EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

December 5, 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

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

November 27, 2024

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on December 5, 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. Administration of Oath of Office to Elected Supervisors (Noah Breakstone - Seat 1, Kevin Mays - Seat 2] (*the following to be provided under separate cover)*

   A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

   B. Membership, Obligations and Responsibilities

   C. Sample Form 1: Statement of Financial Interests/Instructions

   D. Form 8B – Memorandum of Voting Conflict

4. Consider Appointment of Jody Pino to Fill Unexpired Term of Seat 5; *Term Expires November 2026*

   - Administration of Oath of Office to Jody Pino

5. Consideration of Resolution 2025-06, Electing and Removing Officers of the District, and Providing for an Effective Date

6. Discussion: Resolution 2020-21, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for Severability and an Effective Date

7. Review of Proposals for Cross Prairie Parkway North (CPP-North) Framework Roadway, Phase 1, Civil Site Work

   A. Respondents

   B. Ranking/Evaluation

   C. Authorization to Negotiate and Finalize Contract(s)

8. Consideration of Osceola County Property Appraiser Data Sharing and Usage Agreement

9. Consent Agenda

   A. Ratification Items

      I. Request to Transfer Environmental Resource and/or State 404 Program Permit

      II. Assignment of Impact Fee Credits [ED-5 Roadway, Phase 1 - TWA Upsizing Costs]

   B. Acceptance of Unaudited Financial Statements as of October 31, 2024

   C. Approval of Minutes

      I. November 7, 2024 Landowners' Meeting

      II. November 7, 2024 Regular Meeting

10. Staff Reports

   A. District Counsel: *Kutak Rock LLP*

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

   C. Field Operations: *Wrathell, Hunt and Associates, LLC*

   D. District Manager: *Wrathell, Hunt and Associates, LLC*

      - NEXT MEETING DATE: January 9, 2025 at 9:00 AM

         - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN MAYS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

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

Sincerely,

Ernesto Torres
District Manager

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

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District's Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 5, 2024:

____________________________ is appointed Chair

____________________________ is appointed Vice Chair

____________________________ is appointed Assistant Secretary

____________________________ is appointed Assistant Secretary

____________________________ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 5, 2024:

Robert Wanas — Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution.

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 5th day of December, 2024.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2020-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("Board") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner and to comply with Florida's Prompt Payment Act, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; compliance with Florida law; and the preservation of District assets or facilities.

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

Section 1. <u>**Continuing Expenses:**</u> The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.

2. The invoice must be pursuant to a contract or agreement authorized by the Board.

3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

4. The invoice amount will not cause payments to exceed the adopted budget of the District.

Section 2. **Non-Continuing Expenses:** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) are required to repair, control, or maintain, or preserve a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding $5,000 with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding $5,000 with approval of the District Manager and Chairman of the Board.

Section 3. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of July, 2020.

ATTEST:

Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

7B

Edgewater East Community Development District

REQUEST FOR PROPOSALS

CROSS PRAIRIE PARKWAY NORTH FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK

Scoring Criteria Ranking Sheet

	Preliminary Requirements	Price	Personnel & Equipment	Experience	Schedule	TOTAL SCORE
weight factor	**Pass/Fail**	**60**	**10**	**10**	**20**	**100**
RESPONDENT						

____
Board Member's Signature

____
Date

D. EVALUATION CRITERIA

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
CROSS PRAIRIE PARKWAY NORTH FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of $10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of $20,000,000 from a surety company acceptable to the District.

2. PRICE (60 Points Possible)

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

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

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

3. PERSONNEL & EQUIPMENT (10 Points Possible)

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

4. EXPERIENCE (10 Points Possible)

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

5. SCHEDULE (20 Points Possible)

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

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

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

100 Total Points Possible

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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KATRINA SCARBOROUGH, CFA, CCF, MCF
OSCEOLA COUNTY PROPERTY APPRAISER

Edgewater East CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Edgewater East CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2025** and shall run until **December 31, 2025,** the date if signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature:____________________

Print: Katrina S. Scarborough

Date:____________________

Edgewater East CDD

Signature:____________________

Print:____________________

Title:____________________

Date:____________________

Please returned signed original copy, no later than January 31, 2025

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS I

Request to Transfer
Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): 49-110015-P Application No(s).: 221012-36217 Acres to be Transferred: 126.14

Permitted Project: Edgewater East Phase ED-2 Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: Edgewater East Community Development District

Mailing Address: 2300 Glades Road

City: Boca Raton State: FL Zip: 33431

Telephone: E-mail:

[signature] 11/15/24

Signature of Proposed Permittee Date:

Kevin Mays Vice Chair

Name and Title

Enclosures:

☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records ☐ Copy of current plat(s) (if any), as recorded in the Public Records

☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)

☐ Other

From: Kevin Mays <kmays@btipartners.com>
Sent: Friday, November 15, 2024 10:38 AM
To: Craig Wrathell <wrathellc@whhassociates.com>
Cc: Cameron Hindle <chindle@hansonwalter.com>; Lane Register <Lane.Register@lennar.com>; Patty McLaughlin <patty.mclaughlin@lennar.com>; Patrick Bonin <Rob.Bonin@lennar.com>; Kathryn Farr <kathryn.farr@lennar.com>; Noah Helms <NHelms@hansonwalter.com>; Ernesto Torres <torrese@whhassociates.com>; michael.eckert@kutakrock.com; Craig Wrathell <wrathellc@whhassociates.com>
Subject: Re: ED-2 SFWMD Permit Transfer

On Nov 14, 2024, at 3:37 PM, Craig Wrathell <wrathellc@whhassociates.com> wrote:

ATTENTION! This message was sent by an external sender.

Kevin Mays

Good afternoon. When you get a moment, can you please sign the attached form as the Edgewater East CDD Vice Chair. Per Cameron's email below, it lists the CDD as an additional permittee due to the 'pond area' already being dedicated to the CDD.

Thanks Craig

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC
Toll-free: (877)276-0889
Phone: (561)571-0010
Fax: (561)571-0013
www.whhassociates.com

Mailing Address (for all payments and correspondence sent via US Mail):
P.O. Box 810036
Boca Raton, FL 33481

Physical Address (for all payments sent via express services):
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

<image001.png>

From: Cameron Hindle <chindle@hansonwalter.com>
Sent: Thursday, November 14, 2024 2:26 PM
To: 'Kevin Kramer' <kkramer@btipartners.com>; Lane Register <Lane.Register@Lennar.com>; Patty McLaughlin <patty.mclaughlin@lennar.com>; 'Patrick Bonin' <Rob.Bonin@Lennar.com>; Kathryn Farr <kathryn.farr@lennar.com>
Cc: Craig Wrathell <wrathellc@whhassociates.com>; Noah Helms <NHelms@hansonwalter.com>
Subject: RE: ED-2 SFWMD Permit Transfer

Good afternoon everyone,

I have forwarded the required documents I need signed from Kevin Kramer for the ED-2 SFWMD Permit Transfer and Construction Commencement. Now I just need the following applications signed, one by the CDD and one from Lennar.

Lennar,
Can you please sign the permit transfer form to be added to the SFWMD permit for your TPG LLC? I pulled up Sunbiz for this LLC and I see it shows Christopher Moore as the person with signature authority. Can he sign this application or can you have someone else sign it and provide a document showing their signature authority?

Craig,
Can you please sign or have someone from the CDD board sign the CDD application accepting the SFWMD permit as well? This does not put the liability of construction onto the CDD, it is just listing you as a additional permittee, due to the pond area being dedicated to the CDD already.

Please let me know if you all have any questions.

Thanks,
Cameron Hindle, P.E.
Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, FL 34741
Office: (407) 847-9433
Mobile: (407) 947-7170
Email: chindle@hansonwalter.com

From: Cameron Hindle
Sent: Thursday, September 19, 2024 10:31 AM
To: 'Kevin Kramer' <kkramer@btipartners.com>; 'Bobby Wanas' <bwanas@btipartners.com>; Lane Register <Lane.Register@Lennar.com>; Patty McLaughlin <patty.mclaughlin@lennar.com>; 'Patrick Bonin' <Rob.Bonin@Lennar.com>; Kathryn Farr <kathryn.farr@lennar.com>

Cc: wrathellc@whhassociates.com
Subject: ED-2 SFWMD Permit Transfer

All,

I spoke to SFWMD today about the ED-2 Permit and needing to submit a transfer to Lennar. The hard part is that Lennar has only bought a portion of the development and has not closed on the entire project area. To avoid getting a violation from SFWMD I believe we will need to add Lennar to the permit but also keep Edgewater Property Holdings on the permit. SFWMD also asked me to upload a letter from Edgewater Property Holdings stating that you accept the ownership transfer to "TPG AG EHC III (LEN) MULTI STATE 1, LLC".

The lady from SFWMD told me that she thinks we need to submit an ownership transfer form from the new owner which is "TPG AG EHC III (LEN) MULTI STATE 1, LLC" according to the property appraiser. Sunbiz currently shows the only authorized signer is Christopher Moore. If he is not the person that will be signing the transfer I will need to documentation from Lennar on someone else being able to sign on behalf of that LLC.

Lastly, I see on the property appraiser that the pond area has been transferred ownership to the CDD, this may require the CDD to also be added to the permit. I can try o submit the transfer first without the CDD but they may follow up and ask us to include the CDD as well. I just want to make sure you are all in the loop on this.

Thanks,
Cameron Hindle, P.E.
Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, FL 34741
Office: (407) 847-9433
Mobile: (407) 947-7170
Email: chindle@hansonwalter.com

Please note our office hours are:
Monday thru Thursday: 8am - 5pm
Friday: Closed (By Appointment Only)

We're also available anytime by appointment and ready to assist you!

<62-330_340_1_req_transfer_permit-CDD.pdf>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS II

ASSIGNMENT OF IMPACT FEE CREDITS

(ED-5 ROADWAY, PHASE 1 - TWA UPSIZING COSTS)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this "**Assignment**") is made and entered into as of the 24 day of November, 2024 (the "**Effective Date**"), by and between **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC,** a Delaware limited liability company, and EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (collectively the "**Assignor**") and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**," and "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Assignor is a party to that certain August 11, 2021, recorded Water and Wastewater Service, Annexation and Developer Agreement (2021-183R) (the "**Agreement**"); and

WHEREAS, the Agreement entitles Assignor to impact fee credits for the upsizing of certain oversized facilities for the Edgewater ED-5 Roadway Phase 1 project; and

WHEREAS, the constructed upsizing improvements include 2,211 LF of potable water main from an 8" to 12" ($117,269), 2,097 LF of reclaimed water main from an 8" to 12" ($127,315) and 2,101 LF sanitary force main from an 8" to 12" ($123,006); and

WHEREAS, the total upsizing cost is $367,590, generating a total of $367,590 of impact fee credits ("Impact Fee Credits"); and

WHEREAS, the District actually funded and constructed the upsizing improvements and is therefore entitled to any reimbursement or Impact Fee Credits generated as a result of the upsizing construction; and

WHEREAS, Assignor desires to assign the Impact Fee Credits to District and desires to direct Toho Water Authority to issue such credits in the name of the District.

NOW, THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment of Impact Fee Credits; Direction to Toho Water Authority. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits. Assignee hereby

assumes all of Assignor's right, title and interest in and to the Impact Fee Credits. Toho Water Authority is directed to issue the Impact Fee Credits in the name of the District, or if the Impact Fee Credits have already been issued in the name of the Assignor, to amend its records to show this assignment and the fact that the District is now the owner of the Impact Fee Credits.

3. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by the Toho Water Authority to formally transfer the Impact Fee Credits to Assignee.

4. Binding Effect. This Assignment and the rights and duties hereby created shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

6. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal liability in connection with this Assignment.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC, a Delaware limited liability company

By:______________________________
Name: Jordan Socaransky
Title: Vice President

By:______________________________
Name: Marc Porosoff
Title: Vice President and Secretary

EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC

By:______________________________
Name: Jordan Socaransky
Title: Vice President

By:______________________________
Name: Marc Porosoff
Title: Vice President and Secretary

[Signature Page of Assignee to Follow]

ASSIGNEE:

Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By: DocuSigned by: ____________________
Name: Kevin Mays
Title: Vice Chairman

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2024

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	$ 543,917	$ -	$ -	$ -	$ -	$ 543,917
Investments						
Revenue	-	391,195	645,379	-	-	1,036,574
Reserve	-	556,290	1,937,574	-	-	2,493,864
Prepayment	-	-	26,177	-	-	26,177
Construction	-	-	-	63,691	-	63,691
Project infrastructure	-	-	-	-	508,466	508,466
Construction - E2	-	-	-	-	34	34
Construction - E5	-	-	-	-	10	10
Construction - E6N	-	-	-	-	11	11
Cost of issuance	-	11,002	-	-	-	11,002
Undeposited funds	-	-	-	-	20,259	20,259
Due from DSF 2021	7,627	-	-	-	-	7,627
Due from DSF 2022	5,725	-	-	-	-	5,725
Total assets	$ 557,269	$ 958,487	$2,609,130	$ 63,691	$ 528,780	$ 4,717,357
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ 47,443	$ -	$ -	$ -	$ -	$ 47,443
Contracts payable	-	-	-	-	5,750	5,750
Retainage payable	-	-	-	-	826,520	826,520
Due to general fund	-	7,627	5,725	-	-	13,352
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	68,443	7,627	5,725	-	832,270	914,065
Fund balances:						
Restricted for:						
Debt service	-	950,860	2,603,405	-	-	3,554,265
Capital projects	-	-	-	63,691	(303,490)	(239,799)
Unassigned	488,826	-	-	-	-	488,826
Total fund balances	488,826	950,860	2,603,405	63,691	(303,490)	3,803,292
Total liabilities, deferred inflows of resources and fund balances	$ 557,269	$ 958,487	$2,609,130	$ 63,691	$ 528,780	$ 4,717,357

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ -	$ -	$ 373,787	0%
Assessment levy: off-roll	-	-	1,103,811	0%
Total revenues	-	-	1,477,598	0%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	4,000	48,000	8%
Legal	-	-	50,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	167	2,000	8%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	458	5,500	8%
DSF accounting & assessment rolls - Series 2022	458	458	5,500	8%
Telephone	17	17	200	9%
Postage	46	46	500	9%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	6,016	6,016	5,750	105%
Contingencies/bank charges	17	17	500	3%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	12,101	12,101	152,990	8%
Field operations				
Field operations management	-	-	75,000	0%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	-	-	19,524	0%
Streetlighting	-	-	107,296	0%
Repairs & maintenance	-	-	82,863	0%
Electricity	-	-	3,900	0%
Landscape maint.				
Maintenance contract	-	-	402,820	0%
Plant replacement	-	-	40,282	0%
Landscape contingency	-	-	40,282	0%
Irrigation	-	-	234,115	0%
Trash services	-	-	10,000	0%
Total field operations	-	-	1,018,582	0%
Other fees & charges				
Tax collector	-	-	7,787	0%
Total other fees & charges	-	-	7,787	0%
Total expenditures	12,101	12,101	1,179,359	1%
Excess/(deficiency) of revenues over/(under) expenditures	(12,101)	(12,101)	298,239	
Fund balances - beginning	500,927	500,927	14,675	
Unassigned	488,826	488,826	312,914	
Fund balances - ending	$ 488,826	$ 488,826	$ 312,914	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ -	$ -	$ 1,119,962	0%
Interest	3,221	3,221	-	N/A
Total revenues	3,221	3,221	1,119,962	0%
EXPENDITURES				
Debt Service				
Principal	-	-	430,000	0%
Interest	-	-	687,330	0%
Total debt service	-	-	1,117,330	0%
Other fees & charges				
Tax collector	-	-	23,333	0%
Total other fees and charges	-	-	23,333	0%
Total expenditures	-	-	1,140,663	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,221	3,221	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(2,168)	(2,168)	-	N/A
Total other financing sources	(2,168)	(2,168)	-	N/A
Net change in fund balances	1,053	1,053	(20,701)	
Fund balances - beginning	949,807	949,807	931,386	
Fund balances - ending	$ 950,860	$ 950,860	$ 910,685	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ -	$ 1,930,402	0%
Interest	8,160	8,160	-	N/A
Total revenues	8,160	8,160	1,930,402	0%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Interest	-	-	1,255,656	0%
Total debt service	-	-	1,930,656	0%
Excess/(deficiency) of revenues over/(under) expenditures	8,160	8,160	(254)	
Fund balances - beginning	2,595,245	2,595,245	2,561,050	
Fund balances - ending	$ 2,603,405	$ 2,603,405	$ 2,560,796	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	$ 237	$ 237
Total revenues	237	237
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	237	237
OTHER FINANCING SOURCES/(USES)		
Transfer in	2,168	2,168
Total other financing sources/(uses)	2,168	2,168
Net change in fund balances	2,405	2,405
Fund balances - beginning	61,286	61,286
Fund balances - ending	$ 63,691	$ 63,691

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

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	$ 7,767	$ 7,767
Total revenues	7,767	7,767
EXPENDITURES		
Construction costs - project infrastructure	222,128	222,128
Total expenditures	222,128	222,128
Excess/(deficiency) of revenues over/(under) expenditures	(214,361)	(214,361)
Net change in fund balances	(214,361)	(214,361)
Fund balances - beginning	(89,129)	(89,129)
Fund balances - ending	$ (303,490)	$ (303,490)

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

I

DRAFT

MINUTES OF MEETING
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Edgewater East Community Development District was held on November 7, 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:

Ernesto Torres	District Manager
Antonio Shaw	Wrathell, Hunt and Associates LLC
Mike Eckert	District Counsel
Shawn Hindle	District Engineer
Kevin Kramer	Board Member/Proxy Holder
Robert Wanas	Board Member
Justin Onorato	Board Member
Mike Osborn	BTI

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:06 a.m.

SECOND ORDER OF BUSINESS **Affidavit/Proof of Publication**

The affidavit of publication was provided for informational purposes.

THIRD ORDER OF BUSINESS **Election of Chair to Conduct Landowners' Meeting**

Mr. Torres served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS **Election of Supervisors [Seats 1, 2, 5]**

Mr. Torres stated that Mr. Kramer is the designated Proxy Holder of 927 voting units for the Landowner, Edgewater Property Florida Holdings III LLC. Mr. Kramer is eligible to cast up to 927 votes per seat.

A. Nominations

Mr. Kramer nominated the following:

Noah Breakstone	Seat 1
Kevin Mays	Seat 2

No nominations were made for Seat 5.

No other nominations were made.

B. Casting of Ballots

- **Determine Number of Voting Units Represented**

A total of 927 voting units were represented.

- **Determine Number of Voting Units Assigned by Proxy**

All 927 voting units were assigned by proxy.

Mr. Eckert stated Seats 1 and 2 will serve four-year terms and the Board will have to make an appointment for Seat 5.

Mr. Kramer cast the following votes:

Seat 1	Noah Breakstone	927 votes
Seat 2	Kevin Mays	927 votes

C. Ballot Tabulation and Results

Mr. Torres reported the ballot tabulation, results and term lengths, as follows:

Seat 1	Noah Breakstone	927 votes	4-Year Term
Seat 2	Kevin Mays	927 votes	4-Year Term

FIFTH ORDER OF BUSINESS **Landowners' Questions/Comments**

Mr. Kramer asked about the other two seats. Mr. Eckert explained that only one seat is vacant and the Board will have to appoint a replacement; however, Mr. Wanas, who is still in Seat 5, will continue to serve until such time as he chooses to resign or when a new individual is nominated and appointed.

SIXTH ORDER OF BUSINESS **Adjournment**

There being nothing further to discuss, the meeting adjourned at 9:10 a.m.

___________________________ ___________________________

Secretary/Assistant Secretary Chair/Vice Chair

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

II

MINUTES OF MEETING
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on November 7, 2024, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

Justin Onorato	Assistant Secretary
Kevin Kramer	Assistant Secretary
Robert "Bobby" Wanas	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Antonio Shaw	Field Operations Manager
Mike Eckert	District Counsel
Shawn Hindle	District Engineer
Mike Osborn	BTI

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Torres called the meeting to order at 9:10 a.m.

Supervisors Onorato, Kramer and Wanas were present. Supervisors Mays and Breakstone were absent.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Administration of Oath of Office to Newly Elected Supervisors (the following to be provided under a separate cover)**

A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

B. Membership, Obligations and Responsibilities

C. Sample Form 1: Statement of Financial Interests/Instructions

D. Form 8B – Memorandum of Voting Conflict

This item was deferred.

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2025-02, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-02 and recapped the results of the Landowners' Election as follows:

Seat 1	Noah Breakstone	927 votes	4-Year Term
Seat 2	Kevin Mays	927 votes	4-Year Term

Seat 5 remains vacant, with no nominations considered.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Resolution 2025-02, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-04. Mr. Kramer nominated the following slate:

Noah Breakstone	Chair
Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Justin Onorato	Assistant Secretary

This Resolution removes the following from the Board as of November 7, 2024:

Robert Wanas	Assistant Secretary

The following prior appointments by the Board remain unaffected by this resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, 2025-04, Electing, as nominated, and Removing Officers of the District, and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS **Ratification of OUC Easement for Underground Conduit, Infrastructure and Lines**

Mr. Eckert presented the Orlando Utilities Commission (OUC) Easement for Underground Conduit, Infrastructure and Lines. He explained that a homebuilder that installs electrical conduits along CDD-owned land outside the easement areas contacted him for permission to run electricity to their project. Staff negotiated a form of Easement Agreement with the OUC and received confirmation through some as-built drawings from the District Engineer showing that the lines are within the easement areas. The Agreement was executed by the Vice Chair and will be recorded as soon as OUC officials sign off on it.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the OUC Easement for Underground Conduit, Infrastructure and Lines, was ratified.

SEVENTH ORDER OF BUSINESS **Approval of Assignment of Impact Fee Credits (ED-5 Roadway, Phase 1 - TWA Upsizing Costs)**

Mr. Eckert presented the Assignment of Impact Fee Credits for ED-5 Roadway, Phase 1 - TWA Upsizing Costs. Basically, the CDD funded some of the infrastructure but, because the Development Agreement was between the Developer and the City, the impact fee credits were assigned to the Developer, who will transfer them to the CDD and the CDD will, in turn, sell the credits and use the proceeds from the sale to fund additional construction.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the Assignment of Impact Fee Credits for ED-5 Roadway, Phase 1 - TWA Upsizing Costs, was approved.

EIGHTH ORDER OF BUSINESS **Approval of Temporary Construction Easement [Beazer Pond Reconfiguration for ED-4 and ED-5]**

Mr. Eckert presented the Temporary Construction Easement for Beazer Pond Reconfiguration for ED-4 and ED-5. He explained that Beazer Homes is developing a parcel of land adjacent to some of the CDD's stormwater ponds. To help facilitate the reconfiguration of the ponds, the CDD can grant a temporary construction easement to the Developer; the work will be at no cost to the CDD. Mr. Eckert recommended approval, in substantial form, pending official sign-off from the Developer. This will likely be followed by a re-plat to adjust the property boundaries to match what is ultimately developed.

Asked if there is a sketch of the project, Mr. Eckert stated there is only a legal description that highlights the existing stormwater tracts.

On MOTION by Mr. Onorato and seconded by Mr. Kramer, with all in favor, the Temporary Construction Easement for Beazer Pond Reconfiguration for ED-4 and ED-5, in substantial form, was approved.

NINTH ORDER OF BUSINESS **Approval of Sub-Permittee Authorization Agreement [Eagle Incidental Take Permit]**

Mr. Wanas explained that there is an eagle's nest adjacent to one of the CDD-owned lakes and, since Lennar has an easement to access the property to work on improvement projects, they must be deemed a sub-permittee in order to work within certain zones of the eagle permit area. He asked for approval for Lennar to be a sub-permittee with the same rights as the CDD because the permit is only to the ownership of the development. The permit must be transferred to the CDD, as well; so, there are two parts.

Mr. Eckert stated the motion should be to authorize a permit transfer from the Developer to the CDD and then to authorize the CDD to pay for Lennar to be a sub-permittee under the Agreement.

Asked who will oversee the permit transfer, Mr. Wanas stated he will coordinate with Mr. Eckert.

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, authorizing a permit transfer from the Developer to the CDD and authorizing Lennar to be a sub-permittee under the Agreement, was approved.

TENTH ORDER OF BUSINESS **Approval of Cross Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work Evaluation Criteria; Authorization to Publish RFP**

Mr. Torres presented the Cross Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work Evaluation Criteria.

Discussion ensued regarding the evaluation criteria.

On MOTION by Mr. Onorato and seconded by Mr. Wanas, with all in favor, the Cross Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work Evaluation Criteria and authorization to publish the RFP, were approved.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-05, Approving and Directing Reimbursement from the Series 2021 Acquisition and Construction Account to the Series 2022 Acquisition and Construction Account for Funds Advanced; Providing for Severability, Conflicts, and an Effective Date**

Mr. Torres presented Resolution 2025-05 and read the title.

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Resolution 2025-05, Approving and Directing Reimbursement from the Series 2021 Acquisition and Construction Account to the Series 2022 Acquisition and Construction Account for Funds Advanced; Providing for Severability, Conflicts, and an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS **Consideration of Bio-Tech Consulting Proposal No. 24-2060 for Environmental Services Maintenance and Monitoring**

Mr. Torres presented the Bio-Tech Consulting Proposal No. 24-2060 for Environmental Services Maintenance and Monitoring. This is related to a bi-annual County requirement; the plan was created over all of the CDD area.

Mr. Torres will follow up with Ms. Kate John to see if an agreement is necessary.

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Bio-Tech Consulting Proposal No. 24-2060 for Environmental Services Maintenance and Monitoring, was approved.

THIRTEENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of September 30, 2024**

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

FOURTEENTH ORDER OF BUSINESS **Approval of October 3, 2024 Regular Meeting Minutes**

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the October 3, 2024 Regular Meeting Minutes, as presented, were approved.

FIFTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

Mr. Eckert reported the following:

- ➢ Supervisors must complete their four-hour ethics training requirement by December 31, 2024. Anyone resigning from the Board before the end of the year does not have to complete the training.
- ➢ Anti-human trafficking affidavits are now required from every vendor that the CDD contracts with.
- ➢ Work is underway with Junior Davis to finalize their contract and with Toho and other Developers.

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

There was no report.

C. Field Operations: Wrathell, Hunt and Associates, LLC

The October Field Operations Status Report was provided for informational purposes.

The Board and Staff discussed the items on the Status Report, the Down to Earth (DTE) tree warranty language, a dispute with BrightView, irrigation, the islands, dog waste stations, the ponds, Toho, storm-damaged trees, one DTE proposal to re-stake a tree, no DTE tree replacement proposals, whether to terminate the DTE maintenance contract, Staff's ability to authorize maintenance projects in between meetings and a spending cap.

Regarding a $16,000 invoice from BrightView, the consensus was to hold $12,000 and pay the balance.

Regarding Staff spending thresholds, Mr. Eckert stated the Board will decide the thresholds and he will prepare and present a spending resolution at the next meeting.

Mr. Shaw presented the following:

I. Down To Earth Estimates

a. #98716 Weed Mitigation [$10,400]

b. #98850 Walking Trail Clean Up [$1,625]

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, DTE Estimates #98716 for Weed Mitigation, in the amount of $10,400, and #98850 for Walking Trail Clean Up, in the amount of $1,625, were approved.

c. #99091 Irrigation Trouble Shooting on Cross Prairie Blvd [$340]

Mr. Shaw stated he previously approved this quote, as it was an emergency item.

d. #99734 Hurricane and Severe Weather Clean Up [$3,400]

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, DTE Estimate #99734 for Hurricane and Severe Weather Clean Up and tree re-staking, in the amount of $3,400, was approved.

II. Down To Earth Landscape & Irrigation Estimates

a. #96602 PCO #2 Mowing Property Per Map - Clay Road [$4,364.25]

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, DTE Estimate, #96602 for PCO #2 Mowing Property Per Map - Clay Road, in the amount of $4,364.25, was approved.

b. #96602 PCO #2 Mowing Property Per Map - Lift Station [$4,364.25]

Mr. Eckert stated Items 15IIa and b are construction-related items; he will prepare a change order for them.

Mr. Shaw stated the lift station item was done by an unknown contractor and need not be approved.

III. The Lake Doctors, Inc. Water Management Agreement

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Lake Doctors, Inc. Water Management Agreement, was approved.

D. District Manager: Wrathell, Hunt and Associates, LLC

Mr. Torres presented the following:

- **Ratification of ED5 Landscape Maintenance Agreement**

On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the ED5 Landscape Maintenance Agreement, was ratified.

- **Consideration of GAI Consultants Proposals**
  - **North Cross Prairie Parkway Construction Administration**

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the North Cross Prairie Parkway Construction Administration Proposal, was approved.

  - **North Cross Prairie Parkway Roadway - Bidding Assistance**

    This item was not addressed.

- **NEXT MEETING DATE: December 5, 2024 at 9:00 AM**
  - **QUORUM CHECK**

SIXTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

- **Acceptance of Resignation of Robert Wanas from Seat 5.**

This was an addition to the agenda.

Mr. Wanas announced his resignation from the Edgewater East CDD Board.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the resignation of Robert Wanas from Seat 5, was accepted.

SEVENTEENTH ORDER OF BUSINESS Public Comments

No members of the public spoke.

EIGHTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the meeting adjourned at 10:23 a.m.

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Secretary/Assistant Secretary Chair/Vice Chair

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS C

Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Antonio D. Shaw – Operations Manager
DATE: November 26, 2024
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- **Brightview**
  1. Paid final invoice minus $12,025 to offset work that needs to be done.
  2. Email send to M. Eckert on 11/8/24 to send email to Brightview declining their counter offer.

- **Down 2 Earth**
  1. Estimate 100717 for $21,403.75 to resod lift station area on Cross Prairie. Recommendation is to approve.
  2. Vendor agreed to replace 2 palms (1 on ED5 and 1 on Cross Prairie) under warranty.
  3. Need M. Eckert to review install agreement to understand if other trees can be covered under warranty.
  4. Irrigation repairs approved for $8,028.42, need to be ratified.

- **Ponds**
  1. Lake Doctors will start treating the swale on Cross Prairie in December.

MISC. FIELD OPERATION UPDATES

- Phil Salazar, Development Manager with Jones Homes advised they will be drawing up a maintenance agreement to present to the district where they will maintain the trees planted in Tracts A and 2033 along with the trash can and dog station on Knotty Pine. Once received will forward to counsel for review.

Down to Earth

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100717

Customer Address	Billing Address	Physical Job Address
Edgewater East CDD ,	District AP Edgewater East CDD 2300 Glades Road Suite 410W Boca Raton, FL 33431	Edgewater East CDD Cross Prairie Pkwy & Clay Whaley Rd. St. Cloud, FL 34772

Job	Estimated Job Start Date	Proposed By	Due Date
Enh Proposal – Sod at Lift Station_11-15-24	November 1, 2024	Gabriel Wood	

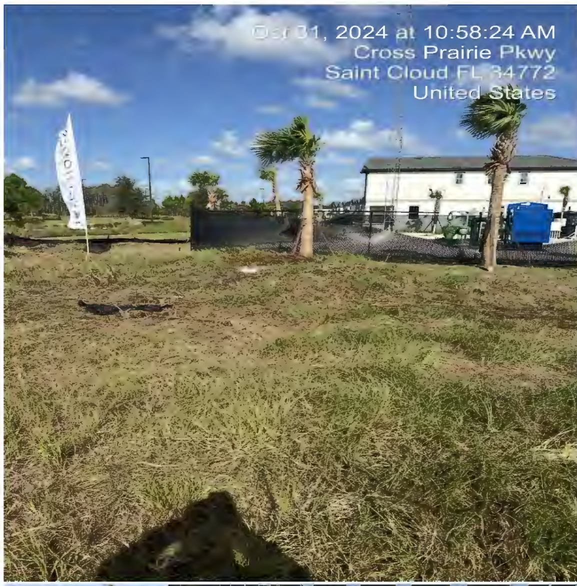
Estimate Details

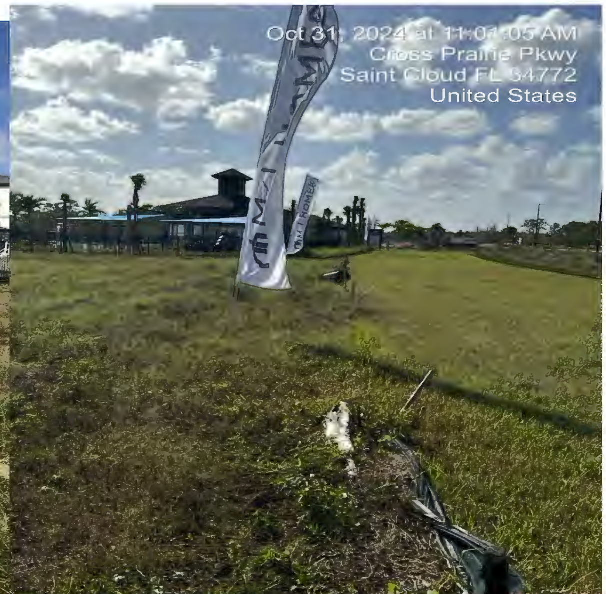
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Grading				$3,500.00
Debris Removal and Disposal Fee	Each	1	$250.00	$250.00
Irrigation Labor	Each	2	$85.00	$170.00
Bahia Sod-25,200 square feet	Pallet	63	$256.25	$16,143.75
Watering for 2 weeks				$1,000.00
Irrigation Repairs				
Irrigation Labor				$340.00

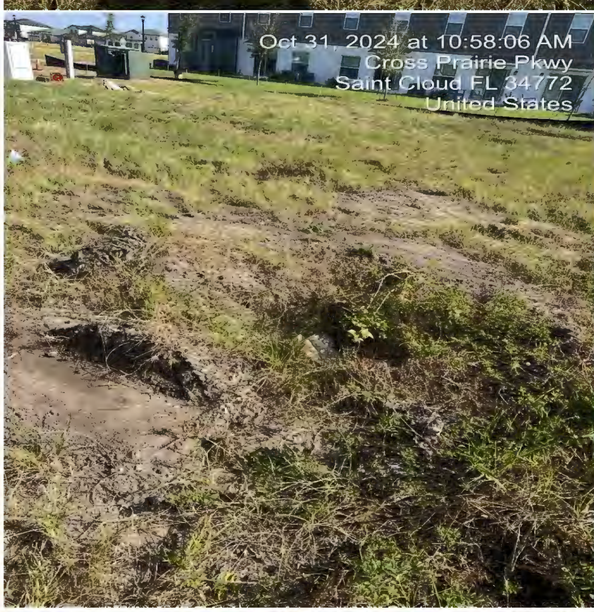
Subtotal	**$21,403.75**
Estimated Tax	$0.00
Job Total	**$21,403.75**

This proposal is for the lift station at Edgewater East CDD. This area is located on the south end of the cross prairie blvd. I have included some images of the area of the conditions that it is currently in. there are some dirt piles and holes in the ground. the area is not level. we will grade out the area to make it in the conditions to put down Bahia. after the install we will need to water the Bahia until it establishes. For us to water it i have included some irrigation time on this proposal for us to do so. during this process we will remove the black fence/ trash that is surrounding this area.

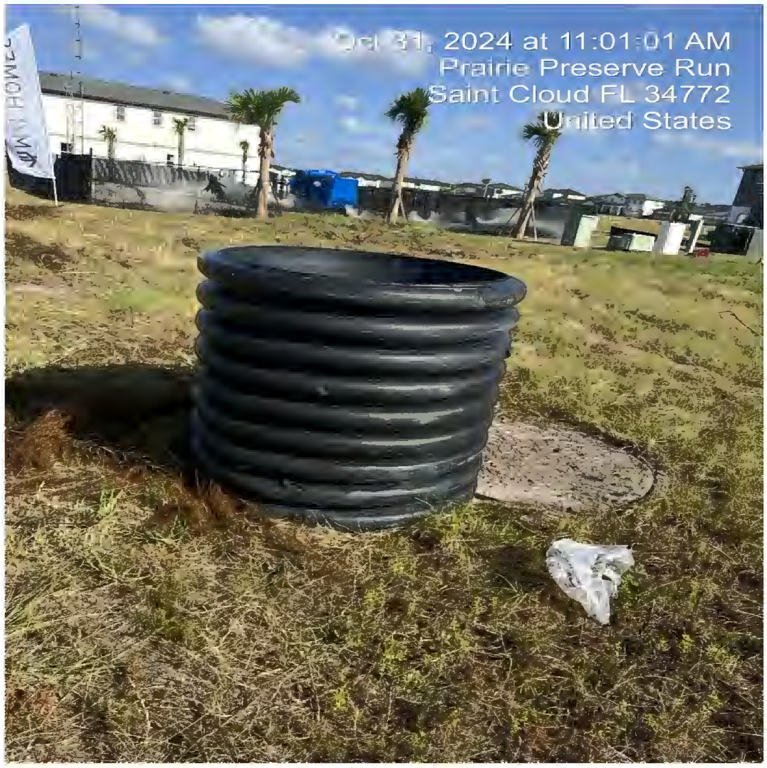
The measurement for sod is 105x239 is 25,095 square feet that is not a complete number is it 62.7 pallets i need to go up to 63 pallets of sod and the total will be 25,200 square feet. Please note that this area doesn't have irrigation to water the grass in the ground until the roots establish. i am adding a line item for watering the grass for 2 weeks until the roots establish.







Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.



Proposed By:

Gabriel Wood
Down to Earth

11/20/2024
Date

Agreed & Accepted By:

Edgewater East CDD

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Down to Earth

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #102582

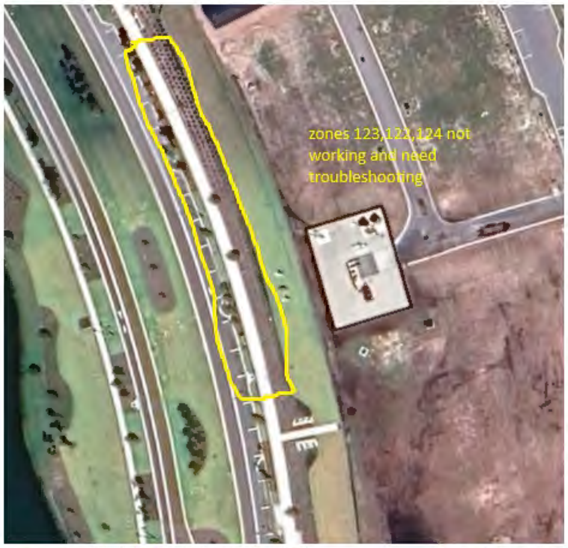
Customer Address	Billing Address	Physical Job Address
Edgewater East CDD ,	District AP Edgewater East CDD 2300 Glades Road Suite 410W Boca Raton, FL 33431	Edgewater East CDD Cross Prairie Pkwy & Clay Whaley Rd. St. Cloud, FL 34772

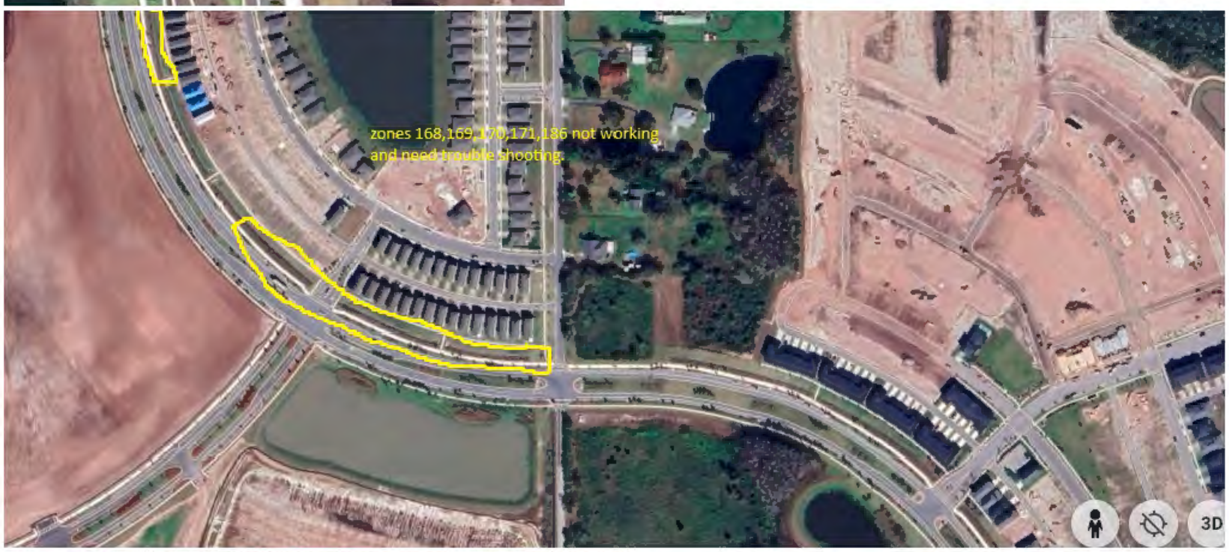
Job	Estimated Job Start Date	Proposed By	Due Date
Cross prairie irrigation trouble shooting on Edgewater East CDD	November 4, 2024	Gabriel Wood	

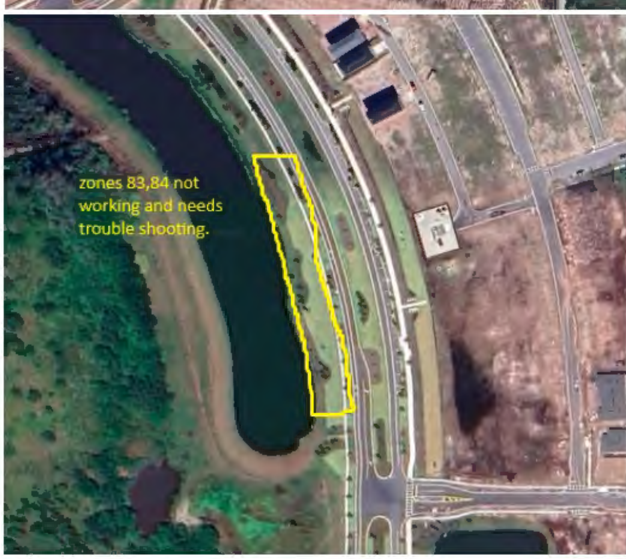
Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Repairs				
Irrigation Labor				$5,100.00
1806-NSI RAINBIRD 6 INCH NO SI.	Each	16	$7.26	$116.20
Rain Bird 1812 Spray Body 12 in. Pop Up 12" RB 1800 POP-UP SPRAY HEAD	Each	23	$14.47	$332.72
5006 Series 6" Riser	Each	4	$46.59	$186.35
12" rotor	Each	8	$191.25	$1,530.00
Hunter MP Rotator MP2000 nozzle 13 ft. - 21 ft. 360 degree	Each	11	$12.91	$141.96
Hunter Pro Nozzle Adjustable Arm 10', 0-360 degree	Each	57	$1.97	$112.20
118-20 NDS 12/BX 2" SLIP FIX COUPLING	Each	2	$25.89	$51.77
2" Valve	Each	1	$457.22	$457.22
			Subtotal	**$8,028.42**
			Estimated Tax	$0.00
			Job Total	**$8,028.42**

This proposal is for fixing all the zones we trouble shot for Edgewater East CDD. There are 20 zones not currently working we will need more time to find out what is causing these issues. We have 16 broken 6-inch pop up heads, we have 57 broken nozzles, we have 2 lateral lines broken, lateral lines are the smaller irrigation lines hat come off of the main line to certain zones. We found 23 broken 12-inch pop up spray heads, we found 4 6inch rotors broken, we also found 8 broken 12-inch rotors and we found 1 valve that is broken and needs to be replaced. The maps below show the zones that currently are not working, and we need to trouble shoot these.







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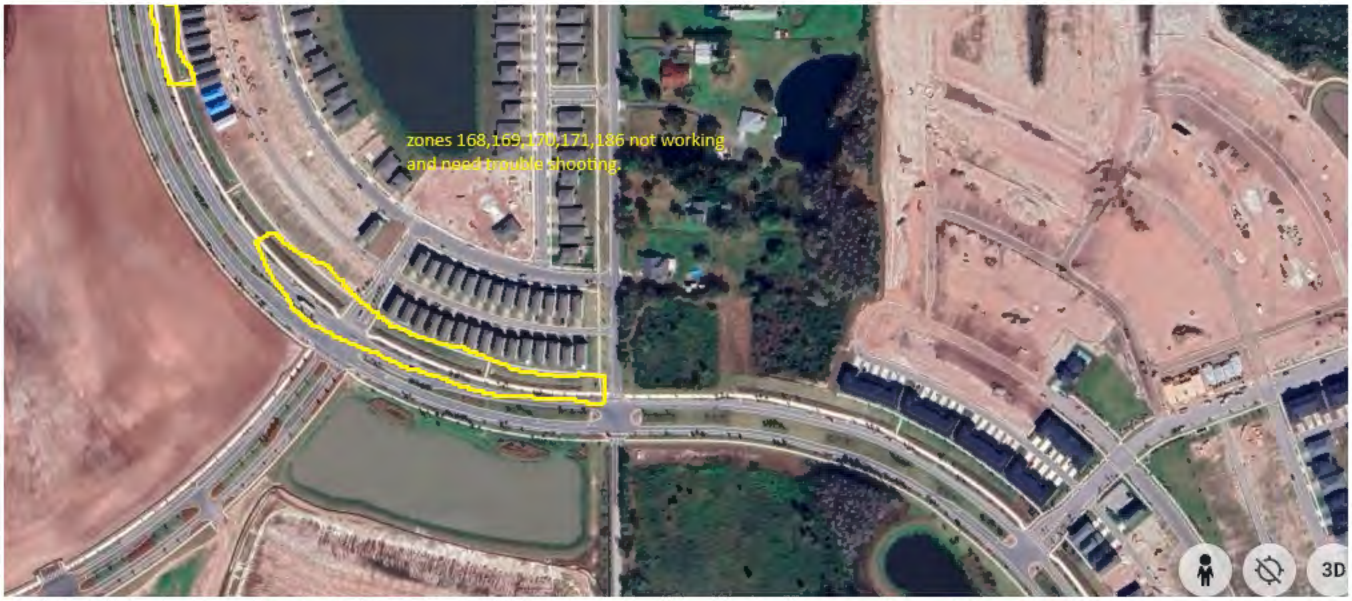

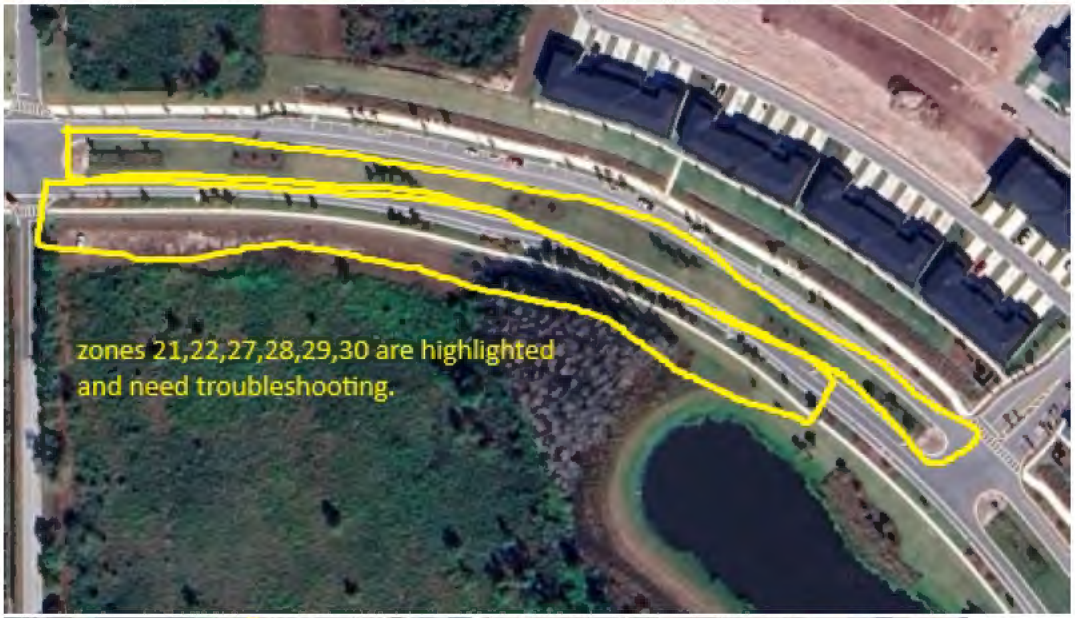

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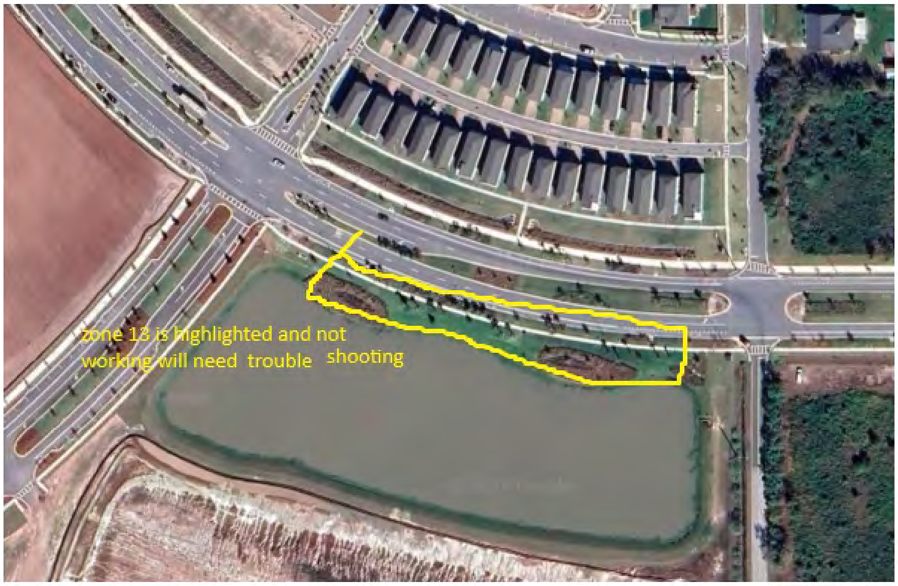

Proposed By:

Gabriel Wood
Down to Earth

11/16/2024
Date

Agreed & Accepted By:

Edgewater East CDD

Date

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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	**Regular Meeting**	**9:00 AM**
November 7, 2024	**Landowners' Meeting**	**9:00 AM**
November 7, 2024	**Regular Meeting**	**9:00 AM**
December 5, 2024	**Regular Meeting**	**9:00 AM**
January 9, 2025*	**Regular Meeting**	**9:00 AM**
January 22,2025	**Special Public Meeting: Bid Opening** *RFP Cross Prairie Parkway South Framework Roadway, Phase 2 Civil Site Work*	**11:00 AM**
February 6, 2025	**Regular Meeting**	**9:00 AM**
March 6, 2025	**Regular Meeting**	**9:00 AM**
April 3, 2025	**Regular Meeting**	**9:00 AM**
May 1, 2025	**Regular Meeting**	**9:00 AM**
June 5, 2025	**Regular Meeting**	**9:00 AM**
July 3, 2025	**Regular Meeting**	**9:00 AM**
August 7, 2025	**Regular Meeting**	**9:00 AM**
September 4, 2025	**Regular Meeting**	**9:00 AM**

Exception

**January meeting date is one (1) week later to accommodate New Year's Day.*