	230.60
<b>Total</b>	<b>1,242</b>				

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

**4**

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Noah Breakstone	November 2024
2	Kevin Mays	November 2024
3	Justin Onorato	November 2026
4	Kevin Kramer	November 2026
5	Robert Wanas	November 2024

This year, Seat 1, currently held by Noah Breakstone, Seat 2, currently held by Kevin Mays, and Seat 5, currently held by Robert Wanas are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.



2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 7th day of November, 2024 at 9:00 a.m., and located at the offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 2, 2024 meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 2ND DAY OF MAY, 2024.**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Edgewater East Community Development District ("**District**"), in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 7, 2024  
TIME: 9:00 A.M.  
PLACE: offices of Hanson, Walter & Associates, Inc.  
8 Broadway, Suite 104  
Kissimmee, Florida 34741

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

Craig Wrathell  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 7, 2024**

TIME: **9:00 A.M.**

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

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT  
OSCEOLA COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 7, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Edgewater East Community Development District to be held at offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 on November 7, 2024, at 9:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**  
**OSCEOLA COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 7, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Edgewater East Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF SUPERVISOR CANDIDATE	NUMBER OF VOTES
1		
2		
5		

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

Signed: \_\_\_\_\_

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

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

**5**

**RESOLUTION 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board desires to adopt the meeting schedule attached as **Exhibit A**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“Fiscal Year 2024/2025”).

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

1. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and will also be provided to applicable governing authorities.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 2nd day of May, 2024.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A**

<b>EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>offices of Hanson, Walter &amp; Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 3, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 7, 2024</b>	<b>Landowners' Meeting</b>	<b>9:00 AM</b>
<b>November 7, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>December 5, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January __, 2025*</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 6, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 6, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 3, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 1, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 5, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 3, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 7, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>September 4, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>

**\*Exception**

*The January meeting date is the day after the New Year's Day holiday.*



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

**7**



## **SERVICE AGREEMENT FOR LIGHTING SERVICE EDGEWATER ED6 ROADWAY PH 1**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”) and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, whose address is 2300 Glades Rd STE 410W, Boca Raton FL 33431, (“Customer”), for the provision of Lighting Service as more particularly set forth below.

### **DEFINITIONS**

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

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

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

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

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

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

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

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

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

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

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

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

## SECTION 6: MISCELLANEOUS

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

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

If to OUC:

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

If to Customer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

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



shall not be considered a waiver of any such rights or matters at any subsequent time.

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

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

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Federal ID # 38-4152913

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

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

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

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

**WITNESSES:**

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

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

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

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

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

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

*Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:*

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of \_\_\_\_\_ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

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

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

**ORLANDO UTILITIES COMMISSION**

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

Name: Clint Bullock  
Title: General Manager/CEO

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

ATTEST: By: \_\_\_\_\_  
Name: Paula A. Velasquez  
Title: Assistant Secretary

WITNESSES:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$1,721.95
Maintenance		\$ 178.08
<u>Fuel and Energy</u>		<u>\$ 125.50</u>
Total	***	\$2,025.53

Upfront Payment \$

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

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

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

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

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

EXHIBIT 1 (continued)

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

- |   |             |
|---|-------------|
| (28) 35' (29'-6" MH) ROUND CONCRETE POLE DB 3" x 5"     | [036-27363] |
| (28) TENON ADAPTER BLACK UP TO 4 FIXTURES               | [036-23034] |
| (3) CONTROLLER ON PEDESTAL, SOLID STATE, 120-277V, 90A, | [036-26065] |
| (28) 166W LED GALLEON 2, TYPE SL3, BLACK                | [036-23192] |

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

CUSTOMER Installed Lighting Equipment:

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

PHASED INSTALLATION PLAN

All at once

INSTALLATION DATE is 180 days after the effective date of this Agreement as defined in 5.2. If OUC and CUSTOMER are ready and able to begin installation, installation may commence prior to the INSTALLATION DATE.

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

LEGAL DESCRIPTION OF THE PROPERTY

All private/public roadways and easements, as established through the Temporary Construction Easement, as recorded via **Case File Number (CFN)# 2023065525**, of the Public Records of Osceola County, Florida.

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: \_\_\_\_\_  
Premise Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Premise Number \_\_\_\_\_

BILLING INFORMATION

Billing Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Federal Tax ID: 38-4152913

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 183431217  
Work Request No: 800101  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate of Completion (Exhibit 2)**

**Notice of Modification to Original Contract Design**

Project W.O. # 800101 OUC Account # 183431217

Project Name: ED6 Roadway Ph 1

Customer/Account Name EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

**Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:**

Investment \$1,721.95 Maintenance \$178.08 Fuel & Energy \$125.50

- (28) 35' (29'-6" MH) ROUND CONCRETE POLE DB 3" x 5" [036-27363]
- (28) TENON ADAPTER BLACK UP TO 4 FIXTURES [036-23034]
- (3) CONTROLLER ON PEDESTAL, SOLID STATE, 120-277V, 90A, [036-26065]
- (28) 166W LED GALLEON 2, TYPE SL3, BLACK [036-23192]

**Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

*[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]*

**Authorized OUC Representative**

Signature: \_\_\_\_\_

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

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

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

**Authorized Customer Representative**

Signature: \_\_\_\_\_

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

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

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

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

**8**





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

April 8, 2024.

Letter: 10

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

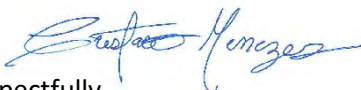
Edgewater East: ED6 – Framework Roadway Phase 1 Civil Work  
JDC Project #: 2165  
RE: Request for Change Order 06R3: Initial Pond I Reconfiguration

Dear Mr. Pete,

As requested by BTI Partners, please see the attached request for change order for work associated Pond I.

Reconfiguration in accordance to provided ED6 Framework Ph 1 - SDP (County #SDP22-0029) REV SUBMITTED\_2023.09.29 plans.

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 #06 Pond I Reconfiguration



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) -460-8404

Email: Gustavo.menezes@jr-davis.com

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

-BW, 04.11.2024

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

Proposal Date: 03.28.24  
 Date of Plans:  
 Revision Date: 04.09.24  
 Addendums:

HCSS 2165RFCO06EM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Survey	1.00	LS	4,000.00	4,000.00
	Dewatering	1.00	LS	47,000.00	47,000.00
	Pond Fill	31,108.00	CY	3.62	112,610.96
	Regrade Pond Slopes	8,785.00	SY	3.20	28,112.00
	Seed & Mulch Embanked Area	7,365.00	SY	0.29	2,135.85
	Sod Pond Slopes	8,785.00	SY	3.00	26,355.00
	Import Material Spread and Compact	1,917.00	TCY	7.25	13,898.25
<b>GRAND TOTAL</b>					<b>\$234,112.06</b>

### NOTES:

Items 50, 60, 100, 110, 118 to be considered lump sum amounts added to the contract.

Item 120, based on the 8,785SY quantity, JDC will re-sod all 4:1 slopes, full 10' maintenance berm, and all slopes transitions from berm to surrounding grades. If it is observed that any of these areas have not been re-sodded, a credit of any unaltered area shall be provided back to the CDD (credit areas to be calculated by CDD and accepted by JDC)

Item 500 is to be considered quantity items and will be paid per Truck Cubic Yards provided on tickets measured by load scanners.

Price for Import Material (item 500) includes equipment to load trucks on source but excludes dewatering, site preparation, clearing & grubbing, or any other activity than loading trucks at source provided.

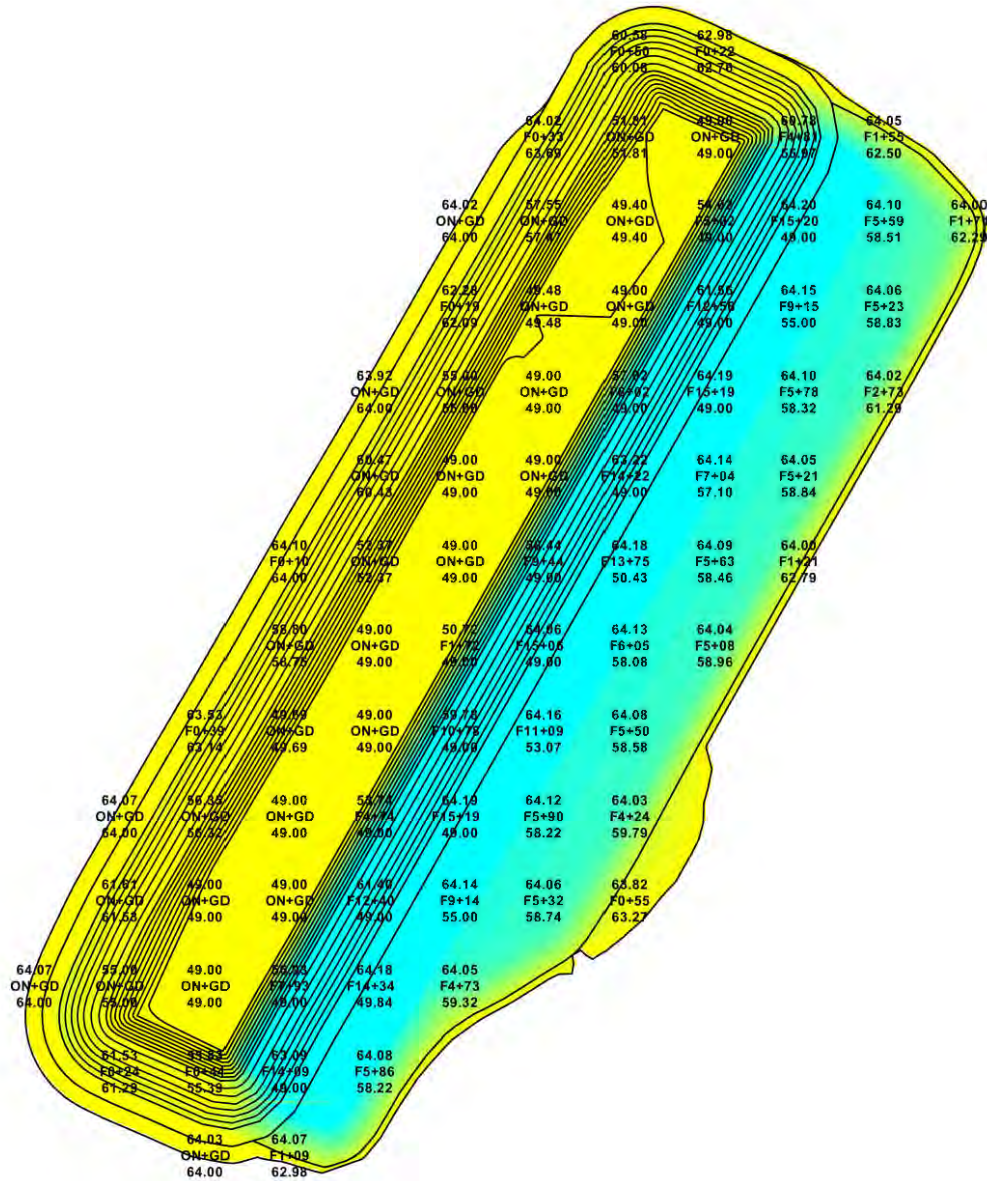
JDC to exhaust all fill material within the ED6 stockpiles and provide approximate Cubic Yards needed to complete the pond fill to the CDD prior to the start of any additional material import. If there is more than one week after exhausting ED6 stockpiles and direction, CDD will pay additional cost including, but not limited to, overhead, dewatering, survey that JDC incurs while additional material is quantified and accepted by the CDD and JDC.

JDC to match surrounding grades at ED6 stockpiles after use. Final grades shall be smooth and free of any holes, depressions, rutting, and excessive equipment tracks.

It is understood that future home will be constructed on the east side of Pond I. JDC will not be responsible for density and material quality testing. JDC is responsible to place and compact material that is clear of debris (roots, trees, construction material) outside of the pond maintenance berm.

Price for Import Material (item 500) for haul routes not to exceed 5 miles round trip. If import material is needed, JDC shall

first source and exhaust stockpile material at the ED5 Site(+/- 2,500 CY, approximately 1.5 mile / 3 mile round trip). If additional material is needed after the ED5 stockpile, JDC to source remaining quantity needed from the stockpile within ED2 area (approximately 2.5 miles / 5 miles round trip). JDC must only use the eastern most access for in/out traffic due to current construction activities within ED2.



# ED6 Framework Ph 1 - POND 1



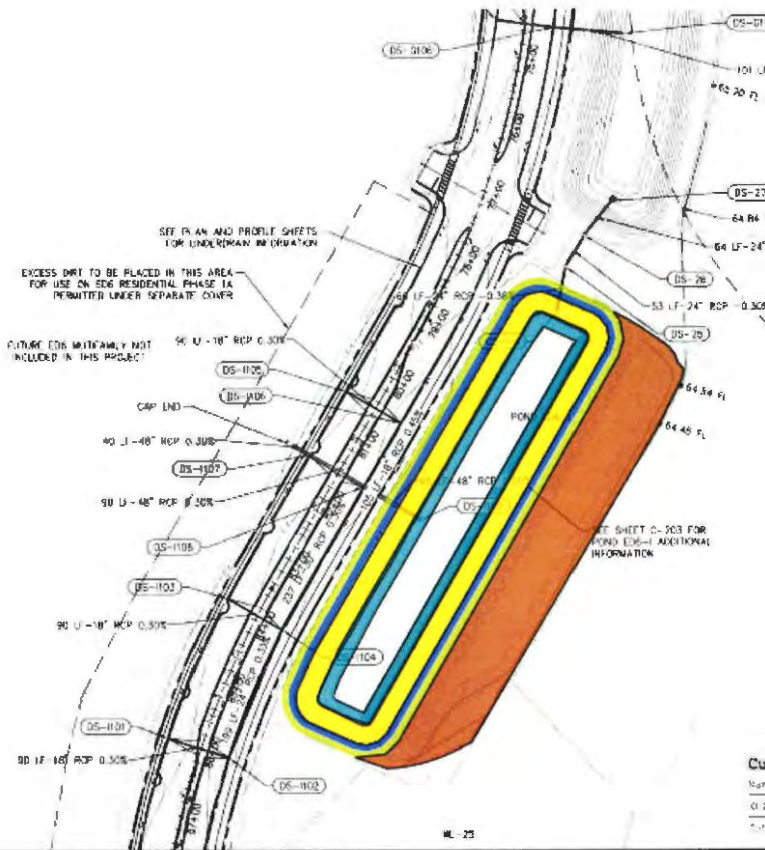
**Volume Report**  
**Subgrade vs Existing**

	Total	Cut	Area Fill	OnGrade	Volume Cut	Volume Fill	Comp/Ratio Cut	Comp/Ratio Fill	Compact Cut	Compact Fill	Export -Import	Change Per 0.1 ft
GRADING TO EXIST	13,766	152	8,429	5,185	2	132	1.00	1.00	2	132	-130	51
POND 1 AREA	61,870	0	61,870	0	0	15,863	1.00	1.00	0	15,863	-15,863	229
POND 1 BERM TO TOP	16,615	383	11,991	4,241	4	3,707	1.00	1.00	4	3,707	-3,703	62
POND 1 BTM (49')	30,421	0	0	30,421	0	0	1.00	1.00	0	0	0	113
POND 1 GB TO BTM	28,464	0	10,247	18,217	0	1,432	1.00	1.00	0	1,432	-1,432	105
POND 1 TOP TO GB	42,686	30	33,092	9,564	4	7,652	1.00	1.00	4	7,652	-7,648	158
<b>POND Sub:</b>	<b>180,056</b>	<b>413</b>	<b>117,200</b>	<b>62,443</b>	<b>8</b>	<b>28,654</b>			<b>8</b>	<b>28,654</b>	<b>-28,646</b>	<b>667</b>
<b>Regions Total</b>	<b>193,822</b>	<b>565</b>	<b>125,629</b>	<b>67,628</b>	<b>10</b>	<b>28,786</b>			<b>10</b>	<b>28,786</b>	<b>-28,776</b>	<b>718</b>

Sectional Qtys	Plane Area	Slope Area	Depth	Volume
GRADING TO EXIST	13,766	13,786	0.000	0
POND 1 AREA	61,870	61,871	0.000	0
POND 1 BERM TO TOP	16,615	16,618	0.000	0
POND 1 BTM (49')	30,421	30,421	0.000	0
POND 1 GB TO BTM	28,464	30,729	0.000	0
POND 1 TOP TO GB	42,686	44,316	0.000	0
<b>POND Sub:</b>	<b>180,056</b>	<b>183,955</b>	<b>0.000</b>	<b>0</b>
<b>Sectional Total</b>	<b>193,822</b>	<b>197,741</b>		<b>0</b>

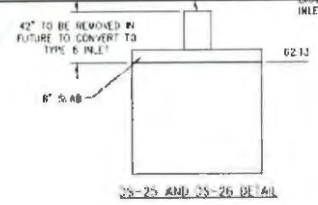
+13%  
 =32,528 CY  
 - Stockpile  
 (11,447 +16,061) 27,508 \*Pond Fill  
 + 3,600 CY added to the stockpile from Jones Homes = 31,108 CY  
 = 5,020 (1,420 CY needed)  
 +35%  
 6,767 Trucking CY \*Import Material Spread and Compact (1,917 CY needed)

+ 4,800 CY of clean fill material added to the stockpile from Jones Homes site on March 23rd thru 25th = 32,308 CY  
 I am using 3,600 CY, assuming a 25% compaction factor



Structure Name	Type	Station	Dimensions	Invert
DS-1105	CURB INLET TYPE 5	74+50.00 41.75 R	84.43	INV OUT=59.50 E 18\" RCP
DS-0106	CURB INLET TYPE 5	74+50.00 41.75 L	84.43	INV IN=59.22 N 18\" RCP INV OUT=55.50 E 18\" RCP
DS-1101	CURB INLET TYPE 5	88+00.00 48.25 A	62.68	INV OUT=56.58 E 18\" RCP
DS-1102	CURB INLET TYPE 5	88+00.00 41.75 L	62.82	INV IN=56.32 W 18\" RCP INV OUT=55.82 NE 24\" RCP

	<b>4: 1 IN C-201</b>	<b>45840.1 SQ FT</b>	<b>G,S</b>
	<b>2: 1 IN C-201</b>	<b>24486.9 SQ FT</b>	<b>G</b>
	<b>10' MAINTENAN...</b>	<b>16300.0 SQ FT</b>	<b>G,S</b>
	<b>10' 4:1 IN C-201</b>	<b>16932.0 SQ FT</b>	<b>G,S</b>
	<b>SEED AND MUL...</b>	<b>66291.6 SQ FT</b>	<b>M</b>



STRUCTURE NAME	STRUCTURE DESCRIPTION	STATION OFFSET	PIPE INVERT
DS-27	MES	76+58.81 176.85 L	INV IN=52.00 SW 24\" RCP
DS-0107	MES	74+46.32 142.54 L	INV IN=53.50 W 18\" RCP
DS-1109	MES	81+55.80 157.21 L	INV IN=50.00 NW 48\" RCP

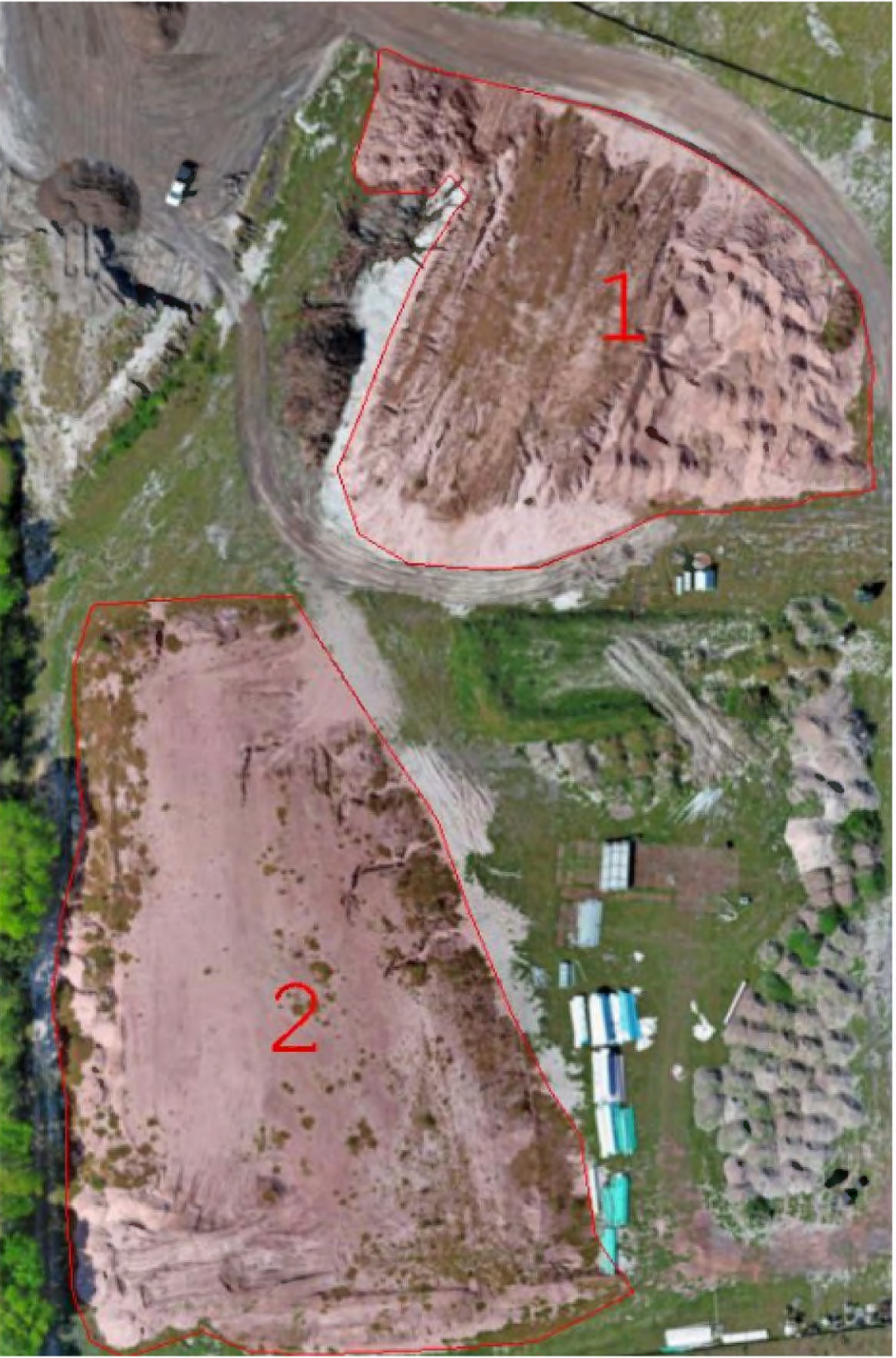
**Cut/Fill Summary**

Item	Description	Quantity	Unit
1	Excavation	3,000	cu yd
2	Fill	15,000	cu yd
3	Gravel	10,000	cu yd
4	Seed & Mulch	66,291.6	sq ft

1. ALL UTILITIES TO BE DELETED OR RELOCATED.
2. PROVIDE 18\"/>

G = grading  
S = sod  
M = seed & mulch

Measurement Type : Imperial



Project File Data		Coordinate System	
Name:	C:\TEMP DRONE WORK\2165 Edgewater ED6 03-14-24\2165 3-14-24 process tbc\2165 process tbc 3-14-24.vce	Name:	United States/NAD83
Size:	6 MB	Zone:	Florida East 0901
Modified:	3/22/2024 9:33:59 AM (UTC:-4)	Datum:	NAD83(2011)
Time zone:	Eastern Standard Time	Global reference datum:	NAD83(2011)
Reference number:		Global reference epoch:	2010
Description:		Geoid:	GEOID12B (Conus)
Comment 1:		Vertical datum:	
Comment 2:		Calibrated site:	
Comment 3:			

## Earthwork Volume Report

### Unclassified surface compared to Unclassified surface

Surfaces	
Eg 4288-10-1	Classification: Unclassified
3FT SAMPLE GROUND	Classification: Unclassified

Bank Volumes Based on Surface Geometry Alone	
Cut material	3.4 yd <sup>3</sup>
Fill material	11,447.6 yd <sup>3</sup>
<b>Deficit</b>	<b>11,444.3 yd<sup>3</sup></b>

Bank Areas Based on Surface Geometry Alone	
Cut area	442.9 ft <sup>2</sup>
Fill area	38,766.1 ft <sup>2</sup>
Zero volume area	0.0 ft <sup>2</sup>
<b>Total</b>	<b>39,209.1 ft<sup>2</sup></b>

Depth summary	
Maximum depth of cut material	0.592 ft
Maximum depth of fill material	18.571 ft

Note: 'Cut Material' is defined as material where [3FT SAMPLE GROUND] is lower than [Eg 4288-10-1]. 'Fill Material' is defined as the volume of material where [3FT SAMPLE GROUND] is higher than [Eg 4288-10-1].

Note: The above volumes are calculated solely from the geometries of the selected surfaces. No material properties are applied to the above numbers.

Reported volumes are limited to those that lie within the constraining boundary.	
Boundary name:	<b>PILE 1</b> Contains Grass and Roots
Area within boundary:	39,209.1 ft <sup>2</sup> (0.90012 AC)
Total triangulated area:	39,209.1 ft <sup>2</sup> (0.90012 AC)



Project File Data		Coordinate System	
Name:	C:\TEMP DRONE WORK\2165 Edgewater ED6 03-14-24\2165 3-14-24 process tbc\2165 process tbc 3-14-24.vce	Name:	United States/NAD83
Size:	6 MB	Zone:	Florida East 0901
Modified:	3/22/2024 9:33:59 AM (UTC:-4)	Datum:	NAD83(2011)
Time zone:	Eastern Standard Time	Global reference datum:	NAD83(2011)
Reference number:		Global reference epoch:	2010
Description:		Geoid:	GEOID12B (Conus)
Comment 1:		Vertical datum:	
Comment 2:		Calibrated site:	
Comment 3:			

## Earthwork Volume Report

### Unclassified surface compared to Unclassified surface

Surfaces	
Eg 4288-10-1	Classification: Unclassified
3FT SAMPLE GROUND	Classification: Unclassified

Bank Volumes Based on Surface Geometry Alone	
Cut material	2.2 yd <sup>3</sup>
Fill material	<span style="border: 1px solid red; padding: 2px;">16,061.7</span> yd <sup>3</sup>
<b>Deficit</b>	<b>16,059.4 yd<sup>3</sup></b>

Bank Areas Based on Surface Geometry Alone	
Cut area	311.6 ft <sup>2</sup>
Fill area	63,029.1 ft <sup>2</sup>
Zero volume area	0.0 ft <sup>2</sup>
<b>Total</b>	<b>63,340.7 ft<sup>2</sup></b>

Depth summary	
Maximum depth of cut material	0.754 ft
Maximum depth of fill material	14.215 ft

Note: 'Cut Material' is defined as material where [3FT SAMPLE GROUND] is lower than [Eg 4288-10-1]. 'Fill Material' is defined as the volume of material where [3FT SAMPLE GROUND] is higher than [Eg 4288-10-1].

Note: The above volumes are calculated solely from the geometries of the selected surfaces. No material properties are applied to the above numbers.

Reported volumes are limited to those that lie within the constraining boundary.	
Boundary name:	<span style="border: 1px solid red; padding: 2px;">PILE 2</span>
Area within boundary:	63,340.7 ft <sup>2</sup> (1.45410 AC)
Total triangulated area:	63,340.7 ft <sup>2</sup> (1.45410 AC)

## Stockpile on ED5

Project File Data	Coordinate System
Name: C:\TEMP DRONE WORK\2142 Edgewater ED5 03-14-24\2142 TBC Edgewater ED5 03-14-24\2142 TBC Edgewater ED5 03-14-24.vce	Name: United States/NAD83
Size: 23 MB	Zone: Florida East 0901
Modified: 3/22/2024 10:44:47 AM (UTC:-4)	Datum: NAD83(2011)
Time zone: Eastern Standard Time	Global reference datum: NAD83(2011)
Reference number:	Global reference epoch: 2010
Description:	Geoid: GEOID12B (Conus)
Comment 1:	Vertical datum:
Comment 2:	Calibrated site:
Comment 3:	

### Stockpile Volume Analysis

#### Measured stockpile surface compared to estimated foundation surface

Surfaces	
Stockpile	Classification: Unclassified

Volumes from Surface Geometry	
Approximate stockpile volume	2,818.2 yd <sup>3</sup>
Approximate depression volume	0.2 yd <sup>3</sup>

Areas from Surface Geometry	
Approximate stockpile area	20,589.7 ft <sup>2</sup>
Approximate depression area	177.1 ft <sup>2</sup>
Zero volume area	7.0 ft <sup>2</sup>
Total	20,773.7 ft <sup>2</sup>

Depth summary	
Maximum depth of stockpile	16.554 ft
Maximum depth of depression	0.222 ft

This is a report of the volume of a stockpile, as measured between the stockpile surface and a surface constructed from the base of the stockpile.

Note: Part of the stockpile surface lies beneath the base of the stockpile. The reported stockpile volume is only the volume above the stockpile base. The reported depression volume is the volume below the stockpile base.

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

**9**

**WORK AUTHORIZATION NUMBER 1  
FOR ADDITIONAL SERVICES**

**THIS WORK AUTHORIZATION** ("Work Authorization"), dated \_\_\_\_\_ 2024, authorizes certain work in accordance with that certain *Agreement Between the Edgewater East Community Development District and SSS Down To Earth Opco LLC d/b/a Down To Earth for Landscape and Irrigation Maintenance Services, ED5 Roadway, Phase 1*, effective March 13, 2024 (the "Agreement"), by and between:

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

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


**SECTION 1. SCOPE OF SERVICES.** In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, the District hereby engages the services of Contractor to perform the additional work described Exhibit A, attached hereto and incorporated herein by reference ("Additional Services").

**SECTION 2. COMPENSATION.** As compensation for the Additional Services, the District agrees to pay Contractor **Two Thousand One Hundred Sixty-Seven Dollars and Ninety-Two Cents (\$2,167.92)**, for a total annual amount of **Twenty-Six Thousand Fifteen Dollars (\$26,015.00)**. Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

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

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

ATTEST:

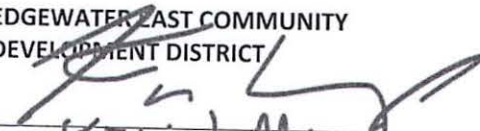
  
By: ERNESTO J. TORRES  
 Secretary  
 Assistant Secretary

WITNESS:

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

**Exhibit A**      Proposal for Additional Services

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

  
By: KEVIN MAYS  
 Chairperson  
 Vice Chairperson

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

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

Exhibit A

Landscape Maintenance Agreement Addendum

Attn: Edgewater East CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Submitted By: Down To Earth

ED5 Roadway Phase 1 – Ponds

Landscape Maintenance Addendum

Addendum Area – See attached map of addendum areas.

ED5 Pond1 (ED5-7) Pond 8 (ED5-3 and Pond 9 (ED5-6)

Bahia Pond Maintenance \$26,015.00 Annually
Line Trimming at Water's Edge Included Annually

Grand Total Annually \$ 26,015.00
Grand Total Monthly \$ 2,167.92

Please specify the Grounds Maintenance Addendum start date: \_\_\_\_\_, 2024

Edgewater East CDD

Down To Earth

Name \_\_\_\_\_

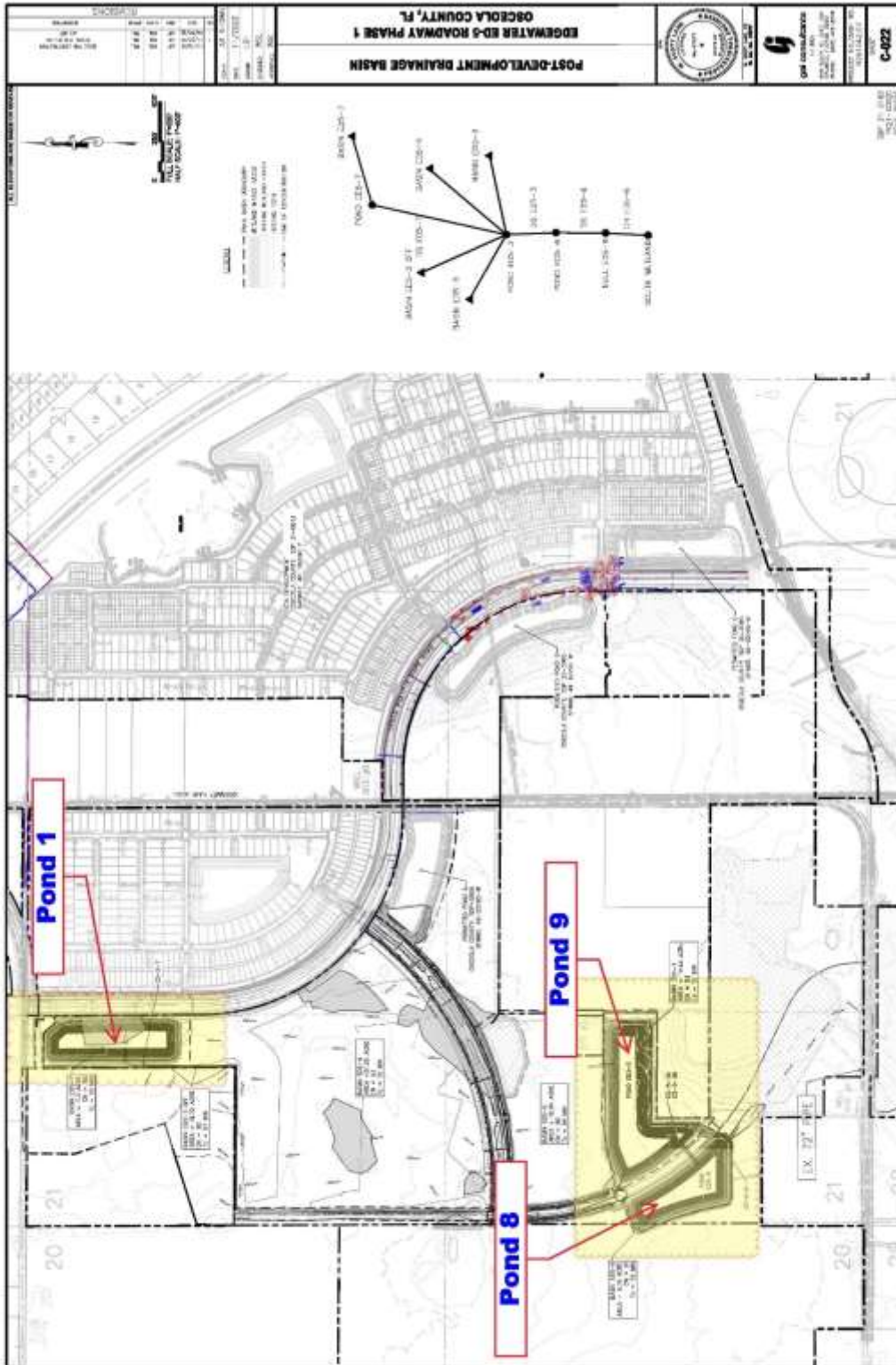
Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature Date

Signature Date



ED-5 Roadway PHI Pond 1  
Homestead Trl, St Cloud, FL 34772



● Pond 1





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

**10B**

**RESOLUTION 2024-XX**

**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 \_\_\_\_ day of \_\_\_\_\_, 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

**Exhibit A**

Second Amendment to the Engineer's Report dated                     , 2024

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

**10D**

**RESOLUTION 2024-XX**

**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 \_\_\_ day of \_\_\_\_\_, 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*

**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**

**10E**

**RESOLUTION 2024-XX**

**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-XX 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-XX, 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 \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**10F**

**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.

---

**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**

**10FA**



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

**Exhibit A**  
**Copy of Mailed Notice**

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

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

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2024**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 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	\$ 638,198	\$ -	\$ -	\$ -	\$ -	\$ 638,198
Investments						
Revenue	-	928,901	1,325,819	-	-	2,254,720
Reserve	-	556,290	1,930,000	-	-	2,486,290
Prepayment	-	-	72,519	-	-	72,519
Construction	-	-	-	625,811	-	625,811
Project infrastructure	-	-	-	-	29,717	29,717
Construction - E2	-	-	-	-	191,215	191,215
Construction - E5	-	-	-	-	320	320
Construction - E6N	-	-	-	-	1,875,737	1,875,737
Cost of issuance	-	10,691	-	-	-	10,691
Due from M/I Homes of Orlando	-	81,256	-	-	-	81,256
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 643,923</u>	<u>\$1,577,138</u>	<u>\$3,328,338</u>	<u>\$ 625,811</u>	<u>\$ 2,096,989</u>	<u>\$ 8,272,199</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ 977	\$ 1,520,679	\$ 1,521,656
Retainage payable	-	-	-	5,939	846,743	852,682
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>21,000</u>	<u>-</u>	<u>5,725</u>	<u>6,916</u>	<u>2,367,422</u>	<u>2,401,063</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	-	81,256	-	-	-	81,256
Total deferred inflows of resources	<u>-</u>	<u>81,256</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>81,256</u>
Fund balances:						
Restricted for:						
Debt service	-	1,495,882	3,322,613	-	-	4,818,495
Capital projects	-	-	-	618,895	(270,433)	348,462
Unassigned	622,923	-	-	-	-	622,923
Total fund balances	<u>622,923</u>	<u>1,495,882</u>	<u>3,322,613</u>	<u>618,895</u>	<u>(270,433)</u>	<u>5,789,880</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 643,923</u>	<u>\$1,577,138</u>	<u>\$3,328,338</u>	<u>\$ 625,811</u>	<u>\$ 2,096,989</u>	<u>\$ 8,272,199</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ 179,804	\$ -	N/A
Assessment levy: off-roll	-	622,793	992,733	63%
Total revenues	<u>-</u>	<u>802,597</u>	<u>992,733</u>	81%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	24,000	48,000	50%
Legal	3,901	34,884	50,000	70%
Engineering	-	5,625	7,500	75%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,000	2,000	50%
Trustee 2021	-	-	5,725	0%
Trustee 2022	4,031	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	2,750	5,500	50%
DSF accounting & assessment rolls - Series 2022	458	2,750	5,500	50%
Telephone	17	100	200	50%
Postage	-	160	500	32%
Printing & binding	42	250	500	50%
Legal advertising	597	1,121	6,500	17%
Annual special district fee	-	175	175	100%
Insurance	-	5,785	5,750	101%
Contingencies/bank charges	19	110	500	22%
Website	-	-	-	-
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>13,690</u>	<u>83,656</u>	<u>152,990</u>	55%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	8,975	22,757	80,114	28%
Repairs & maintenance	-	-	24,386	0%
Electricity	-	-	6,586	0%
Lake maintenance	699	699	-	N/A
Landscape maint.	-	-	-	-
Maintenance contract	16,231	81,157	542,610	15%
Plant replacement	-	-	17,857	0%
Landscape contingency	-	3,251	8,927	36%
Irrigation	250	3,804	156,774	2%
Total field operations	<u>26,155</u>	<u>111,668</u>	<u>839,754</u>	13%
<b>Other fees &amp; charges</b>				
Tax collector	-	18,260	-	N/A
Total other fees & charges	<u>-</u>	<u>18,260</u>	<u>-</u>	N/A
Total expenditures	<u>39,845</u>	<u>213,584</u>	<u>992,744</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(39,845)	589,013	(11)	
Fund balances - beginning	662,768	33,910	20	
Committed	-	-	-	
Impact fee collections	-	-	1,618,095	
Unassigned	622,923	622,923	(1,618,086)	
Fund balances - ending	<u>\$ 622,923</u>	<u>\$ 622,923</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 MARCH 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 706,128	\$ -	N/A
Assessment levy: off-roll	186,083	186,083	1,112,587	17%
Interest	6,006	36,356	-	N/A
Total revenues	<u>192,089</u>	<u>928,567</u>	<u>1,112,587</u>	83%
<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	192,089	579,652	(5,243)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(2,700)</u>	<u>(582,110)</u>	-	N/A
Total other financing sources	<u>(2,700)</u>	<u>(582,110)</u>	<u>-</u>	N/A
Net change in fund balances	189,389	(2,458)	(5,243)	
Fund balances - beginning	1,306,493	1,498,340	1,487,480	
Fund balances - ending	<u>\$ 1,495,882</u>	<u>\$ 1,495,882</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 MARCH 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	\$ 1,322,518	\$ 1,322,518	\$ 1,930,402	69%
Interest	7,806	54,213	-	N/A
Total revenues	<u>1,330,324</u>	<u>1,376,731</u>	<u>1,930,402</u>	71%
<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	1,330,324	717,284	(8,492)	
Net change in fund balances	1,330,324	717,284	(8,492)	
Fund balances - beginning	1,992,289	2,605,329	2,570,779	
Fund balances - ending	<u>\$ 3,322,613</u>	<u>\$ 3,322,613</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 MARCH 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 1,906	\$ 3,094
Total revenues	1,906	3,094
<b>EXPENDITURES</b>		
Construction costs	977	7,525
Total expenditures	977	7,525
Excess/(deficiency) of revenues over/(under) expenditures	929	(4,431)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	2,700	582,110
Total other financing sources/(uses)	2,700	582,110
Net change in fund balances	3,629	577,679
Fund balances - beginning	615,266	41,216
Fund balances - ending	\$ 618,895	\$ 618,895

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 1,086,152
Interest & miscellaneous	11,420	120,026
Total revenues	11,420	1,206,178
<b>EXPENDITURES</b>		
Construction costs - project infrastructure	20,059	21,662
Construction costs - construction ED-2	124,185	339,426
Construction costs - construction ED-5	9,425	1,758,460
Construction costs - construction ED-6N	1,436,349	4,216,288
Total expenditures	1,590,018	6,335,836
Excess/(deficiency) of revenues over/(under) expenditures	(1,578,598)	(5,129,658)
Fund balances - beginning	1,308,165	4,859,225
Fund balances - ending	\$ (270,433)	\$ (270,433)

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

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on April 4, 2024 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

**Present were:**

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

**Also present:**

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John	Kutak Rock LLP
Shawn Hindle	District Engineer
Michael Osborn	BTI

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:07 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Southern Development & Construction RFC**

Mr. Torres presented the following:

38 A. Clay Whaley, Phase 2 RFC 018 - Owner Direct Purchase Credit from Contract  
39 Agreement in the amount of \$413,223.21.

40 B. 2222 RFC 024 - Sod 4' Back of Curb Deduct [SDP21-0157 Clay Whaley Rd] for \$18,275.

41 C. RFC 021 - Export Excess Fill from ED2 to ED5 [Clay Whaley Rd Widening] for \$38,851.

42 Mr. Wanas stated Item C is to help complete an area that needed to be balanced out.

43

44 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the**  
45 **Southern Development & Construction RFC Clay Whaley, Phase 2 RFC 018 -**  
46 **Owner Direct Purchase Credit from Contract Agreement, in the amount of**  
47 **\$413,223.21; 2222 RFC 024 - Sod 4' Back of Curb Deduct [SDP21-0157 Clay**  
48 **Whaley Rd], for \$18,275; and RFC 021 - Export Excess Fill from ED2 to ED5 [Clay**  
49 **Whaley Rd Widening], for \$38,851, were approved.**

50

51

52 Mr. Osborn stated he is working with Mr. Tim Bayer, at SCC, on a change order related  
53 to Structure S-4. He discussed an issue with the County experiencing delays in paving a road  
54 and converting to a manhole because of the structure. He will meet with County officials to  
55 resolve this and provide an update at the next meeting.

56

57 **FOURTH ORDER OF BUSINESS**

**Consideration of Jr. Davis Construction  
Company Request for Change Order 07R2  
[ED6 -Framework Roadway Phase 1 Civil  
Work, FM & RM Steel Casing Plus WM PVC  
Casing Behind Retaining Wall**

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63 Mr. Torres presented the Jr. Davis Construction Company Request for Change Order  
64 07R2 for ED6 -Framework Roadway Phase 1 Civil Work, FM & RM Steel Casing Plus WM PVC  
65 Casing Behind Retaining Wall, in the amount of \$394,852.54.

66 Mr. Wanas stated the change order is associated with the Eden Six Roadway project. He  
67 explained that it is a steel casing and some pipe upgrades for the water to accommodate that.

68

69 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the**  
70 **Jr. Davis Construction Company Request for Change Order 07R2 for ED6 -**  
71 **Framework Roadway Phase 1 Civil Work, FM & RM Steel Casing Plus WM PVC**  
72 **Casing Behind Retaining Wall, in the amount of \$394,852.54, was approved.**

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**FIFTH ORDER OF BUSINESS**

**Consideration of Southern Development & Construction RFC019 - DBI Grading & Erosion Control [Clay Whaley Rd Widening]**

Mr. Torres presented the Southern Development & Construction RFC019 - DBI Grading & Erosion Control related to the Clay Whaley Road widening, in the amount of \$3,781.

Mr. Wanas stated this item goes with Item 3C that was just approved. Additional fill was necessary to balance out one of the areas; this is the grading around some existing inlets to make sure it is handled appropriately for drainage.

**On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the Southern Development & Construction RFC019 - DBI Grading & Erosion Control related to the Clay Whaley Road widening, in the amount of \$3,781, was approved.**

**SIXTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2025 Draft Maintenance Budget**

Mr. Torres stated he and Mr. Eckert are working on a draft Fiscal Year 2025 budget. He reviewed a spreadsheet that was produced by Mr. Eckert and Mr. Wanas.

Discussion ensued regarding a potential assessment increase, landscaping increases, streetlights, repairs, maintenance, stormwater maintenance, three months' working capital, Operation and Maintenance (O&M) expenses, mailed notices, inlets, mulching and the HOA.

Mr. Torres will email a copy of the spreadsheet to the Board and present a draft budget at the next meeting that includes the adjustments in landscaping and other budget line items as well as added items such as pond maintenance and dog waste stations.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Osceola County Tax Collector Agreement**

Mr. Torres presented the Agreement between the CDD and the Osceola County Tax Collector.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Osceola County Tax Collector Agreement, was approved.**

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**EIGHTH ORDER OF BUSINESS**

**Ratification Items**

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Mr. Torres presented the following:

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- A. SSS Down to Earth Opco LLC, dba Down to Earth Change Order No 001 [Phase 1 Clay Whaley Road, Add Bahia Sod]**

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- B. Central Florida Underground Work Authorization #1 [Utility Repair, Installation and Replacement Services]**

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**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, SSS Down to Earth Opco LLC, dba Down to Earth Change Order No 001 for Phase 1 Clay Whaley Road to add Bahia sod, and Central Florida Underground Work Authorization #1 for Utility Repair, Installation and Replacement Services, were ratified.**

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**NINTH ORDER OF BUSINESS**

**Consideration of Financing Matters**

130

131

- A. Presentation of Second Amendment to Engineer’s Report (Master)**

132

- B. Consideration of Resolution 2024-XX, Adopting a Second Amendment to the Engineer’s Report to Reflect New Lands Added to the District**

133

134

- C. Presentation of Second Amendment to Master Special Assessment Methodology Report**

135

136

- D. Consideration of Resolution 2024-XX, 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**

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142 Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a  
143 Preliminary Assessment Roll; Providing for Publication of this Resolution

144 E. Consideration of Resolution 2024-XX, Setting a Public Hearing to Be Held on  
145 \_\_\_\_\_2024, at 9:00 A.M. at the Offices of Hanson, Walter and Associates, Inc.,  
146 Located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, for the Purpose of  
147 Hearing Public Comment on Imposing Special Assessments on Approximately 3.24  
148 Acres of Land Recently Added Within the Boundaries of the Edgewater East  
149 Community Development District in Accordance with Chapters 170, 190 and 197,  
150 Florida Statutes

151 F. Consideration of Form of Mailed and Published Notices for Assessment Hearing on  
152 New 3.24 Acres

- 153 • Form of Affidavit of Mailing

154 G. Consideration of Preliminary First Amendment to Supplemental Engineer’s Report for  
155 Assessment Area Two

156 H. Consideration of Preliminary First Amendment to Second Supplemental Special  
157 Assessment Methodology Report for Assessment Area Two

158 Items A through H were deferred.

159

160 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
161 **Statements as of February 29, 2024**

162  
163 Mr. Torres presented the Unaudited Financial Statements as of February 29, 2024.

164 Discussion ensued regarding the billing information for the Toho Water Authority  
165 (TWA), Cross Prairie Parkway, the meters, the lift stations and the electric.

166

167 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**  
168 **Unaudited Financial Statements as of February 29, 2024, were accepted.**

169

170

171 **ELEVENTH ORDER OF BUSINESS** **Approval of March 7, 2024 Public Hearing**  
172 **and Regular Meeting Minutes**

173



174 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the  
175 March 7, 2024 Public Hearing and Regular Meeting Minutes, as presented,  
176 were approved.  
177

178  
179 **TWELFTH ORDER OF BUSINESS**

**Staff Reports**

180  
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182 **A. District Counsel: Kutak Rock LLP**

183 Mr. Eckert reported the following:

184 ➤ Regarding an earlier statement, in going over the Surveyor's affidavit, a bunch of open  
185 spaces were given back to the HOA, not the ponds. The ponds were not subject to the  
186 Surveyor's affidavit; they were correct on the plats.

187 ➤ In reviewing the EB-4 plats, two parcels have yet to be platted; an MI Homes tract and a  
188 Meritage tract.

189 ➤ Staff will continue to monitor the platting, as there are various deeds that go back and  
190 forth between the CDD and home builders for those areas. He prepared and sent sample deeds  
191 to MI Homes and Meritage representatives and copied Mr. Hindle.

192 ➤ For the plats that have dedications to the CDD that were corrected by the Surveyor's  
193 affidavit, he prepared and forwarded quitclaim deeds to HOA Counsel and copied Mr. Hindle  
194 and Mr. Kramer

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

196 Mr. Hindle reported the following:

197 ➤ A special meeting will be held on April 11, 2024 to review post-claim bids, as there were  
198 a few late bidders.

199 ➤ The TWA asked for a pipe size to be revised; Staff modified the plans and bid forms and  
200 extended the bid to April 16, 2024.

201 ➤ Mr. Hindle noted an error in the bid addendum. The correction will be made and revised  
202 bid addendums and a new bid form will be sent tomorrow morning.

203 ➤ The bid evaluation and award will occur at the May 2, 2024 meeting.

204 Discussion ensued regarding the bidders, the Y connection in the ED-6 North project, the  
205 off-site force main project, the utility agreement and the TWA.

206 C. District Manager: Wrathell, Hunt and Associates, LLC

207 Mr. Torres reported the following:

208 ➤ The proposed Fiscal Year 2025 budget will be presented at the May 2, 2024 meeting.

209 ➤ The July 4, 2024 meeting date was moved to July 10, 2024 at 2:30 p.m.

210 • UPCOMING MEETINGS

211 ➤ April 11, 2024 at 9:00 AM [Special Meeting]

212 ➤ May 2, 2024 at 9:00 AM [Regular Meeting]

213 ○ QUORUM CHECK

214 The April 11, 2024 meeting will be canceled. The next meeting will be held on May 2,  
215 2024.

216

217 THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

218

219 Mr. Wanas stated that he and Mr. Torres are streamlining the requisition process and  
220 are considering Docu-sign.

221 Mr. Torres explained the requisition/Docu-sign process that he utilizes for another  
222 client.

223 Discussion ensued regarding spam issues caused by Docu-sign and emails.

224

225 FOURTEENTH ORDER OF BUSINESS

Public Comments

226

227 There were no public comments.

228

229 FIFTEENTH ORDER OF BUSINESS

Adjournment

230

231 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the  
232 meeting adjourned at 9:53 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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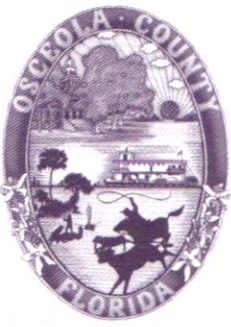
Secretary/Assistant Secretary

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Chair/Vice Chair

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

**STAFF**  
**REPORTS**



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 22, 2024

Ms. Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

RE: Edgewater East Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Edgewater East Community Development District as of April 15, 2024.

The number of registered voters within the Edgewater East CDD is 97 as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola

**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>April 11, 2024 CANCELED</b>	<b>Special 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> <i>Rescheduled to July 10, 2024</i>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 10, 2024</b>	<b>Regular Meeting</b>	<b>2:30 PM</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>