

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

December 5, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Edgewater West 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

November 27, 2024

Board of Supervisors
Edgewater West Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Regular Meeting on December 5, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, 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. Acceptance of Resignation of Bobby Wanas [Seat 5]; *Term Expires 11/2026*
4. Consider Appointment of Jody Pino to Fill Unexpired Term of Seat 5
 - Administration of Oath of Office to Jody Pino (*the following will be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Review of Proposals for Whaley Lane Wetland Crossing Road Civil Site Work
 - A. Respondents
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)

ATTENDEES:

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

7. Discussion: Resolution 2024-23 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 an Effective Date
8. Consideration of Osceola County Property Appraiser Data Sharing and Usage Agreement
9. Consideration of Hughes Brothers Construction, Inc. Amendment to Contract
10. Consent Agenda
 - A. Ratification of Kenneth Kirchman Foundation Lake X Mitigation Credits Purchase Agreement
 - B. Acceptance of Unaudited Financial Statements as of October 31, 2024
 - C. Approval of Minutes
 - I. November 7, 2024 Special Public Meeting
 - II. November 7, 2024 Regular Meeting
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - UPCOMING MEETING DATES
 - January 9, 2025 at 9:15 AM
 - February 6, 2025 at 9:15 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
12. Board Members' Comments/Requests
13. Public Comments

14. 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

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Edgewater West Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Robert Wanas
Printed Name

Date: 11/08/2024
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Edgewater West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [☒] personally presented at a duly noticed meeting of the Board of Supervisors, [☒] scanned and electronically transmitted to gillyardd@whhassociates.com or [☐] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

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

WHEREAS, the Edgewater West Community Development District (the “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 desires to elect and remove Officers of the District.

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

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

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

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

Robert “Bobby” 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 WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

6B

Edgewater West Community Development District
REQUEST FOR PROPOSALS FOR WHALEY LANE WETLAND CROSSING ROAD CIVIL SITE WORK
Evaluation 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

EVALUATION CRITERIA

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR WHALEY LANE WETLAND CROSSING ROAD CIVIL SITE WORK

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 WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-23

A RESOLUTION OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT ("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 AN EFFECTIVE DATE

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

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

WHEREAS, Rule 1.1(2)(g) of the District's Rules of Procedure currently in the process of being adopted contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds without prior approval by the Board, as set forth below.

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

Section 1. Payment of Expenses.

A. Continuing Expenses. 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 of Supervisors.
- 2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
- 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.

B. 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) required to repair, control, or maintain 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 \$10,000 with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding \$25,000 with approval of the District Manager and Chairman of the Board of Supervisors, if in the judgment of the District Manager and Chairman such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

C. Emergency Expenses. For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager and (ii) the Chairperson of the Board of Supervisors, or in his or her absence, the Vice Chairperson, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 2. Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in

the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

Section 3. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 4. Effective Date; Conflicts. This Resolution shall take effect upon the passage and adoption by the Board and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this 7th day of March, 2024.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary
Chair/Vice Chair, Board of Supervisors

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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

Edgewater West CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Edgewater West 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 of 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

Edgewater West CDD

Signature: _____

Signature: _____

Print: Katrina S. Scarborough

Print: _____

Date: _____

Title: _____

Date: _____

Please return signed **original copy**, no later than January 31, 2025

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT (the "Amendment"), deemed effective on ___ day of December 2024 (the "Effective Date") is by and among EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT ("Owner") and HUGHES BROTHERS CONSTRUCTION, INC. ("Contractor"). The Owner and Contractor shall sometimes hereinafter be collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about October 12, 2024, the Parties entered into a Construction Agreement related to a Project commonly referred to as "ED3/ED7 Framework Roadways A&B, PH1 and ED5 Framework Roadway, PH2, Civil Site Work – Edgewater West CDD" (the "Agreement");

WHEREAS, the Parties wish to amend the Agreement between them as set forth herein; and

WHEREAS, except as otherwise set forth herein, the Agreement and all other provisions contained in it, shall remain unaffected by this Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and the mutual covenants set forth herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by reference.
2. The Agreement is modified as follows:

- Article A-8.1(a)(ii), **delete** “including occupational sickness and disease” from (A).
- Article A-8.1(a)(iii), **delete** (D).
- **Delete** Article A-8.1(e).
- Article A-8.1(f) **revise** limits of Contractor’s pollution liability insurance to \$1,000,000.00.
- Article A-8.3, **delete** “\$10,000 (or \$50,000 for professional liability)” and **revise** sentence to read, “Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$350,000 except with Owner’s written approval.”
- Article A-8.4, **delete** “cause its certificates of insurance to disclose any deductible or self insured retention applicable to any of its Required Insurance policies, and shall”.

THE SIGNATORIES TO THIS AMENDMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AMENDMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT

HUGHES BROTHERS
CONSTRUCTION, INC.

By: _____

By: _____

Print Name: _____

Print Name: CHAD HUGHES

Its: _____

Its: PRESIDENT

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

LAKE X MITIGATION CREDITS PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____, 2024, by and between **Kenneth Kirchman Foundation**, (hereinafter “Seller”), whose mailing address is 7555 Old Melbourne Highway, St. Cloud, FL 34711 and **Edgewater West Community Development District** a special-purpose unit of Florida local government (hereinafter “Buyer”) whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (hereinafter collectively the “Parties”).

WITNESSETH:

WHEREAS, Buyer is permitting a project known as **ED7 – Roadway Phase 1 & 2** located in Osceola County, Florida (the “Project”); and

WHEREAS, as part of the Project, the Buyer has submitted a permit application with the South Florida Water Management District **SFWMD Permit No. 240301-42662** (hereinafter “Permit”), which will require the Buyer to purchase 2.29 Freshwater State Forested (UMAM) mitigation credits to satisfy the obligations/conditions under the Permit; and

WHEREAS, Lake X Mitigation Bank is recognized by the SFWMD as a mitigation bank with State of Florida mitigation credits pursuant to Permit No.49-00004-M; and

WHEREAS, the Buyer desires to acquire **2.29 Freshwater State Forested (UMAM)** mitigation credits from the Seller for the purpose of meeting its needs for **ED7 – Roadway Phase 1 & 2** in accordance with the Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller covenant and agree as follows:

1. SALE AND PURCHASE OF CREDITS. Subject to the terms and conditions hereof, Seller agrees to sell, transfer, and convey unto Buyer, and Buyer agrees to purchase **2.29 Freshwater State Forested (UMAM)** mitigation credits from the Lake X Mitigation Bank (the “Credits”) to be applied to satisfying the conditions of the Permit on the Project.

2. PURCHASE PRICE AND PAYMENT.

A. The purchase price (“Purchase Price”) for the Credits is calculated as follows: One Hundred Fifteen Thousand Dollars per State Forested UMAM Credit (\$115,000.00) times the actual number of credits being purchased. Therefore the purchase price of the Credits is **Two Hundred Sixty-Three Thousand Three Hundred Fifty Dollars (\$263,350.00)** payable in check, wired federal funds or cashier’s check at Closing. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SFWMD.

B. The methodology by which the funds are to be paid for the Credits herein shall be as follows: Buyer shall pay to Seller the sums required pursuant to this Agreement and, thereafter, Seller shall accomplish the delivery of the Credits pursuant to the terms and conditions of this Agreement.

3. DEPOSIT. A 10% deposit, or Twenty-Six Thousand Three Hundred Thirty-Five Dollars U.S. (\$26,335.00) is required upon signing of this agreement to reserve the aforementioned 2.29 Freshwater State Forested (UMAM) State Credits for 90 days following execution of this agreement by all parties. **The Deposit Payment shall be paid to Mitigation Marketing, LLC and sent to PO Box 540285 Orlando, FL 32854.**

Payment in full will be due within 90 days of signing this agreement or when the SFWMD Permit is issued, whichever occurs first. **The final balance payment shall be paid to the account of Kenneth Kirchman Foundation** and submitted via Mitigation Marketing P.O. Box 540285 Orlando, Florida 32854.

A. This reservation shall commence upon the signing of this Agreement and shall expire 90 days following the date which both parties sign this purchase agreement or when the SFWMD Permit is issued, whichever occurs first.

4. CLOSING. The closing (the "Closing") will take place no later than 90 days following execution of this agreement by all parties (whichever occurs first). At such Closing, Seller will prepare and deliver to Buyer the documentation necessary/Proof of transfer the Credits to Buyer.

5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER.

A. Seller represents and warrants that the Credits are free and clear of all mortgages, liens, or any other security interest.

B. As of the date hereof and as of the Closing, Seller and Buyer, respectively, represent and warrant that each has full power to enter into, and perform the terms of this Agreement and that execution, delivery and performance of this Agreement by each party has been duly authorized by all requisite action, and that the provisions of this Agreement applicable to each party constitute legal and binding obligations enforceable in accordance with their terms.

C. All the representations and warranties made by Seller and Buyer shall be true and correct on and as of the Closing as though made on and as of that date. Seller and Buyer shall have performed all obligations and complied with all covenants required to be performed or to be complied with by each party under this Agreement prior to or as of the Closing.

6. FAILURE TO CLOSE. If the Buyer fails to timely close on the purchase of a minimum 2.29 Freshwater State Forested (UMAM) Credits, the Deposit shall be paid to Seller as liquidated damages and Seller will automatically be relieved of any further obligation to Buyer. If either (i) Seller fails to deliver the Credits when due under this Agreement, then Buyer shall have the

right to demand specific performance. If Buyer elects not to demand specific performance (by written notice to Seller), or (ii) if Seller demands specific performance and Seller is unable to comply, then the Deposit shall be refunded to Buyer.

7. MISCELLANEOUS.

A. Termination. This Agreement may be terminated by the Seller, if the Closing does not occur on or before the Closing Date, with time being of the essence thereof, and the parties shall be relieved of all obligations and this Agreement shall be without further force or effect.

B. Entire Agreement. This Agreement, including Exhibits and other writings referenced herein, or delivered pursuant hereto which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter hereof.

C. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the parties.

D. Survival of Representations and Warranties. All statements contained in any schedule, exhibit, certificate, instrument or document delivered by or on behalf of any party pursuant to this Agreement shall be deemed to be included in the representations and warranties made by such party hereunder. All such representations and warranties made herein shall survive the date hereof.

E. Further Actions. From and after the Closing, upon request of Buyer or Seller, each party shall do, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required to complete this Agreement.

F. Choice of Law. This Agreement, and matters relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida in force at the time any need for interpretation or decision or holding concerning this Agreement arises. This Agreement is executed and shall be performed in whole or in part in Osceola County, Florida, which shall be the only proper venue and forum for any litigation involving this Agreement.

G. Time. Time is of the essence of this Agreement.

H. Enforceability. If any provision of this Agreement shall be declared to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

I. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

J. Attorneys' Fees. In connection with any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party in such legal proceeding shall be entitled, in addition to recovering any damages sustained by such party, to recover

expenses incurred by such party in connection with such legal proceeding, including reasonable attorney's fees from the non-prevailing party and court costs.

K. “As Is” – “Where Is”. Except as otherwise specifically stated in this Agreement, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning the Credits.

L. Notices. Any notices which may be permitted or required under this Agreement shall be in writing and, if to Seller or Buyer, shall be sent as follows:

If to Seller:	Kenneth Kirchman Foundation Mr. Hal G Smith III Manager 7555 Old Melbourne Highway St. Cloud, FL 34711
Seller's Broker:	Mitigation Marketing Attn: Alexis Preisser PO Box 540285 Orlando, FL 32854 Alex@mitigationmarketing.com
If to Buyer:	Edgewater West Community Development District c/o Wrathell, Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, FL 33431
Buyer Counsel:	EW Property Holdings, LLC Mr. Kevin Kramer 401 E Las Olas Blvd, Suite 1870 Fort Lauderdale, FL 33301 kkramer@btipartners.com
Buyer Counsel:	Kutak Rock, LLP Attn: Mr Michael Eckert 107 W. College Avenue Tallahassee, FL 32301 michael.eckert@kutakrock.com
Consultant:	Bio-Tech Consulting, Inc. Kate Groninger 3025 E. South Street Orlando, FL 32803 kate@bio-techconsulting.com

Any notice given under this Agreement shall be deemed to have been duly given as of the date and time the same is either (a) personally delivered, or (b) if mailed, on receipt thereof as evidenced thereof by the return receipt (any delivery by mail shall be sent with the United States Postal Service, postage prepaid, by registered or certified United States Mail, return receipt requested), or (c) upon receipt if delivered by an overnight courier guaranteeing next business day delivery such as Federal Express, or (d) by email at the addresses above. Any party may change the address to which notices to it are to be given by giving the other parties hereto at least ten (10) days prior notice of such change of address.

M. No Third-Party Beneficiary. The provisions of this Agreement are for the Seller and Buyer hereto, and their respective successors and permitted assigns, and no other party shall have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

N. Credit Reservation Letter. Within 2 days of the Agreement Date and receipt of the deposit payment, Seller will issue to Buyer a Reservation Letter for 2.29 Freshwater State Forested (UMAM) Credits.

O. Cumulative Impact Analysis. Seller will provide the Buyer with a project specific CIA for purposes of permitting with SFWMD. The CIA will be provided to the Buyer within 10 days of receipt of the deposit and necessary information as required by LXMB.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Mitigation Credits Purchase Agreement is executed by and between the parties hereto as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

SELLER:

Signed, sealed and delivered
Kenneth Kirchman Foundation.
A Florida Limited Liability Company

WITNESS SIGNATURE

WITNESS NAME

By: _____

Hal G Smith III, Manager
Its: Manager

DATE _____

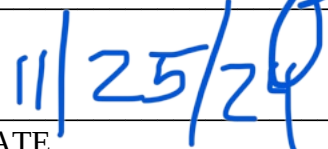
BUYER:

Edgewater West Community Development District

WITNESS SIGNATURE

WITNESS NAME

BY:  _____


DATE _____

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024**

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 10,044	\$ -	\$ -	\$ 10,044
Investments				
Reserve	-	1,890,600	-	1,890,600
Construction	-	-	25,046,745	25,046,745
Cost of issuance	-	5,925	-	5,925
Undeposited funds	14,167	-	-	14,167
Due from Landowner	9,380	-	-	9,380
Due from general fund	-	5,125	-	5,125
Total assets	<u>\$ 33,591</u>	<u>\$1,901,650</u>	<u>\$25,046,745</u>	<u>\$26,981,986</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,481	\$ 5,125	\$ -	\$ 21,606
Due to debt service fund	5,125	-	-	5,125
Accrued contracts payable	-	-	21,890	21,890
Landowner advance	11,989	-	-	11,989
Total liabilities	<u>33,595</u>	<u>5,125</u>	<u>21,890</u>	<u>60,610</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	9,380	-	-	9,380
Total deferred inflows of resources	<u>9,380</u>	<u>-</u>	<u>-</u>	<u>9,380</u>
Fund balances:				
Restricted				
Debt service	-	1,896,525	-	1,896,525
Capital projects	-	-	25,024,855	25,024,855
Unassigned	(9,384)	-	-	(9,384)
Total fund balances	<u>(9,384)</u>	<u>1,896,525</u>	<u>25,024,855</u>	<u>26,911,996</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 33,591</u>	<u>\$ 1,901,650</u>	<u>\$ 25,046,745</u>	<u>\$ 26,981,986</u>

**EDGEWATER WEST
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				
Landowner contribution	\$ 153	\$ 153	\$ 98,790	0%
Total revenues	<u>153</u>	<u>153</u>	<u>98,790</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	167	2,000	8%
Trustee*	-	-	5,500	0%
Telephone	16	16	200	8%
Postage	32	32	500	6%
Printing & binding	42	42	500	8%
Legal advertising	153	153	1,750	9%
Annual special district fee	175	175	175	100%
Insurance	5,250	5,250	5,500	95%
Contingencies/bank charges	4	4	750	1%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>9,839</u>	<u>9,839</u>	<u>98,790</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(9,686)	(9,686)	-	
Fund balances - beginning	302	302	-	
Fund balances - ending	<u>\$ (9,384)</u>	<u>\$ (9,384)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

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

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Cost of issuance	228,513	228,513
Underwriters discount	560,000	560,000
Total expenditures	<u>788,513</u>	<u>788,513</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (788,513)	 (788,513)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	2,727,901	2,727,901
Original issue discount	(42,863)	(42,863)
Total other financing sources	<u>2,685,038</u>	<u>2,685,038</u>
Net change in fund balances	1,896,525	1,896,525
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ 1,896,525</u></u>	<u><u>\$ 1,896,525</u></u>

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

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction costs	<u>215,314</u>	<u>215,314</u>
Total expenditures	<u>215,314</u>	<u>215,314</u>
Excess/(deficiency) of revenues over/(under) expenditures	(215,314)	(215,314)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>25,272,099</u>	<u>25,272,099</u>
Total other financing sources/(uses)	<u>25,272,099</u>	<u>25,272,099</u>
Net change in fund balances	25,056,785	25,056,785
Fund balances - beginning	<u>(31,930)</u>	<u>(31,930)</u>
Fund balances - ending	<u><u>\$ 25,024,855</u></u>	<u><u>\$ 25,024,855</u></u>

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

I

DRAFT

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

The Board of Supervisors of the Edgewater West Community Development District held a Special Public Meeting on November 7, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

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

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:27 a.m. Supervisors Onorato, Kramer and Wanas were present. Supervisors Mays and Breakstone were absent.

NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN

SECOND ORDER OF BUSINESS

**Public Opening of Continuing Construction
Engineering & Inspection Services
Qualifications Packages**

Mr. Torres stated responses to the Request for Qualifications (RFQ) were received from GAI Consultants and WSB. He opened each bid package and identified the contents of each.

THIRD ORDER OF BUSINESS

**NEXT MEETING DATE: November 7, 2024 at
9:15 AM**

FOURTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 10:28 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

II

DRAFT

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

The Board of Supervisors of the Edgewater West Community Development District held a Regular Meeting on November 7, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

Justin Onorato	Assistant Secretary
Robert “Bobby” Wanas	Assistant Secretary
Kevin Kramer	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:28 a.m. Supervisors Onorato, Kramer and Wanas were present. Supervisors Mays and Breakstone were absent.

SECOND ORDER OF BUSINESS

Public Comments

There were no members of the public present.

THIRD ORDER OF BUSINESS

**Review of Responses to RFQ for Continuing
Construction Engineering & Inspection
Services**

A. Respondents

Mr. Torres recapped that at the Bid Opening meeting, responses to the Request for Qualifications (RFQ) were received from GAI Consultants and WSB.

B. Ranking/Evaluation

The Board and Staff completed the Ranking Sheet.

Mr. Torres tabulated the scores and ranking, as follows:

#1	GAI Consultants	95 points
#2	WSB	93 points

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, ranking GAI Consultants as the #1 ranked respondent to the RFQ for Continuing Construction Engineering & Inspection Services, with a total of 95 points, and ranking WSB as the #2 ranked respondent, with a total of 93 points, was approved.

C. Award of Contract

Mr. Eckert recalled prior discussions wherein the Board was amenable to engaging more than one company.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, authorizing District Staff to engage in negotiations with both GAI Consultants and WSB for Continuing Construction Engineering & Inspection Services, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Disclosure of Public Finance

Mr. Eckert presented the Disclosure of Public Finance document. Bonds were recently issued and Staff must record a document in the public records acknowledging the bond issuance and that the CDD will maintain the infrastructure.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the Disclosure of Public Finance, was approved.

FIFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2024

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

SIXTH ORDER OF BUSINESS

Approval of October 3, 2024 Regular Meeting Minutes

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

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

There was no report.

B. District Engineer (Interim): Hanson, Walter & Associates, Inc.

Mr. Hindle stated that bids are November 18 and 19, 2024; the November 18, 2024 bid is for Wetland Crossings Road. The addendum addressing the questions will be mailed today. A final answer from Scott regarding the angle of the conspan is pending.

Discussion ensued regarding the conspan, Request for Proposals, deadline extension, code of silence period and quantity questions.

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

• UPCOMING MEETING DATES

➤ December 5, 2024 at 9:15 AM (Regular Meeting)

➤ January 9, 2025 at 9:15 AM (Regular Meeting)

○ QUORUM CHECK

EIGHTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Wanas stated his intent to resign from the Board. Mr. Kramer stated Mr. Wanas' resignation will be accepted at the next meeting. Mr. Torres will email a resignation form and Form 1F to Mr. Wanas.

NINTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the meeting adjourned at 10:45 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER WEST 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	9:15 AM
November 7, 2024	Regular Meeting	9:15 AM
December 5, 2024	Regular Meeting	9:15 AM
January 9, 2025*	Regular Meeting	9:15 AM
February 6, 2025	Regular Meeting	9:15 AM
March 6, 2025	Regular Meeting	9:15 AM
April 3, 2025	Regular Meeting	9:15 AM
May 1, 2025	Regular Meeting	9:15 AM
June 5, 2025	Regular Meeting	9:15 AM
July 3, 2025	Regular Meeting	9:15 AM
August 7, 2025	Regular Meeting	9:15 AM
September 4, 2025	Regular Meeting	9:15 AM

Exception

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