

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

February 6, 2025

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

January 30, 2025

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

ATTENDEES:

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

Note: Meeting Time

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on February 6, 2025 at 9:30 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. Evaluation of Proposals for Cross Prairie Parkway ED6S Framework Roadway, Phase 2 Civil Site Work
4. Consideration of Doody Calls Proposal for Full-Service Pet Waste Station Service and Installation Program
5. Consideration of Down To Earth Work Authorization Number 1 for Additional Services for Landscape and Irrigation Maintenance Services, Cross Prairie Parkway
6. Consideration of Special Warranty Deed [Clay Whaley Road Extension]
7. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of December 31, 2024
 - B. Approval of January 9, 2025 Regular Meeting Minutes
8. 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: March 6, 2025 at 9:00 AM [Public Hearing and Regular Meeting – Force Main Fee]

○ QUORUM CHECK

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

9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

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

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

CROSS PRAIRIE PARKWAY SOUTH ROADWAY, PHASE 2 CIVIL SITE WORK

EVALUATION CRITERIA MATRIX

PROPOSER	PRELIMINARY REQUIREMENT	PRICE	PRICE REASONABLENESS	PERSONNEL & EQUIPMENT	EXPERIENCE	SCHEDULE	SCHEDULE REASONABLENESS	TOTAL POINTS
	PASS/FAIL	45 POINTS	15 POINTS	10 POINTS	10 POINTS	10 POINTS	10 POINTS	100 POINTS
MJC Land Dev.								
Hughes Bros.								
SDC								
Jr. Davis								
Jon M. Hall								
	NOTES							

Completed by: _____ Date: _____

Board Member's Signature

Printed Name of Board Member

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
CROSS PRAIRIE PARKWAY SOUTH FRAMEWORK ROADWAY, PHASE 2 CIVIL SITE
WORK**

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$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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DoodyCalls of Orlando
5701 Surprise Lily Dr
Winter Garden, FL 34787
Cell: 407-967-3786
Email: jjohnson@doodycalls.com



Edgewater East CDD

To: Antonio Shaw
Date: February 01, 2025

The following is a proposal for a full-service pet waste station service and installation program.



Contents

SECTION 1: OFFICIAL PROPOSAL.....	3
SECTION 2: OTHER REMARKS	4



SECTION 1: OFFICIAL PROPOSAL

PRICE AUTHORIZATION

This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiation, representations, or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. This contract is valid for October 1, 2024 – September 30, 2025. Any termination of this agreement will require 30 days of notice.

Contractor Name DoodyCalls of Orlando

Address 5701 Surprise Lily Dr

City, State, Zip Winter Garden, FL 34787

Telephone 407-967-3786

Date 02/01/2025

PROPOSAL A: Bi-Weekly Service with 21 waste removals

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment, and services necessary to perform the Pet Waste Station Services for the below stated project, for an annual fee of (inclusive of all state and local sales tax): **BID SUMMARY**

SERVICES BID:

Service Description	Unit	Unit Cost	Weekly Totals
Pet Waste Station Management – Every Other week	7 units	\$14.00/ea	\$98.00
Trash Removal Service – Every Other Week	14 units	\$10.00/ea	\$140.00
Total per Visit			\$238.00

Notes:

- Price includes costs associated with pet waste station roll bags utilized for single-use waste pickup from residents.
- Pet waste station price includes liners for the pet waste stations.
- Trash removal price includes 65-gallon trash replacement bag for each trash can.
- We also provide cleaning services which includes scooping of all common areas, dog parks, etc., for any remaining pet waste, litter, cigarette butts, etc. for an additional charge based upon the overall size of the area to be cleaned



- All DoodyCalls Doggie Waste Bags are 0.9 mm thick, making them one of the most tear-resistant bags available.

SECTION 2: OTHER REMARKS

DoodyCalls Additional Value-Added Services:

Value Added Suggestions and Services for your residents and Management staff.

- Incorporate or increase your "Pet Rent" policy onto existing, new, or renewing residents to help with the expense of the Pet Waste Management services
- Incorporate DoodyCalls waste removal services into your overall waste management allocation to the residents
- Provided copy of property Site Plan to give to residents showing location of pet waste stations. Updating as necessary with new installations
- Resident Compliance handout/mailout to help educate dog-owning residents on "Why you need to pick up after your pet". Typically includes letter from the management company stating "why" we made this investment, site map showing station locations, Pet Waste dangers, Pooper Scooper Law, etc

Why Doody Calls:

- We maintain and service your existing and future pet waste stations (replacement of can liners, litter bags, station maintenance)
- We sell, install, and service quality DC branded pet waste stations and waste baggies
- We clean and sterilize our equipment between scoopings (one property to the next)
- We will save you money on the expense of competitor litter bags and can liners
- We work with property management to design a pet waste station plan that meets Federal Fair Housing and American with Disabilities Act guidelines



- We will work with property management to drive resident compliance and enforce city "Pooper Scooper Law"
- Upon request, we leave with the office our Community Work Order form indicating our arrival on site and the products/services performed
- We communicate with management on any exterior observations we find during service visit
- We are fully insured and drive clearly marked DoodyCalls service vehicles
- Our employees are uniformed, courteous, and professional
- We are "GREEN" driven

Terms and Conditions

- Invoices will be sent monthly
- Payment terms NET 30

Important Notes:

- DoodyCalls of Orlando is fully Workers Compensation insured
- All technicians are BulliRay Dog Bite Precaution Certified
- We are an approved VIVE Vendor

Additional Added Services:

- A complimentary radius of 6 feet will be cleaned around each pet waste station during each service. This will include litter, pet waste, cigarette butts etc.

I would like to sincerely thank The **Edgewater East CDD** for the opportunity to offer our pet waste and litter management services as part of your overall amenities offering and resident acquisition/retention strategies. If you have any questions or comments regarding the **DoodyCalls** offer, please do not hesitate to contact me.

Thank you,

Jesse Johnson – Owner, DoodyCalls



Agreement Acceptance

Proposal(s) Selected: A

Dispenser: Roll

Owner/Owner Representative:

_____(Print)

_____(Sign) _____(Date)

DoodyCalls:

_____(Print)

_____(Sign) _____(Date)

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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**WORK AUTHORIZATION NUMBER 1
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated January **21st** 2025, 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, Cross Prairie Parkway*, effective October 1, 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 in Exhibit A, attached hereto ("Additional Services").

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor Six Thousand Forty-Nine Dollars (\$6,049) per month, for a total annual amount of Seventy-Two Thousand Five Hundred Eighty-Eight Dollars (\$72,588.00). 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:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

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

Corvin Farmer

1-21-25

By: _____

Its: _____

By: Corvin Farmer

Its: Regional Operations Leader

Exhibit A Proposal for Additional Services

LANDSCAPE & IRRIGATION PROPOSAL

ED6 ROADWAY PHASE 1 AND PONDS
Edgewater East Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Price Summary

Base Maintenance	\$61,230.00	Annually
Irrigation Maintenance	\$ 6,864.00	Annually
Fert/Pest Control Service	\$ 4,494.00	Annually

Total \$72,588.00

Monthly \$6,049.00

Pricing valid for 30 days.

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

Pricing from supplied construction plans

ADDITIONAL SERVICES

Pricing for additional services is subject to change based on current market rates at time of quote.

<u>Service</u>	<u>Quantity</u>	<u>Contract or Additional</u>	<u>Price</u>	<u>Unit</u>
Mulch	Per Yard	Additional	\$75	Per CY
Annuals 4" Pots	Per install/rotation	Additional	\$ 2.95	Per Each
Standard Palms	Per Palm Trim	Additional	\$55	Per Trim
Washingtonian Palm	Per Palm Trim	Additional	\$65	Per Trim
Specialty Palm	Per Palm Trim	Additional	\$ 165	Per Each
Leaf Cleanup	Per Hour	Additional	\$75	Per Hour

PROPOSED TERMS & SCOPE OF SERVICES

LANDSCAPE MAINTENANCE PROGRAM

TURF GRASS SPECIFICATIONS

i. Mowing

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

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

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

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

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

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

Mowing of the ponds will include Ponds 1, 8 and 9. See Exhibit B for map of locations.

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings, approx 42 times annually. The shape and configuration of plant beds will be maintained.

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

iii. Trimming

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

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas, approx 42 times annually.

iv. Debris Removal

DTE shall remove all landscape debris generated on the property during scheduled landscape maintenance, including naturally fallen palm fronds. DTE will also police for trash during each scheduled service visit.

v. Fertilization

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

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

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

vi. Insect & Disease Control

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

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

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

Fert

PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

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

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

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

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

ii. Tree Pruning

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

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

iii. Palm Pruning

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

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

iv. Crape Myrtle Pruning

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

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

v. Edging and Trimming

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

vi. Fertilization

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

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

vii. Insect and Disease Control

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

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

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

IRRIGATION

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

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

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE shall include an irrigation damage allowance for the repair of (8) standard irrigation heads and filters monthly, repaired at no additional charge to the customer. DTE must submit requests for additional repairs above the irrigation damage allowance to customer and receive written acceptance prior to additional repairs. Customer may authorize up to \$500 per month through written acceptance without CDD Board approval.

MULCHING

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

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

ANNUAL FLOWERS MAINTENANCE PROGRAM

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

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

ADDITIONAL SERVICES

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

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

Scope Calendar

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	21
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Fertilization	✓		✓		✓					✓			4
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
PLANT BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Fertilization				✓						✓			2
Prune	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Disease Control		✓		✓		✓			✓		✓		6
Insect Control		✓		✓		✓			✓		✓		6
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control Tree Rings	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Pruning up to 12' hgt.		✓			✓			✓			✓		4
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Monthly Wet Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Porter Debris/ Litter Removal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42

The scope above is representative of services, there may be times where weather conditions impact the planned service schedule. Additionally, fertilization and other chemical applications may vary based on local conditions. Standard Irrigation rates apply during business hours of 7am to 5pm, Monday to Friday. Off-hour's work requires a 50% premium to the rate.

Exhibit B: Landscape Maintenance Map



EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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Prepared by and after
recording return to:
Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this ____ day of _____, 2025, by **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company doing business in Florida as Edgewater Property Florida Holdings, LLC ("Grantor") whose mailing address is 401 E Las Olas Blvd, Suite 1870, Fort Lauderdale, FL 33301 to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established under Chapter 190 of the Florida Statutes, whose post office address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of the following described land in Osceola County, Florida described on the attached **Exhibit A** ("Subject Property").

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all matters of public record.

[Signature page to follow]

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

“GRANTOR”

WITNESSES:

EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC

Witness Signature
Printed name: _____
Address: _____

By: _____
Its: _____

Witness Signature
Printed name: _____
Address: _____

Witness Signature
Printed name: _____
Address: _____

By: _____
Its: _____

Witness Signature
Printed name: _____
Address: _____

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2025, by _____ as _____ of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____ 2025, by _____
as _____ of Edgewater Property Holdings, LLC, a Delaware limited
liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, for
and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced
_____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

SUBJECT PROPERTY

Legal Description:

A parcel of land being a portion of Lots 121, 122, 123 and 124 of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the Plat thereof as recorded in Plat Book B, Page 55, of the Public Records of OSCEOLA County, Florida and being more particularly described as follows:

The South 47.01 feet of said Lots 123 & 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST,

TOGETHER WITH:

Commence at the South 1/4 corner of Section 17, Township 26 South, Range 30 East, Osceola County, Florida; thence run North 89°30'02" West, a distance of 1337.58 feet; thence run North 00°38'34" West, a distance of 20.01 feet to a point on the existing North right-of-way line of Clay Whaley Road; said point being the Southeast corner of Lot 122 and the Point of Beginning; thence run North 89°30'02" West along said North right-of-way line, a distance of 1085.18 feet; thence departing said North right-of-way line, run North 10°10'23" East, a distance of 20.29 feet; thence run South 89°30'02" East, a distance of 610.22 feet; thence run North 00°29'58" East, a distance of 27.00 feet; thence run South 89°30'02" East, a distance of 470.61 feet to a point on the West line of said Lot 122; thence run South 00°38'34" East along said East line, a distance of 47.01 feet to the Point of Beginning.

(RIGHT OF WAY DEDICATION)

A parcel of land being a portion of Lots 121, 122, 123, and 124, The Seminole Land and Investment Company's Subdivision of Section 17, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 55 of the Public Records of Osceola County, Florida and being more particularly described as follows:

The South 47.01 feet of said lots 123 & 124, The Seminole Land and Investment Company's Subdivision of Section 17, Township 25 South, Range 30 East,

Together with:

Commence at the South 1/4 corner of Section 17, Township 26 North, Range 30 East, Osceola County, Florida; thence run North 89°30'02" West, a distance of 20.01 feet; thence run North 89°30'02" West, a distance of 1337.58 feet; thence run North 89°30'02" East, a distance of 161.22 feet; thence run North 89°30'02" East, a distance of 610.22 feet; thence run North 00°29'58" East, a distance of 20.29 feet; thence run South 89°30'34" East, a distance of 470.61 feet; thence run South 89°30'02" East, a distance of 47.02 feet to the Point of Beginning.

Containing 93,355 square feet or 2.14 acres, more or less.

[illegible]

THIS IS NOT A SURVEY

OSCEOLA COUNTY FLORIDA

 **HWA**
8 BROADWAY, SUITE 104, NASSAU, FL 34741-5708
PHONE (407) 847-8433 FAX (407) 847-2469
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

DESCRIPTION	NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SHEET NO. 1 of 1	JOB# 4288-18
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SKETCH OF LEGAL DRAFTING

IDA

A COUNTY FLOOR

071030300

HWA
Associates, Inc.

SUITE 104, KISSIMMEE, FL 34758
(407) 847-9433 FAX (407) 847-9434
ENGINEERING, SURVEYING AND PLANNING
Walter & Associates, Inc.



8 BROADWAY, NEW YORK, N.Y. 10004
PHONE (212) 512-1111
ENGINEERING
Hanson

REVISIONS

[illegible]

FB#	SEC
PAGE	TWP
SCALE 1" = 200'	ROE
DATE 12-12-23	

THIS FORM
IS TO BE
USED FOR
REVISIONS OR
REWORKS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 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	\$1,893,291	\$ -	\$ -	\$ -	\$ -	\$ 1,893,291
Investments						
Revenue	-	66,734	248,147	-	-	314,881
Reserve	-	556,290	1,930,409	-	-	2,486,699
Prepayment	-	-	22,707	-	-	22,707
Construction	-	-	-	66,050	-	66,050
Project infrastructure	-	-	-	-	261,901	261,901
Construction - E2	-	-	-	-	34	34
Construction - E5	-	-	-	-	10	10
Construction - E6N	-	-	-	-	11	11
Cost of issuance	-	11,083	-	-	-	11,083
Due from Landowner	510,764	-	-	-	-	510,764
Due from general fund	-	1,035,616	-	-	-	1,035,616
Due from DSF 2022	5,725	-	-	-	-	5,725
Due from other	4	-	-	-	-	4
Utility deposit	240	-	-	-	-	240
Total assets	<u>\$2,410,024</u>	<u>\$1,669,723</u>	<u>\$2,201,263</u>	<u>\$ 66,050</u>	<u>\$ 261,956</u>	<u>\$ 6,609,016</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 26,370	\$ -	\$ -	\$ -	\$ -	\$ 26,370
Contracts payable	-	-	-	-	328,622	328,622
Retainage payable	-	-	-	-	594,596	594,596
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund 2021	1,035,616	-	-	-	-	1,035,616
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>1,082,986</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>923,218</u>	<u>2,011,929</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	510,764	-	-	-	-	510,764
Total deferred inflows of resources	<u>510,764</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>510,764</u>
Fund balances:						
Restricted for:						
Debt service	-	1,669,723	2,195,538	-	-	3,865,261
Capital projects	-	-	-	66,050	(661,262)	(595,212)
Unassigned	816,274	-	-	-	-	816,274
Total fund balances	<u>816,274</u>	<u>1,669,723</u>	<u>2,195,538</u>	<u>66,050</u>	<u>(661,262)</u>	<u>4,086,323</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$2,410,024</u>	<u>\$1,669,723</u>	<u>\$2,201,263</u>	<u>\$ 66,050</u>	<u>\$ 261,956</u>	<u>\$ 6,609,016</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 352,626	\$ 361,266	\$ 373,787	97%
Assessment levy: off-roll	-	-	1,103,811	0%
Lot closings	-	82,282	-	N/A
Total revenues	<u>352,626</u>	<u>443,548</u>	<u>1,477,598</u>	30%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	12,000	48,000	25%
Legal	10,161	10,161	50,000	20%
Engineering	10,238	10,238	7,500	137%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	500	2,000	25%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,375	5,500	25%
DSF accounting & assessment rolls - Series 2022	458	1,375	5,500	25%
Telephone	17	50	200	25%
Postage	138	199	500	40%
Printing & binding	42	125	500	25%
Legal advertising	545	545	6,500	8%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	40	97	500	19%
Website	-	-	-	-
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>26,264</u>	<u>43,561</u>	<u>152,990</u>	28%
Field operations				
Field operations management	1,458	4,375	75,000	6%
Accounting	-	-	2,500	0%
Stormwater management	-	-	-	-
Lake maintenance	17,638	34,576	19,524	177%
Streetlighting	-	4,830	107,296	5%
Repairs & maintenance	-	-	82,863	0%
Electricity	-	-	3,900	0%
Landscape maint.	-	-	-	-
Maintenance contract	11,980	19,105	402,820	5%
Plant replacement	-	-	40,282	0%
Landscape contingency	-	-	40,282	0%
Irrigation	11,596	12,147	234,115	5%
Trash services	528	528	10,000	5%
Total field operations	<u>43,200</u>	<u>75,561</u>	<u>1,018,582</u>	7%
Other fees & charges				
Tax collector	7,053	7,225	7,787	93%
Total other fees & charges	<u>7,053</u>	<u>7,225</u>	<u>7,787</u>	93%
Total expenditures	<u>76,517</u>	<u>126,347</u>	<u>1,179,359</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	276,109	317,201	298,239	
Fund balances - beginning	540,165	499,073	14,675	
Unassigned	816,274	816,274	312,914	
Fund balances - ending	<u>\$ 816,274</u>	<u>\$ 816,274</u>	<u>\$ 312,914</u>	

** These items will be realized the year after the issuance of bonds.

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,056,751	\$ 1,082,643	\$ 1,119,962	97%
Interest	2,184	8,847	-	N/A
Total revenues	<u>1,058,935</u>	<u>1,091,490</u>	<u>1,119,962</u>	97%
EXPENDITURES				
Debt Service				
Principal	-	-	430,000	0%
Interest	-	343,665	687,330	50%
Total debt service	<u>-</u>	<u>343,665</u>	<u>1,117,330</u>	31%
Other fees & charges				
Tax collector	21,135	21,653	23,333	93%
Total other fees and charges	<u>21,135</u>	<u>21,653</u>	<u>23,333</u>	93%
Total expenditures	<u>21,135</u>	<u>365,318</u>	<u>1,140,663</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	1,037,800	726,172	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,971)</u>	<u>(6,256)</u>	-	N/A
Total other financing sources	<u>(1,971)</u>	<u>(6,256)</u>	-	N/A
Net change in fund balances	1,035,829	719,916	(20,701)	
Fund balances - beginning	633,894	949,807	931,386	
Fund balances - ending	<u>\$ 1,669,723</u>	<u>\$ 1,669,723</u>	<u>\$ 910,685</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Lot closings	-	228,634	-	N/A
Interest	7,283	24,003	-	N/A
Total revenues	<u>7,283</u>	<u>252,637</u>	<u>1,930,402</u>	13%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Principal prepayment	-	25,000	-	N/A
Interest	-	627,344	1,255,656	50%
Total debt service	<u>-</u>	<u>652,344</u>	<u>1,930,656</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	7,283	(399,707)	(254)	
Fund balances - beginning	<u>2,188,255</u>	<u>2,595,245</u>	<u>2,561,050</u>	
Fund balances - ending	<u><u>\$ 2,195,538</u></u>	<u><u>\$ 2,195,538</u></u>	<u><u>\$ 2,560,796</u></u>	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 243	\$ 480
Total revenues	<u>243</u>	<u>480</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	243	480
OTHER FINANCING SOURCES/(USES)		
Transfer in	2,116	4,284
Total other financing sources/(uses)	<u>2,116</u>	<u>4,284</u>
Net change in fund balances	2,359	4,764
Fund balances - beginning	63,691	61,286
Fund balances - ending	<u>\$ 66,050</u>	<u>\$ 66,050</u>

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

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 3,754	\$ 11,521
Total revenues	<u>3,754</u>	<u>11,521</u>
EXPENDITURES		
Construction costs - project infrastructure	<u>361,526</u>	<u>583,654</u>
Total expenditures	<u>361,526</u>	<u>583,654</u>
Excess/(deficiency) of revenues over/(under) expenditures	(357,772)	(572,133)
Fund balances - beginning	(303,490)	(89,129)
Fund balances - ending	<u><u>\$ (661,262)</u></u>	<u><u>\$ (661,262)</u></u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on January 9, 2025 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
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle	District Engineer
Bob Gang (via telephone)	Bond Counsel
Jason Gonzalez (via telephone)	Akerman LLP
Dave Rosio (via telephone)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:06 a.m. Supervisors Kramer, Mays and Pino were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected/Appointed Supervisors [Kevin Mays - Seat 2, Jody Pino - Seat 5] (the following to be provided under separate cover)

Mr. Torres stated that the Oath of Office was administered to Mr. Mays and Ms. Pino prior to the meeting. Mr. Eckert will review the following items with Ms. Pino next week:

- 41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
42 **B. Membership, Obligations and Responsibilities**
43 **C. Sample Form 1: Statement of Financial Interests/Instructions**
44 **D. Form 8B – Memorandum of Voting Conflict**

45
46 **FOURTH ORDER OF BUSINESS**

**Ratification of Resolution 2025-06, Electing
and Removing Officers of the District, and
Providing for an Effective Date**

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48
49
50 Mr. Torres presented Resolution 2025-06 for ratification. The slate was as follows:

51	Noah Breakstone	Chair
52	Kevin Mays	Vice Chair
53	Kevin Kramer	Assistant Secretary
54	Justin Onorato	Assistant Secretary
55	Jody Pino	Assistant Secretary

56 This Resolution removes the following from the Board:

57	Robert Wanas	Assistant Secretary
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58 The following prior appointments by the Board remain unaffected by this resolution:

59	Craig Wrathell	Secretary
60	Ernesto Torres	Assistant Secretary
61	Craig Wrathell	Treasurer
62	Jeff Pinder	Assistant Treasurer

63
64 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,**
65 **Resolution 2025-06, Electing and Removing Officers of the District, and**
66 **Providing for an Effective Date, was ratified.**

67
68
69 **FIFTH ORDER OF BUSINESS**

**Presentation of Supplemental Engineer's
Report for Assessment Area 3(ED-6S)**

70
71
72 Mr. Hindle stated that the changes he received yesterday are incorporated in the
73 Supplemental Engineer's Report for Assessment Area 3 ED-6S dated January 9, 2025, which was

distributed at the meeting. The changes basically make sure there is no private infrastructure that is funded with the bonds.

Mr. Hindle presented the Supplemental Engineer's Report describing the Capital Improvement Plan (CIP) for Assessment Area 3, also referred to as ED-6S, which anticipates developing 685 residential units; the total estimated cost is \$23,870,000. The Report has all the findings needed to proceed with bond issuance.

Mr. Hindle stated that one of the changes removed funding the mitigation credits that need to be purchased to build the infrastructures with bond dollars; he needs to research this further. Mr. Gang stated that the CDD essentially will allocate the mitigation bank payments to the private expenditures, rather than the public dollars; even if the CDD uses bond proceeds temporarily to do it during construction.

Mr. Eckert requested approval in substantial form for the purposes of bond issuance and authorizing the Vice Chair to sign off before putting the Report in the offering document.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Supplemental Engineer's Report for Assessment Area 3(ED-6S), in substantial form, and authorizing the Vice Chair to approve the final form for the purposes of utilizing it in the offering documents, was approved.

SIXTH ORDER OF BUSINESS

Presentation of Third Supplemental Special Assessment Methodology Report for Assessment Area Three

Mr. Torres presented the Third Supplemental Special Assessment Methodology Report for Assessment Area 3 ED-6S dated January 9, 2025. He reviewed the pertinent information and discussed the Development Program, CIP, Financing Program, Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

➤ The Report presents the projections for financing the CDD's CIP for ED-6S and a portion of ED-6N, as described in the Engineer's Report.

➤ Assessment Area Three accounts for approximately 286.8 +/- acres.

➤ The Assessment Area Three Development Plan envisions 353 Single-Family 1 units, 109 Single-Family 2 units, and 223 Multi-Family units, for a total of 685 residential units.

➤ The anticipated total CIP costs are estimated at \$23,870,000.

➤ The total par amount of bonds, including the costs of financing, capitalized interest and debt service reserve, is \$10,975,000 to finance a portion of the 2025 Project costs in the estimated total amount of \$9,473,401.50.

Mr. Eckert highlighted language in the Report that says there is 685 units in Assessment Area Three but, if there are additional units developed in the future in the CDD and the bond covenants will allow the CDD to spread some of this debt over to those units, then they will be allowed to. The language is less specific than it was to the 43 units in ED-6N.

A Board Member asked if the 43 units in Assessment Area Two are going to be assessed through Assessment Area Two. Mr. Eckert stated that they are apart of Assessment Area Two but, since it has not been fully platted, they will have to wait and see how that develops.

Mr. Eckert requested approval in substantial form and authorization for the Vice Chair to sign off before putting the Report in the offering document.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Preliminary Third Supplemental Special Assessment Methodology Report for Assessment Area Three dated January 9, 2025, in substantial form and authorizing the Vice Chair to approve the final form for the purposes of utilizing it in the offering documents, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Authorizing the Issuance of Its Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area Three) (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a

Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes

Mr. Gang presented Resolution 2025-07, known as the Delegation Resolution, which accomplishes the following:

- Outlines the Probable Cost for Assessment Area Three of \$23,870,000.
- Approves the forms of Exhibit documents attached to the Resolution, in substantial form, including the Bond Purchase Contract with FMSbonds, Inc.; Preliminary Limited Offering Memorandum (PLOM); Rule 15C2-12 Certificate and Continuing Disclosure Agreement; and the Revised First Supplemental Trust Indenture.
- Authorizes certain modifications to the Assessment Methodology Report and Engineer's Report, without the need for a Special Meeting.
- Authorizes the issuance of Special Assessment Revenue Bonds in a principal amount not exceeding \$14 million.
- Sets forth that the Series 2025 Bonds shall be sold by a private negotiated sale to the Underwriter, as opposed to a publicly advertised competitive bid sale, which would be inappropriate for an unrated bond where the lands are undeveloped.

- Sets forth certain parameters that, if met, authorizes the Chair or Vice Chair to execute the Bond Purchase Contract without the need for a Special Meeting.
- Sets forth that the optional redemption provision, which is generally ten years from the date of the bonds, will be determine at the time of pricing.
- Sets forth that the interest rate on the bonds shall not exceed the maximum statutory rate.
- Sets forth that the Series 2025 bonds shall have a final maturity not later than the maximum term allowed by Florida law, which is currently 30 years of principal amortization. This includes the capitalized interest period.
- Sets forth that the Underwriter compensation cannot exceed 2% of the par amount of the Series 2025 bonds.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-07, Authorizing the Issuance of Its Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area Three) (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Ancillary Financing Documents

Mr. Eckert presented the following and requested approval of all, in substantial form:

219 A. Acquisition Agreement

220 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the
221 Acquisition Agreement, in substantial form, was approved.

222

223

224 B. Collateral Assignment Agreement

225 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the
226 Collateral Assignment Agreement, in substantial form, was approved.

227

228

229 C. Completion Agreement

230 On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
231 Completion Agreement, in substantial form, was approved.

232

233

234 D. Construction Funding Agreement

235 On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
236 Construction Funding Agreement, in substantial form, was approved.

237

238

239 E. Impact Fee Agreement

240 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the
241 Impact Fee Agreement, in substantial form, was approved.

242

243

244 F. Temporary Construction Easement

245 On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
246 Temporary Construction Easement, in substantial form, was approved.

247

248

249 G. True-Up Agreement

250 On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, the
251 True-Up Agreement, in substantial form, was approved.

252

253

254 NINETH ORDER OF BUSINESS

Consideration of Resolution 2025-08,
Amending Resolution 2020-21 and
Authorizing the Disbursement of Funds of
the District Without Prior Approval of the
District's Board of Supervisors ("Board");

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256

257

258

**Setting Certain Monetary Thresholds; and
Providing for Severability and an Effective
Date**

Mr. Torres presented Resolution 2025-08. Mr. Eckert stated language was added stating that any payment made pursuant to the Resolution must be within the CDD budget, per the Board's directive.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-08, Amending Resolution 2020-21 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

**Update: Request for Proposals for Cross
Prairie Parkway ED6S Framework
Roadway, Phase 2, Civil Site Work**

Mr. Hindle stated that he will analyze the bid responses for ED-6S that are due January 27, 2025, but Cameron will present them at the February 2025 meeting.

ELEVENTH ORDER OF BUSINESS

**Consideration of Tohopekaliga Water
Authority Agreement for Reimbursement
of Upsizing of Water Main, Force Main,
and Reuse Water Main for Edgewater ED-5
Roadway Phase 1**

Mr. Eckert presented the Agreement for ratification. The CDD has already executed it and execution by the Tohopekaliga Water Authority is pending.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Tohopekaliga Water Authority Agreement for Reimbursement of Upsizing of Water Main, Force Main, and Reuse Water Main for Edgewater ED-5 Roadway Phase 1, was ratified.

TWELFTH ORDER OF BUSINESS**Consideration of Down to Earth Agreement for Landscape and Irrigation Maintenance Services, ED6 Roadway Phase 1 and Ponds**

Mr. Eckert suggested initiating a maintenance contract via a Change Order to the Down to Earth construction contract, while within the one-year growing warranty period. The Board can then decide if it wants to use operations and maintenance (O&M) funds to fund that work under the change order or use construction proceeds. It was noted that the original intent is to fund this using O&M funds.

Mr. Torres will work with Ms. John on the Change Order.

Discussion ensued regarding including maintenance services as an option in future landscape RFPs.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, approving a Change Order to the Down to Earth Construction Agreement for Landscape and Irrigation Maintenance Services of ED-6 Roadway Phase 1 and Ponds, in the not-to-exceed amount of \$6,049 per month, and funding the cost via O&M assessments, was approved.

THIRTEENTH ORDER OF BUSINESS**Consideration of JCH CP, LLC License Agreement Regarding Maintenance of Improvements on District Property**

Mr. Eckert presented the License Agreement that allows JCH CP or their HOA the ability to maintain certain improvements JCH CP implemented on CDD property.

On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, the JCH CP, LLC License Agreement Regarding Maintenance of Improvements on District Property, was approved.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-09, Designating the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting a Force Main Fee**

• **Notices of Rule Development and Rulemaking**

Mr. Eckert presented Resolution 2025-09 and accompanying Exhibit. This will enable the CDD to collect a \$300 fee to establish a water meter 30-days after a plat that establishes a residential lot is recorded; it will eventually be conveyed to the Toho Water Authority. ED-4 is not subject to the Force Main Fee.

Mr. Eckert suggested that, going forward, the Developer incorporate this fee into its Purchasing Sale Contract with Builders.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-09, Designating March 6, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, as the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting a Force Main Fee, was adopted.

FIFTEENTH ORDER OF BUSINESS

Consent Agenda

A. Acceptance of Unaudited Financial Statements as of November 30, 2024

B. Approval of December 5, 2024 Regular Meeting Minutes

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Consent Agenda items, as presented, were ratified, accepted and/or approved.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Eckert stated he is working with Staff to finalize the Cross Prairie Parkway ED-6S Construction Agreement with Jr. Davis.

Mr. Eckert suggested scheduling a conference call to discuss a date to close on the bonds. He suggests continuing this meeting to January 13, 2025, rather than adjourning the meeting, in case there are material changes to documents that would require further approval.

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

Mr. Hindle stated he expects to have the construction schedule on Monday; the Notice to Proceed was issued for the 6th. He discussed issues with the force main location and ways to

address Toho's concern about the directional bore. Mr. Mays asked Mr. Hindle to call him before he finalizes the schedule.

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

Mr. Torres presented the December Field Operations Status Report.

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

- **UPCOMING MEETINGS:**

- **January 22, 2025 at 11:00 AM [Special Public Meeting: Bid Opening]**

- **January 23, 2025 at 9:00 AM [Special Meeting]**

The January 23, 2025 meeting will likely be cancelled.

- **February 6, 2025 at 9:00 AM [Regular Meeting]**

- **QUORUM CHECK**

All agreed with the request to change the February 6, 2025 meeting start time to 9:30 a.m. and the Edgewater West CDD meeting to 9:45 a.m.

SEVENTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Member comments or requests.

EIGHTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

NINETEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting recessed at 10:09 a.m., and was continued to January 13, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, recessing the meeting at 10:09 a.m., and continuing the meeting to January 13, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741, was approved.

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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: January 30, 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- **Down 2 Earth**
 1. Conducted walk with D2E team and Erik from BTI on January 30, 2025. Went over items we would like addressed but made the transition official for the district to take over effective February 1, 2025.
 2. The problem with vehicles running over the median on Cross Prairie persist. Exploring options to offset this however in the interim will have landscaper scrape sediment from roadway and deal with the aesthetics of tire ruts as the cost to do so repeatedly is too great due to the frequency.
- **Ponds**
 1. The die off from the swale being treated has started but still a ways to go before the full effect takes place. Will monitor and bring options to the board in the future.

MISC. FIELD OPERATION UPDATES

- Phil Salazar, Development Manager with Jones Homes presented an easement agreement for Tract A that was presented to M. Eckert on January 14, 2025.
- District will be adding dog stations and trash containers from ED6 to Doody Calls contract. No pricing as of this report.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
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 <i>adoption of Delegation Resolution</i>	9:00 AM
January 13, 2025 CANCELED	Continued Regular Meeting	9:00 AM
January 22, 2025	Special Public Meeting: Bid Opening <i>RFP Cross Prairie Parkway South Framework Roadway, Phase 2 Civil Site Work</i>	11:00 AM
January 23, 2025 CANCELED	Special Meeting <i>adoption of Final Assessment Resolution</i>	9:00 AM
February 6, 2025	Regular Meeting	9:30 AM
March 6, 2025	Public Hearing and Regular Meeting <i>adoption of Force Main Fee</i>	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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
September 4, 2025	Regular Meeting	9:00 AM

Exception

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