

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

June 5, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING AND
AUDIT COMMITTEE
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

May 28, 2025

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 and Audit Committee Meeting on June 5, 2025 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. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Discussion: Memorandum Regarding Direct Purchase of Materials
 - A. Consideration of Resolution 2025-08, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

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

6. Consideration of Resolution 2025-09, Electing Felix Rodriguez as Assistant Secretary of the District, and Providing for an Effective Date
7. Review of Proposals for ED3/ED7, Phase 1 & ED5, Phase 2 Landscape and Irrigation Work
 - A. Respondents
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
8. Authorization of RFP for ED7 Project
9. Authorization of RFP for Ph. 3 Project (Ave. O & Framework Road Through Pods 3 & 4)
10. Approval of Transportation Credit Tri-Party Development Agreement (*in substantial form*)
- 11.. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of April 30, 2025
 - B. Approval of April 3, 2025, Regular Meeting and Audit Committee Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - I. Informational Item: Memorandum Relating to Impact Fee Agreement
 - II. Informational Item: Memorandum on Collection of Force Main Fee
 - B. District Engineer (Interim): *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: July 3, 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	JODY PINO	☐ IN PERSON	☐ PHONE	☐ NO

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres", is written over a light blue rectangular background.

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

3

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Edgewater West Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____

HOUR: 9:15 a.m.

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

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

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

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

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

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

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2024	5
Amortization Schedule - Series 2024	6 - 7
Assessment Summary	8

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	98,790	23,816	83,550	107,366	345,590
Total revenues	98,790	23,816	83,550	107,366	345,590
EXPENDITURES					
Professional & administrative					
Supervisors	-	431	500	931	-
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	12,353	12,647	25,000	25,000
Engineering	2,000	14,170	-	14,170	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	999	1,001	2,000	2,000
DSF accounting - series 2024	-	-	-	-	5,500
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	50	150	200	200
Postage	500	325	175	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	407	1,343	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	-	5,250	6,500
Contingencies/bank charges	750	623	127	750	750
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	98,790	60,713	51,903	112,616	105,290

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations management	-	-	-	-	16,000
O&M accounting	-	-	-	-	3,300
Stormwater management					
Lake maintenance	-	-	-	-	5,500
Streetlighting	-	-	-	-	2,000
Irrigation meter activate	-	-	-	-	3,000
Pressure washing	-	-	-	-	1,000
Electricity	-	-	-	-	2,500
Landscape maint.					
Maintenance contract	-	-	-	-	100,000
Plant replacement	-	-	-	-	10,000
Landscape contingency	-	-	-	-	10,000
Irrigation	-	-	-	-	20,000
Irrigation repairs	-	-	-	-	5,000
Mulch	-	-	-	-	25,000
Annuals	-	-	-	-	20,000
Toho water expenses	-	-	-	-	-
Other operation expenses	-	-	-	-	15,000
Trash services	-	-	-	-	2,000
Total field operations	-	-	-	-	240,300
Total expenditures	98,790	60,713	51,903	112,616	345,590
Excess/(deficiency) of revenues over/(under) expenditures	-	(36,897)	31,647	(5,250)	-
Net increase/(decrease) of fund balance	-				-
Fund balance - beginning (unaudited)	(49,040)	5,250	(31,647)	5,250	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	(49,040)	(31,647)	-	-	-
Fund balance - ending	<u>\$ (49,040)</u>	<u>\$ (31,647)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
DSF accounting - series 2024	5,500
Trustee	5,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	6,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210

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

EXPENDITURES (continued)

Field operations management	16,000
O&M accounting	3,300
Stormwater management	
Lake maintenance	5,500
Streetlighting	2,000
Irrigation meter activate	3,000
Pressure washing	1,000
Electricity	2,500
Landscape maint.	
Maintenance contract	100,000
Plant replacement	10,000
Landscape contingency	10,000
Irrigation	20,000
Irrigation repairs	5,000
Mulch	25,000
Annuals	20,000
Toho water expenses	-
Other operation expenses	15,000
Trash services	2,000
Total expenditures	<u><u>\$ 345,590</u></u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	-	-	1,890,597	1,890,597	1,890,600
Interest	-	33,767	-	33,767	-
Total revenues	-	33,767	1,890,597	1,924,364	1,890,600
EXPENDITURES					
Debt service					
Principal	-	-	320,000	320,000	430,000
Interest	-	-	835,803	835,803	1,467,813
Cost of issuance	-	234,437	-	234,437	-
Underwriters discount	-	560,000	-	560,000	-
Total expenditures	-	794,437	1,155,803	1,950,240	1,897,813
Excess/(deficiency) of revenues over/(under) expenditures	-	(760,670)	734,794	(25,876)	(7,213)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	2,727,901	-	2,727,901	-
Original issue discount	-	(42,863)	-	(42,863)	-
Total other financing sources/(uses)	-	2,685,038	-	2,685,038	-
Net increase/(decrease) in fund balance	-	1,924,368	734,794	2,659,162	(7,213)
Fund balance:					
Beginning fund balance (unaudited)	-	-	1,924,368	-	2,659,162
Ending fund balance (projected)	\$ -	\$ 1,924,368	\$ 2,659,162	\$ 2,659,162	2,651,949
Use of fund balance:					
Debt service reserve account balance (required)					(1,890,600)
Interest expense - November 1, 2026					(724,231)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 37,118

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			733,906.25	733,906.25	27,680,000.00
05/01/26	430,000.00	4.500%	733,906.25	1,163,906.25	27,250,000.00
11/01/26			724,231.25	724,231.25	27,250,000.00
05/01/27	450,000.00	4.500%	724,231.25	1,174,231.25	26,800,000.00
11/01/27			714,106.25	714,106.25	26,800,000.00
05/01/28	470,000.00	4.500%	714,106.25	1,184,106.25	26,330,000.00
11/01/28			703,531.25	703,531.25	26,330,000.00
05/01/29	490,000.00	4.500%	703,531.25	1,193,531.25	25,840,000.00
11/01/29			692,506.25	692,506.25	25,840,000.00
05/01/30	515,000.00	4.500%	692,506.25	1,207,506.25	25,325,000.00
11/01/30			680,918.75	680,918.75	25,325,000.00
05/01/31	540,000.00	4.500%	680,918.75	1,220,918.75	24,785,000.00
11/01/31			668,768.75	668,768.75	24,785,000.00
05/01/32	565,000.00	5.250%	668,768.75	1,233,768.75	24,220,000.00
11/01/32			653,937.50	653,937.50	24,220,000.00
05/01/33	595,000.00	5.250%	653,937.50	1,248,937.50	23,625,000.00
11/01/33			638,318.75	638,318.75	23,625,000.00
05/01/34	630,000.00	5.250%	638,318.75	1,268,318.75	22,995,000.00
11/01/34			621,781.25	621,781.25	22,995,000.00
05/01/35	660,000.00	5.250%	621,781.25	1,281,781.25	22,335,000.00
11/01/35			604,456.25	604,456.25	22,335,000.00
05/01/36	695,000.00	5.250%	604,456.25	1,299,456.25	21,640,000.00
11/01/36			586,212.50	586,212.50	21,640,000.00
05/01/37	735,000.00	5.250%	586,212.50	1,321,212.50	20,905,000.00
11/01/37			566,918.75	566,918.75	20,905,000.00
05/01/38	775,000.00	5.250%	566,918.75	1,341,918.75	20,130,000.00
11/01/38			546,575.00	546,575.00	20,130,000.00
05/01/39	815,000.00	5.250%	546,575.00	1,361,575.00	19,315,000.00
11/01/39			525,181.25	525,181.25	19,315,000.00
05/01/40	860,000.00	5.250%	525,181.25	1,385,181.25	18,455,000.00
11/01/40			502,606.25	502,606.25	18,455,000.00
05/01/41	905,000.00	5.250%	502,606.25	1,407,606.25	17,550,000.00
11/01/41			478,850.00	478,850.00	17,550,000.00
05/01/42	955,000.00	5.250%	478,850.00	1,433,850.00	16,595,000.00
11/01/42			453,781.25	453,781.25	16,595,000.00
05/01/43	1,005,000.00	5.250%	453,781.25	1,458,781.25	15,590,000.00
11/01/43			427,400.00	427,400.00	15,590,000.00
05/01/44	1,060,000.00	5.250%	427,400.00	1,487,400.00	14,530,000.00
11/01/44			399,575.00	399,575.00	14,530,000.00
05/01/45	1,120,000.00	5.500%	399,575.00	1,519,575.00	13,410,000.00
11/01/45			368,775.00	368,775.00	13,410,000.00
05/01/46	1,185,000.00	5.500%	368,775.00	1,553,775.00	12,225,000.00
11/01/46			336,187.50	336,187.50	12,225,000.00
05/01/47	1,250,000.00	5.500%	336,187.50	1,586,187.50	10,975,000.00
11/01/47			301,812.50	301,812.50	10,975,000.00
05/01/48	1,320,000.00	5.500%	301,812.50	1,621,812.50	9,655,000.00
11/01/48			265,512.50	265,512.50	9,655,000.00

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	1,395,000.00	5.500%	265,512.50	1,660,512.50	8,260,000.00
11/01/49			227,150.00	227,150.00	8,260,000.00
05/01/50	1,475,000.00	5.500%	227,150.00	1,702,150.00	6,785,000.00
11/01/50			186,587.50	186,587.50	6,785,000.00
05/01/51	1,560,000.00	5.500%	186,587.50	1,746,587.50	5,225,000.00
11/01/51			143,687.50	143,687.50	5,225,000.00
05/01/52	1,645,000.00	5.500%	143,687.50	1,788,687.50	3,580,000.00
11/01/52			98,450.00	98,450.00	3,580,000.00
05/01/53	1,740,000.00	5.500%	98,450.00	1,838,450.00	1,840,000.00
11/01/53			50,600.00	50,600.00	1,840,000.00
05/01/54	1,840,000.00	5.500%	50,600.00	1,890,600.00	-
11/01/54			-	-	-
Total	27,680,000.00		27,804,650.00	55,484,650.00	

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contribution (GF) and Off-Roll Assessments (DSF)					
Product/Parcel	Units	FY 2026	FY 2026 DS	FY 2026 Total	FY 2025
		Landowner Contribution per Unit	Assessment per Unit	Assessment per Unit	Total Assessment per Unit
TH	660	76.27	\$ 765.00	\$ 841.27	n/a
Villa	350	76.27	\$ 1,050.00	1,126.27	n/a
SF 50'	560	76.27	\$ 1,500.00	1,576.27	n/a
SF 60'	99	76.27	\$ 1,800.00	1,876.27	n/a
Total	1,669				

Landowner Contribution (GF)					
Product/Parcel	Units	FY 2026	FY 2026 DS	FY 2026 Total	FY 2025
		Landowner Contribution per Unit	Assessment per Unit	Assessment per Unit	Total Assessment per Unit
TH	585	76.27	\$ -	\$ 76.27	n/a
Villa	730	76.27	-	76.27	n/a
SF 45'	237	76.27	-	76.27	n/a
SF 50'	628	76.27	-	76.27	n/a
SF 55'	287	76.27	-	76.27	n/a
SF 60'	164	76.27	-	76.27	n/a
SF 65'	231	76.27	-	76.27	n/a
Total	2,862				

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025	Regular Meeting	9:15 AM
November 6, 2025	Regular Meeting	9:15 AM
December 4, 2025	Regular Meeting	9:15 AM
January __, 2026*	Regular Meeting	9:15 AM
February 5, 2026	Regular Meeting	9:15 AM
March 5, 2026	Regular Meeting	9:15 AM
April 2, 2026	Regular Meeting	9:15 AM
May 7, 2026	Regular Meeting	9:15 AM
June 4, 2026	Regular Meeting	9:15 AM
July 2, 2026	Regular Meeting	9:15 AM
August 6, 2026	Regular Meeting	9:15 AM
September 3, 2026	Regular Meeting	9:15 AM

Exception

**January meeting date is on the New Year's Day holiday.*

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

5

MEMORANDUM

TO: Board of Supervisors
Edgewater West CDD

FROM: Michael C. Eckert

DATE: April 2025

RE: Direct Purchase of Materials – Florida Sales and Use Tax

The following describes information on how a governmental entity, including the Edgewater West Community Development District (“District”), can save sales and use tax on construction contracts by structuring the contract to provide for the direct purchase of materials by the district. This memorandum details the approach for avoiding sales tax that has been recognized repeatedly by the Florida Department of Revenue (“FDOR”) as acceptable and legal under existing law. Finally, the memorandum sets forth the potential liability if the requirements are not met.

Sales Tax Exemption for Sales to Government

Section 212.08(6), Florida Statutes, provides a general exemption for “sales” of tangible personal property to certain governmental entities. The FDOR has adopted Rule 12A-1.094, Florida Administrative Code, which provides for application of sales and use tax on materials used in a public works project. Subsection (3) of the rule recognizes that the purchase or manufacture of tangible personal property for resale to a “governmental body” generally is exempt. It provides that certain criteria will govern the status of the tangible personal property prior to its affixation to real property when determining whether a governmental entity rather than a contractor is the purchaser of materials. Such criteria are summarized below:

1. The governmental entity must execute the purchase orders for the tangible personal property involved in the contract to the materials vendors. The contractor may present the governmental entity’s purchase orders to the vendors of the tangible personal property;
2. The governmental entity must acquire title to and assume liability for tangible personal property at the point in time when it is delivered to the job site;
3. Vendors must directly invoice the governmental entity for supplies
4. The governmental entity must directly pay the vendors for the tangible personal property;

5. The governmental entity must assume all risk of loss or damage for the tangible personal property involved in the contract, as indicated by the entity's acquisition of, or inclusion as the insured party under, insurance on the building materials; and
6. The governmental entity must issue a Certificate of Entitlement with each purchase order, along with a copy of its Certificate of Exemption, to each vendor, as well as to the contractor. The governmental entity is responsible for payment of tax, penalty, and interest on any purchase that are not found to be in compliance with the procedures for tax-exempt direct purchase of materials.

Steps to Ensure Direct Purchases Comply with Florida Requirements

To ensure direct purchases are compliant with Florida law proceed accordingly:

1. Verify the direct purchases are pursuant to an agreement between the District and contractor.
2. District executes purchase orders which are in the name of the District (see form attached hereto as "**Exhibit A**"). The chairman or purchasing agent (District Manager or District Engineer) may execute purchase orders after being designated as the purchasing agent by resolution of the District's Board of Supervisors.
3. At the time purchase orders are executed, District shall issue a Certificate of Entitlement (see form attached hereto as "**Exhibit B**"), and shall attach, along with a copy of its Consumer's Certificate of Exemption, to each purchase order. The District's Purchasing Agenda, either the District Manager or District Engineer, shall issue the Certificate of Entitlement. District shall retain one copy for its records, and submit copies of the Purchase Order, Certificate of Entitlement, and Consumer's Certificate of Exemption to each vendor and contractor.
4. Vendors directly invoice the District. Such invoices shall have the District's name and address on the first page.
5. District directly pays the Vendors.
6. The District must assume all risk of loss or damage for the supplies. This assumption of risk of loss is best demonstrated by the District's purchase of, or inclusion as the insured party under, insurance on the building materials.

Exhibit A
FORM OF PURCHASE ORDER AGREEMENT (“ORDER”)

Purchase Order No.: _____

“Owner”		“Seller”	
Owner:		Seller:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	

“Project”			
Project Name:		Contract Date:	
Project Address:			

DESCRIPTION OF GOODS OR SERVICES – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing **[INSERT DESCRIPTION OF GOODS]** (“Goods”), which shall be incorporated into the District’s **[INSERT DESCRIPTION OF PROJECT]** (“Master Project”).

SCHEDULE – Goods shall be produced and delivered to the Project Address indicated above on or before **[INSERT DELIVERY DATE]** (“Schedule”)

PRICE – The Goods shall be priced at **\$[INSERT PRICE]**.

DISTRICT TAX EXEMPT CERT. #**[INSERT #]**

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto together with all of the exhibits, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Edgewater West Community Development District	
Owner	Seller
By:	By:
Name:	Name:
Title:	Title:
Date Executed:	Date Executed:

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 25 days of receipt of a proper invoice for construction Goods and 45 days of receipt of a proper invoice for non-construction Goods, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the Master Project, and shall conform to the specifications set forth in **Exhibit A**. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless,

and defend Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers’ Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.

The policies required in subparagraphs (a) and (c) above shall name as additional insureds the following: Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. Upon execution of this Order and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner’s limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner’s right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties

with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of Owner. Owner may assign this Order to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.

22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and **Exhibit A**, this document shall control.

EXHIBIT A: Specifications

Exhibit B
FORM OF CERTIFICATE OF ENTITLEMENT
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Edgewater West Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to

conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____	_____
Signature of Authorized Representative	Title

_____	_____
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: _____

Telephone Number:

You must attach a copy of the Purchase Order and District's Consumer's Certificate of Exemption to this Certificate of Entitlement and send a copy to each vendor and contractor. District shall retain one copy for its records. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

5A

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2025

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

Subject: **Work Authorization Number ____**
Edgewater West Community Development District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Edgewater West Community Development District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Edgewater West Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Edgewater West Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED _____, 20__.**
2. Edgewater West Community Development District State of Florida sales tax exemption certificate number: _____

Edgewater West Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Edgewater West Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Edgewater West Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Edgewater West Community Development District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
ELECTING FELIX RODRIGUEZ AS ASSISTANT SECRETARY OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

SECTION 1. Felix Rodriguez is elected as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

7B

REQUEST FOR PROPOSALS

ED3/ED7, Phase 1 & ED5, Phase 2 Landscape and Irrigation Work

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
			NOTES					

Board Member's Signature

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

8

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ED7, PHASE 1 FRAMEWORK ROADWAY
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 overall 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 CALENDAR 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

9

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR PHASE 3, AVENUE O & FRAMEWORK
ROADWAY, THROUGH PODS 3 & 4
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 overall 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 CALENDAR 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

10

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

*Dickinson Wright, LLLP
Attn: Allison Jones, Esq.
350 E. Las Olas Blvd., #1750
Ft. Lauderdale, FL 33301*

EDGEWATER WEST
TRI PARTY DEVELOPMENT AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (defined below) by and among **Edgewater West Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (the “**EWCDD**”), the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (the “**City**”), and **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 3100, Kissimmee, Florida 34741 (the “**County**”). The City and County may be collectively referred to as the Jurisdictions or Jurisdiction. City, and County may be collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, the EWCDD’s boundaries contain that certain real property situated in the City of St. Cloud, Florida, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**” or “**Edgewater West**”); and

WHEREAS, the Jurisdictions, and the EWCDD desire that the Property be entitled to establish a community providing a major regional economic center to attract high-value, high-wage jobs to the Jurisdictions to increase the fiscal sustainability of the Jurisdictions’ tax bases; and

WHEREAS, County has approved CPA09-0010, CP21-00004, CP21-00006, CP21-00011, CP24-00002, PS22-00011, PS24-00014, PS22-00051, PS22-00052, PS22-00055, PS22-00056, PS22-00057, PS22-00058, PS22-00059, PS22-00060; and that certain Water and Wastewater Service, Annexation and Development Agreement between Owner and City dated July 30, 2021 and recorded at Official Records Book 6020, Page 2060, Official Records of Osceola County, Florida (the “**Approvals**”); and

WHEREAS, the EWCDD, and its successors and assigns, intend to develop Edgewater West pursuant to the Approvals; and

WHEREAS, the Jurisdictions have each adopted regulations establishing a mobility fee assessment to offset the Jurisdictions’ cost of providing new identified framework roads, as amended from time to time (the “Mobility Fee Ordinance”); and

WHEREAS, the regulations contain provisions allowing for the award of credit against Jurisdictions’ requirement for developer funded construction and conveyance of transportation facilities which mitigate impact from development; and

WHEREAS, the EWCDD is willing to convey to the Jurisdictions portions of the right of way which are needed to construct the certain framework roads located within the Property and the EWCDD is willing to construct those certain framework roads in return for mobility fee credits or cash to be determined solely by the Jurisdiction as further set forth herein (the “ROW; also the “Framework Roads”); and

WHEREAS, in order to facilitate the development of a portion of the transportation network to serve the Property as described in the Approvals it is necessary to identify when certain framework roads should be constructed by the EWCDD to accommodate the Jurisdictions’ regional transportation network; and

WHEREAS, the Jurisdictions have determined that the identified framework roads and the ROW will provide an integral part of the Jurisdictions’ planned transportation network; and

WHEREAS, the Jurisdictions acknowledge that the identified framework roads will provide additional capacity beyond what the Property requires; and

WHEREAS, the Jurisdictions have determined that a portion of the costs associated with the construction of the identified framework roads and the value of the right-of way and stormwater management areas conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinance or cash and as further set forth in this Agreement; and

WHEREAS, the Jurisdictions have further determined that: 1) the identified framework roads are consistent with the Approvals; 2) the construction of the identified framework roads will provide an integral part of the Jurisdictions’ planned transportation network and will significantly benefit the residents of Jurisdictions; and 3) reimbursement by the Jurisdictions and other obligations pursuant to this Agreement serve a proper public benefit and will further the goals, objectives and policies of the Jurisdictions’ Comprehensive Plan; and

WHEREAS, in furtherance of the development of the Property, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions to provide mobility fee credits or reimburse the EWCDD for providing right of way and transportation improvements required to serve the Property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Transportation Improvements.** The Parties agree that identified framework roads are critical for the successful development of the Property and the overall Jurisdictions' transportation network beyond Edgewater West. The EWCDD shall be responsible to construct and/or convey these identified onsite framework roads (the "Edgewater West Framework Roads") as set forth in **Exhibits "B", "D" and "E"** attached hereto and incorporated herein, subject to other terms of this Agreement. Utilities will be coordinated with the construction of the Edgewater West Framework Roads.

The EWCDD shall be responsible for the design, permitting, mitigation, CEI and construction of the Edgewater West Framework Roads including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, traffic signals (the "Construction Costs"), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the EWCDD, subject to the Jurisdiction review process. The EWCDD shall obtain all necessary regulatory approvals and permits required to construct the Edgewater West Framework Roads and shall comply with all applicable local, state and federal regulations and requirements, which may include the Osceola County Land Development Code or the City of St. Cloud Land Development Code and the Approvals (the "Applicable Law"). The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. In the event the approved development program increases or decreases via a major Approval amendment, approved by either Jurisdiction, the necessary Edgewater West Framework Roads may be adjusted, if applicable by amendment to this Agreement. Further, the timing of the construction of Edgewater West Framework Roads is not required to be earlier than shown on the **Exhibit "C"**. The EWCDD may advance any segment ahead of the timing identified in **Exhibit "C"** at its own discretion in which case the EWCDD would be able to seek the applicable mobility fee credits or cash reimbursement as set forth herein. In the event that certain aspects of the regional transportation network, out of the control of the EWCDD, are delayed, the EWCDD shall have additional time to complete the Edgewater West Framework Roads and the Jurisdictions agree to amend this Agreement to recognize this delay. Additionally, the EWCDD's timing for completion of the Edgewater West Framework Roads included on Exhibit C may be adjusted to accommodate changing market conditions, materials availability, labor conditions and other external factors, and such adjustment shall be approved so long as development remains compliant with the Land Development Code. The costs of the traffic signals will be allocated on a proportionate share basis based on an approved Traffic Impact Analysis.

In the event there are any enhanced roadway design elements for any Edgewater West Framework Roads, these enhanced roadway design elements shall not be eligible for mobility fee credits or cash reimbursement. The Parties acknowledge that the EWCDD may desire enhanced streetlights, signage, landscape, hardscape and other improvements, on Edgewater West Framework Roads which shall not be unreasonably denied by the Jurisdictions. Any enhancements to the standard streetlight above the standard streetlighting facilities, as may be desired by the EWCDD that are not required by the Jurisdictions, shall not be the responsibility of the Jurisdictions.

The Edgewater West Framework Roads shall be dedicated to and accepted by the appropriate Jurisdiction, any CDD or any Stewardship District as public facilities. The Edgewater West Framework Roads shall be maintained to at least the Jurisdictions' minimum standards. In the event the party responsible to maintain the Edgewater West Framework Roads fails to do so, the appropriate Jurisdiction has the right but not the obligation to maintain the Edgewater West Framework Roads.

3. **Framework Roads.** The EWCDD shall be responsible to design, permit and construct the Edgewater West Framework Roads. The timing of the Edgewater West Framework Roads shall be subject to the timing as shown in **Exhibit "C"**, subject to allowable delays as provided in Section 2, Transportation Improvements and Section 34, Force Majeure. The EWCDD shall convey the right of way and the Edgewater West Framework Roads to the Jurisdictions, in exchange for mobility fee credits or cash reimbursement, as and when and otherwise in the manner required hereunder. The EWCDD shall obtain all necessary regulatory permits and approvals required to construct the Edgewater West Framework Roads and shall comply with all applicable local, state and federal regulations and requirements, and the Jurisdictions Land Development Code unless otherwise set forth in the Approvals. The Jurisdictions agree to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. The permits and approvals for the Edgewater West Framework Roads shall be coordinated in the normal course of development of project roads.

4. **Conveyance of Right of Way.** The EWCDD's conveyance of the ROW for Edgewater West Framework Roads shall be by special warranty deed or platted dedication free and clear of all liens and encumbrances, except for easements, restrictions, and matters of record, if any, reasonably acceptable to the Jurisdictions which do not render title to the ROW as unmarketable in accordance with standards customarily applied for ROW purposes or by plat for the Edgewater West Framework Roads. Upon conclusion of any conveyance of ROW, EWCDD shall be assigned mobility fee credits or shall receive cash reimbursement as shown on **Exhibit "E"** of the ROW and Pond acreage that is over and above that required for the development of the Property, times the acreage value of \$150,000.00 per acre, which shall be the minimum value per acre over the term of this Agreement (the "Minimum Acreage Value"). The Parties agree that the value of the ROW and Ponds shall adjust annually, subject to the Minimum Acreage Value, based on the percentage adjustment of values in Osceola County as determined annually by the Property Appraiser. At the time of the conveyance, the EWCDD, or its successors or assigns, shall be responsible for the payment of any applicable ad valorem taxes, which are due on the dedicated property, on a prorated basis, through the date of the conveyance. This shall be paid as follows:

- a. In the event fee title to property is conveyed between January 1 and November 1, the EWCDD shall be required to place in escrow with the Osceola County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the property involved and all taxes due from prior years.
- b. After November 1, the EWCDD shall be required to pay directly to the Osceola County Tax Collector the entire tax obligation for the period of January 1 through the date of closing for the current year and any delinquent taxes due from prior years.

5. **Method of Reimbursement.**

A. **Right of Way.** The Jurisdictions agree that the EWCDD shall be entitled to receive mobility fee credits or cash for any dedication of land and/or right of way in the amount per acre as set forth in Section 4 for Edgewater West Framework Roads by deed or plat. The determination of mobility fee credits or cash shall be determined by the Jurisdictions at the time of the conveyance of the right of way.

B. **Mobility Fee Account.** The City will establish a mobility fee account (the “Mobility Fee Account”) for the benefit of the EWCDD pursuant to this Agreement, as a means of accounting for all mobility fee credits. As long as the Mobility Fee Account has a positive credit balance, the Jurisdictions shall direct any applicant for a building permit (or any permit that triggers payment of mobility fees) on the Property to the EWCDD so that the EWCDD has the opportunity (at its sole election) to assign the required mobility fee credits to such applicant at EWCDD’s sole discretion.

Upon receipt of an assignment of mobility fee credits from the EWCDD to the applicant, the City shall deduct the applicable credits from the EWCDD’s Mobility Fee Credit Account, and shall accept such credits as payment for such applicant’s mobility fees.

C. **Construction Costs.** The EWCDD shall receive mobility fee credits or cash from the City for construction costs by delivering to the City a certification of the actual Construction Costs prepared by the EWCDD’s engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the City may reasonably require. The mobility fee credits provided for the EWCDD’s actual expenditures for the Construction Costs shall be provided by the City by crediting the Mobility Fee Account established pursuant to subpart A above. The mobility fee credits shall be available to the EWCDD upon inspection, approval and acceptance of the certification by the City, which shall not be unreasonably withheld, conditioned or delayed. The amount of mobility fee credits provided shall be the delta percent difference between the local road requirements as set forth in **Exhibit “F”** attached hereto and incorporated herein and the framework road requirements as set forth in **Exhibit “B”** as further shown and referenced in Exhibits “**D-1, D-2, D-3 and E**” attached hereto and incorporated herein. At this time the estimated construction and right-of-way costs of the Edgewater West Framework Roads is \$98,721,303 and the Jurisdiction’s estimated total share of the estimated construction costs and right-of-way is \$21,438,923, which does not exceed the total estimated Mobility Fees payable of \$60,780,614 with respect to the development of Edgewater West. The EWCDD shall use the Mobility Fee Request form as set forth in **Exhibit “K”** attached hereto and incorporated herein. The EWCDD may file the Mobility Fee Request form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, every sixty (60) days. The Jurisdictions agree to review completed mobility fee credit requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the mobility fee request.

D. **Inspections.** The EWCDD shall include CEI providers, costs in the estimated engineer’s costs, which shall not exceed 15% of the construction costs of the Jurisdictions’ obligation (pro-rata share). The EWCDD will not pay additional inspection fees. The EWCDD

may seek assignment of credits in the same percentage as the corresponding road delta percentage. The EWCDD shall hire inspectors that are pre-qualified by the Florida Department of Transportation. The Jurisdictions agree to timely review any proposed CEI providers and shall not unreasonably withhold approval. The scope of services to be provided is outlined in attached Exhibit “M”. The prime contractor for the CEI services shall be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

6. **Maintenance Agreements.** The EWCDD, any community development district, any stewardship district, (subject to the district’s separate consent), a property owners’ association, a homeowners’ association, and/or any governmental or quasi-governmental entity having jurisdiction over the Property (the “Permitted Assignee(s)”), as determined by the EWCDD in its reasonable discretion, shall be required to enter into maintenance agreements with the Jurisdictions for the landscape, hardscape, street lights and irrigation maintenance associated with the Edgewater West Framework Roads and local roads.

7. **On-Site Easements and Off-Site Easements.** The appropriate Jurisdiction agrees to provide the EWCDD with any necessary construction and maintenance easements on-site that may be identified after the construction plans and permits have been approved for any Edgewater West Framework Roads included within this Agreement, to provide for the temporary construction access or easements, at no expense to the EWCDD.

8. **Stormwater Ponds Owned by either Jurisdiction.** The Jurisdictions agree that in the event there are any Stormwater Ponds owned by either Jurisdiction, within the Property, they may be expanded by the EWCDD or its successors/assigns to allow for the development of the EWCDD’s property and joint use of such Stormwater Ponds. The EWCDD shall be responsible for all costs as to the modification of any permits and the expansion of any Stormwater Ponds. The appropriate Jurisdiction shall be responsible for the operation and maintenance of any of the Stormwater Ponds until such time as the EWCDD begins any work on that particular Stormwater Pond. At that time, the EWCDD shall be responsible for the future operation and maintenance of that Stormwater Pond. The EWCDD shall have the right, at the EWCDD’s sole cost and expense, to expand, reconfigure and reconstruct any Stormwater Pond to accommodate drainage for the Project (the “Pond Improvements”). The EWCDD shall be responsible, at its expense, for the engineering, design, permitting, excavation, construction and installation of any and all Pond Improvements. The EWCDD shall coordinate any such work with the Jurisdictions and, prior to any such construction, the EWCDD shall provide the appropriate Jurisdiction with copies of detailed proposed construction plans (“Pond Improvement Plans”) and any Permit or modification of Permit application related to the Pond Improvements issued by the South Florida Water Management District (the “SFWMD Permit”) for consent and approval through the appropriate approval process, which includes payment of application fees for review and inspection fees for construction. The appropriate Jurisdiction will review, comment, approve or approve with conditions within a timeframe consistent with the established review process. The EWCDD shall also provide the appropriate Jurisdiction with any comments received from SFWMD. The appropriate Jurisdiction shall be provided with copies of final approved Pond Improvement Plans and SFWMD Permit(s). Promptly after approval of the Pond Improvement

Plan and receipt of all required Permits, The EWCDD shall diligently pursue construction of the Pond Improvements to completion. The EWCDD will provide a performance bond or other reasonable security prior to pre-construction in an amount equal to 125% of the estimated costs of the pond improvements. In the event a Jurisdiction has compensated the EWCDD for the property underlying a Stormwater Pond, the EWCDD shall reimburse the Jurisdiction for the percentage of the Stormwater Pond acreage that the EWCDD is using based on the value the EWCDD was compensated for the property where the Stormwater Pond is located. The value of the property may be adjusted up based on the increases in property determined by the Osceola County Property Appraiser. Any existing excess capacity within a stormwater pond owned by either Jurisdiction shall be maintained for use by such Jurisdiction unless otherwise agreed to by separate agreement with the applicable Jurisdiction.

In connection with the approval of the Pond Improvement Plans, the Jurisdiction shall grant to the EWCDD (i) a Temporary Construction Easement in the form provided in **Exhibit “H”** over the Stormwater Pond for ingress, egress and construction to complete the Pond Improvements (the “Temporary Construction Easement”). Upon completion of construction and issuance of a certificate of completion, the Jurisdiction shall provide a Deed for the pond to the EWCDD in the form provided in **Exhibit “I”** and the EWCDD shall provide the Jurisdiction with a stormwater Drainage Easement in the form provided in **Exhibit “J”** that covers the deeded property and any other stormwater management areas constructed by the EWCDD that is hydraulically connected to the Stormwater Pond. The Stormwater Pond property granted to the EWCDD hereunder shall be conveyed “as-is” and “where-is” without warranty of any kind as to title, condition or quality and subject to all matters of record in the Public Records of Osceola County, Florida. The terms and conditions of the Stormwater Drainage Easement shall run, with the title to the EWCDD’s Property and shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors in title and assigns. Upon completion of the Pond Improvements by the EWCDD, the EWCDD shall, at its sole cost and expense, assume responsibility for the mowing, landscaping, aquatic weed control and Pond Improvements installed for the Pond (the “EWCDD Maintenance Responsibilities”), keeping the same in good order and repair. The EWCDD shall turnover the EWCDD Maintenance and Repair Responsibilities to any homeowner's/property owner's association, community development district or stewardship district (subject the stewardship district’s separate consent). In the event any maintenance or repair is required hereunder is not performed by the EWCDD, any association, community development district or stewardship district, the Jurisdictions may deliver a notice thereof, setting forth the maintenance or repair deficiencies, whereupon the EWCDD, or any association, community development district or stewardship district (if the same have assumed such responsibilities), shall have a period of thirty (30) days to remedy the deficiencies. In the event the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, the Jurisdiction shall have the right upon not less than forty-eight (48) hours advance written notice and may enter upon the Easement Areas and undertake all reasonably necessary maintenance and repair itself and recover from the EWCDD or any association, community development district or stewardship district, (if the same have assumed such responsibilities), the reasonable actual fees, costs and expenses incurred in connection therewith within forty-five (45) days after receipt by the EWCDD or the allowable maintaining Party of a detailed written invoice and receipts evidencing such costs incurred. In the event of a declared emergency situation, the Jurisdictions may immediately repair or maintain and these actions shall not be deemed as taking over permanent responsibility from the EWCDD.

The Parties acknowledge and agree that any rights granted-hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals. The EWCDD, any association, community development district or stewardship district shall not cause and shall use commercially reasonable efforts to not permit any hazardous or toxic substance or other contaminant regulated under any local, state, or federal laws to be discharged or released into or upon the Stormwater Pond. To the extent allowed by law, the EWCDD, any association, community development district or stewardship district, shall, indemnify, defend and hold the Jurisdictions harmless from and against any loss, cost, claim or liability (including, without limitation, costs of necessary testing, cleanup or repair and reasonable attorney's fees and costs)(the "Losses") arising directly or indirectly out of any discharge or release into the Stormwater Pond hazardous or toxic substance or other contaminant directly caused by the EWCDD, any association, community development district or stewardship district.

It is anticipated that some of the Stormwater Ponds within Edgewater West will be originally constructed as joint use ponds. In that event, the EWCDD will maintain said Stormwater Ponds. Easements will be granted to the appropriate Jurisdiction for the ability but not the obligation to maintain the ponds in the event of a failure to do so by the EWCDD or subsequent owners or assignees.

9. **Representations and Warranties of the EWCDD.** The EWCDD, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the Jurisdictions. All of such representations and warranties are made to the best of the EWCDD's knowledge and belief.

A. The EWCDD has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the EWCDD hereunder.

B. Based upon the EWCDD's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the EWCDD of any provision of any agreement or other instrument to which the EWCDD is a Party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the EWCDD.

C. The EWCDD further represents and warrants that no one was paid a fee, commission, gift or other consideration by the EWCDD as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

10. **Representations and Warranties of the Jurisdictions** The Jurisdictions, in addition to any other

representations and warranties set forth herein, do hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the EWCDD. All of such representations and warranties are made to the best of the Jurisdictions' knowledge and belief.

A. The Jurisdictions have the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the Jurisdictions hereunder.

B. This Agreement has been validly approved by the Jurisdictions and has been duly executed and delivered by the Jurisdictions and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

C. The Jurisdictions acknowledge and agree that the obligations of the EWCDD cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by the EWCDD and without any out-of-pocket expense to the Jurisdictions, the Jurisdictions will make reasonable efforts to assist the EWCDD in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

11. **No Development Risk by Jurisdictions.** No development risk shall be assumed by the City or County as a result of the entering into this Agreement.

12. **Public Records.** IF THE EWCDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EWCDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Ivy.lauro@stcloudfl.gov

The EWCDD understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the EWCDD will act on behalf of the appropriate Jurisdiction, as provided under section 119.011(2), Florida Statutes, the EWCDD, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the Jurisdiction to perform the service.

2. Upon request from the Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the EWCDD does not transfer the records to the Jurisdiction.
4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the EWCDD or keep and maintain public records required by the Jurisdiction to perform the service. If the EWCDD keeps and maintains public records upon completion of the Agreement, the EWCDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.
5. If the EWCDD does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

13. **Audit.** In the performance of this Agreement, the EWCDD shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Jurisdictions and shall be retained by the EWCDD for a period of three years after termination or completion of the Agreement or until the full Jurisdiction's audit is complete, whichever comes first. The Jurisdiction shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Jurisdiction also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the EWCDD has the ability to fulfill their contractual obligations to the satisfaction of the Jurisdiction. The Jurisdiction has the right to terminate this Agreement based upon its finding in this audit.

14. **Litigation and Attorneys' Fees.** If any Party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, each Party shall be responsible to pay its own costs and expenses of such litigation, including all attorney's fees.

15. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

16. **Execution and Counterparts.** To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute one original of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

18. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to the EWCDD:

Edgewater West Community Development District
Attn: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

With a copy to:
Kutak Rock, LLP
Attn: Michael Eckert
107 W. College Avenue
Tallahassee, FL 32301
Michael.eckert@kutakrock.com

With a copy to:
Noah Breakstone
401 East Las Olas Blvd, Suite 1870
Fort Lauderdale, FL 33301
nbreakstone@btipartners.com

With a copy to:

Dickinson Wright, LLLP
Attention: Allison Jones, Esq.
350 E Las Olas Blvd #1750,
Fort Lauderdale, FL 33301

If to the County:

Osceola County, Florida
Attention: County Manager
1 Courthouse Square, Suite 1100

Kissimmee, Florida 34741

With a copy to:

County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the City:

City of St. Cloud
Attn: Veronica Miller, City Manager
1300 9th Street
St. Cloud, Florida 34769

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

19. **Approvals.** Whenever any review or approval is required by any Party, such Party agrees that such review or approval will be promptly conducted and concluded. Moreover, each Party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

20. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the Osceola County Circuit Court.

21. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

22. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. **Further Assurances.** Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

24. **Assignability.** The parties hereto acknowledge and agree that the EWCDD shall have the right to assign their rights and obligations under this Agreement in whole or part to any successors in title to all or any part of the Property and shall provide written notice to the Jurisdictions of any assignment; provided such Party expressly assumes in a separate written assignment the obligations stated herein. Upon such assignment and written notice thereof to the Jurisdictions (i) the EWCDD hereunder shall thereupon be released and discharged from any and all obligations arising under this Agreement and (ii) such successor in title shall become the “EWCDD” under this Agreement, to the extent this Agreement is assigned in whole to such successor. The Jurisdictions will not accept or honor a third-party’s claim to any rights, entitlements and development rights, except to the extent actually assigned by the EWCDD to that third-party in a recorded assignment and only in accordance with the express terms of that assignment. The Jurisdictions acknowledges that the EWCDD is the owner of all Entitlements that are not so assigned by the EWCDD to a third-party.

25. **Transferability.** The mobility fee credits established hereunder are assignable and transferable from the Property to another development or parcel that is within the Property or anywhere within the Western or Southeastern Mobility Fee Zones of the County, or after the effective date of annexation of the Property into the City, to another development or parcel within the City which receives benefits from the improvement or contribution that generated the credits. Any application of credits by the City shall be subject to administrative procedures as may be established by the City.

26. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the EWCDD to all or any part of the Property.

27. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Jurisdictions, and the EWCDD. The EWCDD has no authority to act on behalf of, or otherwise obligate or bind, the Jurisdictions in any manner. Each Party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each Party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party hereby acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

28. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Jurisdictions or EWCDD in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Jurisdictions or EWCDD hereunder.

29. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits or impact fees or impact fee credits by the Jurisdictions after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters unless such changes inure to the benefit of the EWCDD.

1. 30. **Recording of Agreement.** The EWCDD shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution. With regard to all property located within the boundaries of the EWCDD, said recordation shall be for informational purposes only and it is understood and intended that this Agreement shall not constitute a cloud or encumbrance on any portion of that property.

31. **Employment Eligibility Verification (E-VERIFY).** Pursuant to Florida Statutes, Section 448.095, any Contractor performing services within Approvals shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the Jurisdictions or EWCDD incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the Jurisdictions or EWCDD. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

32. **Term.** The terms of this Agreement shall be thirty (30) years which may be extended upon the request of any of the EWCDD, its successors or assigns, or the Jurisdictions, for an additional time period of no greater than thirty (30) years.

33. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the Jurisdictions or the EWCDD, including, but not limited to global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a "Force Majeure Event"), either Party may upon notice, suspend efforts

to complete any obligations contained in this Agreement while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

34. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall be deemed to confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

35. **Estoppel Certificate.** Each Party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting Party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying Party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

36. **Liability of Successors.** Notwithstanding any other provision of this Agreement, on conveying a portion of Edgewater West, the EWCDD may expressly agree in a recorded writing that the third-party successor is obligated only for those obligations, liabilities, and requirements of this Agreement that the third-party successor expressly assumes in writing (which assumption shall be deemed to include at a minimum all obligations, liabilities, and requirements that directly affect or require the successor's land). If the EWCDD records such an agreement, the other Parties shall look solely to the EWCDD for those obligations, liabilities, and requirements the third-party successor did not expressly assume.

37. **Annual Review.** The Jurisdictions shall review the land subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the Agreement. If the Jurisdictions find, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the Agreement, the Agreement may be revoked or modified by the Jurisdictions.

38. **Annexation.** As of the date of this Agreement, Edgewater West has been annexed into the City. The parties agree that mobility fee credits shall not be diminished or reduced upon transfer from the County to the City. By way of example, if one million dollars (\$1,000,000) of earned and unused mobility fee is available for application prior to annexation and is transferred by the County to the City upon annexation, the same one million dollars (\$1,000,000) of earned and unused mobility fee credit will be available for application to development within the City.

39. **Maintenance Bond.** A maintenance bond in the form attached hereto and incorporated herein as **Exhibit J** shall be provided upon the acceptance of each road segment.

40. **Special Conditions.** The Jurisdictions agree to update their Comprehensive Plans to match the transportation network as set forth in this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

CITY OF ST. CLOUD, FLORIDA

By: _____
Nathan Blackwell, City Mayor

ATTEST:

Ivy Llauro, City Clerk

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

ATTEST:

OSCEOLA COUNTY CLERK OF THE COURT

By: _____

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes**
By: _____
Name: _____
Its: _____

Signed, sealed and delivered
in the presence of:

Witness Signature

Witness (Print Name)

Address: _____

Witness Signature

Witness (Print Name)

Address: _____

**STATE OF _____)
COUNTY OF _____)**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, a Florida Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, on behalf of said district. He/she is personally known to me or has produced _____ as identification (if left blank, then personally known to me).
(Notary Seal)

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 10,745	\$ -	\$ -	\$ 10,745
Investments				
Revenue	-	1,156,346	-	1,156,346
Reserve	-	1,931,265	-	1,931,265
Construction	-	-	16,788,738	16,788,738
Cost of issuance	-	68	-	68
Due from Landowner	39,341	553,817	-	593,158
Due from Starlight Homes	-	645,029	-	645,029
Total assets	<u>\$ 50,086</u>	<u>\$4,286,525</u>	<u>\$16,788,738</u>	<u>\$21,125,349</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 38,576	\$ -	\$ -	\$ 38,576
Accrued taxes payable	30	-	-	30
Retainage payable	-	-	164,093	164,093
Contracts payable	-	-	85,434	85,434
Landowner advance	6,000	-	-	6,000
Landowner advance - advertising	5,521	-	-	5,521
Total liabilities	<u>50,127</u>	<u>-</u>	<u>249,527</u>	<u>299,654</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	39,341	1,198,845	-	1,238,186
Total deferred inflows of resources	<u>39,341</u>	<u>1,198,845</u>	<u>-</u>	<u>1,238,186</u>
Fund balances:				
Restricted				
Debt service	-	3,087,680	-	3,087,680
Capital projects	-	-	16,539,211	16,539,211
Unassigned	(39,382)	-	-	(39,382)
Total fund balances	<u>(39,382)</u>	<u>3,087,680</u>	<u>16,539,211</u>	<u>19,587,509</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 50,086</u>	<u>\$4,286,525</u>	<u>\$16,788,738</u>	<u>\$21,125,349</u>
Total liabilities and fund balances	<u>\$ 50,086</u>	<u>\$4,286,525</u>	<u>\$16,788,738</u>	<u>\$21,125,349</u>

*The bank statement was not received in time for financial statement preparation.

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 64	\$ 23,880	\$ 98,790	24%
Total revenues	<u>64</u>	<u>23,880</u>	<u>98,790</u>	24%
EXPENDITURES				
Professional & administrative				
Supervisors	215	646	-	N/A
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	3,013	15,366	25,000	61%
Engineering	-	14,170	2,000	709%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	1,166	2,000	58%
Trustee*	-	-	5,500	0%
Telephone	-	50	200	25%
Postage	68	393	500	79%
Printing & binding	42	292	500	58%
Legal advertising	64	621	1,750	35%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	703	750	94%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>7,649</u>	<u>68,512</u>	<u>98,790</u>	69%
Excess/(deficiency) of revenues over/(under) expenditures	(7,585)	(44,632)	-	
Fund balances - beginning	(31,797)	5,250	-	
Fund balances - ending	<u>\$ (39,382)</u>	<u>\$ (39,382)</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 SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Special assessment: off-roll	\$ 1,156,346	\$ 1,156,346
Interest	6,967	40,733
Total revenues	<u>1,163,313</u>	<u>1,197,079</u>
EXPENDITURES		
Cost of issuance	-	234,437
Underwriters discount	-	560,000
Total expenditures	<u>-</u>	<u>794,437</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,163,313	402,642
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,727,901
Original issue discount	-	(42,863)
Total other financing sources	<u>-</u>	<u>2,685,038</u>
Net change in fund balances	1,163,313	3,087,680
Fund balances - beginning	1,924,367	-
Fund balances - ending	<u><u>\$ 3,087,680</u></u>	<u><u>\$ 3,087,680</u></u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 71,482	\$ 484,366
Total revenues	<u>71,482</u>	<u>484,366</u>
EXPENDITURES		
Construction costs	1,960,878	9,182,769
Total expenditures	<u>1,960,878</u>	<u>9,182,769</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,889,396)	(8,698,403)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	25,272,099
Total other financing sources/(uses)	<u>-</u>	<u>25,272,099</u>
Net change in fund balances	(1,889,396)	16,573,696
Fund balances - beginning	18,428,607	(34,485)
Fund balances - ending	<u>\$ 16,539,211</u>	<u>\$ 16,539,211</u>

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater West Community Development District held a Regular Meeting and Audit Committee Meeting on April 3, 2025 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:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Kate John	District Counsel
Shawn Hindle	District Engineer
Mike Osborn	BTI Partners
Dave D'Ambrosio (via telephone)	BTI Partners

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:42 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

Discussion: FY2026 Draft Budget

Mr. Torres stated preparation of the proposed Fiscal Year 2026 budget is underway.

FOURTH ORDER OF BUSINESS**Consideration of Evaluation Criteria for
Landscape Installation RFP (ED3/ED5) and
Authorization to Publish RFP**

Mr. Torres presented the Evaluation Criteria for the Landscape Installation Request for Proposals (RFP), which is the same as used for other CDDs. It was noted that this is for ED3/ED7, not ED5; the RFP will be updated accordingly. The RFP will be provided to Mr. Hindle for his review once it is ready.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Evaluation Criteria for the Landscape Installation RFP for ED3/ED7, as amended to change ED5 to ED7, and authorizing Staff to publish the RFP, was approved.

FIFTH ORDER OF BUSINESS**Ratification of Jr. Davis Construction
Company, Inc., Construction Agreement
for Whaley Lane Wetland Crossing Road
Civil Site Work**

Mr. Torres presented the Jr. Davis Construction Company, Inc., Construction Agreement for Whaley Lane Wetland Crossing Road Civil Site Work.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Jr. Davis Construction Company, Inc., Construction Agreement for Whaley Lane Wetland Crossing Road Civil Site Work, was ratified.

SIXTH ORDER OF BUSINESS**Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting**

The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

SEVENTH ORDER OF BUSINESS**Review of Responses to Request for
Proposals (RFP) for Annual Audit Services****A. Affidavit of Publication**

B. RFP Package

These items were included for informational purposes.

C. Respondent(s)

Mr. Torres discussed the pricing of each respondent, his experience with each and his scoring and ranking.

I. Berger, Toombs, Elam, Gaines & Frank

Bid \$4,100 for Fiscal Year 2024; \$5,500 if bond issuance occurs in Fiscal Year 2024.

II. DiBartolomeo, McBee, Hartley & Barnes, P.A.

Bid \$3,150 for Fiscal Year 2024 and optional renewals at \$3,300 for Fiscal Year 2025, \$3,450 for Fiscal Year 2026, \$3,600 for Fiscal Year 2027 and \$3,750 for Fiscal Year 2028. The fee with bond issuance was not provided.

III. Grau & Associates

Bid \$2,800 for Fiscal Year 2024, \$2,900 for Fiscal Year 2025 and \$3,000 for Fiscal Year 2026; if bonds are issued, the fee increases by \$1,500.

D. Auditor Evaluation Matrix/Ranking

Mr. Torres presented the Audit Selection Committee's agreed upon scores and ranking of the respondents, as follows:

#1	Grau & Associates	100 points
#2	DiBartolomeo, McBee, Hartley & Barnes, P.A.	98 points
#3	Berger, Toombs, Elam, Gaines & Frank	97 points

EIGHTH ORDER OF BUSINESS**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

NINTH ORDER OF BUSINESS**Consider Recommendation of Audit Selection Committee****• Award of Contract**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the accepting the Audit Selection Committee's scores, ranking and recommendation, ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services as the Board's own, and awarding the Annual Audit Services contract to Grau & Associates, was approved.

TENTH ORDER OF BUSINESS**Consent Agenda**

- A. Acceptance of Unaudited Financial Statements as of February 28, 2025
- B. Approval of March 6, 2025 Public Hearing and 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.

ELEVENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP

Ms. John stated that work on the Landscape RFP will continue.

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

Mr. Hindle recalled that a new contractor was engaged to work on ED-37 and stated that the contractor is doing a good job.

- Consideration of Hanson, Walker and Associates, Inc., Job #5492-02 Construction Management Services Agreement for Wetlands Crossing Road

This item was an addition to the agenda.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Hanson, Walker and Associates, Inc., Job #5492-02 Construction Management Services Agreement for Wetlands Crossing Road, in a not-to-exceed amount of \$102,500, was approved.

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

The Field Operations Status Report was included for informational purposes.

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

- NEXT MEETING DATE: May 1, 2025 at 9:00 AM

143 ○ **QUORUM CHECK**

144

145 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

146

147 Mr. Kramer stated that work on a Mobility Fee Credit Agreement with the City and
148 County is underway.

149

150 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

151

152 No members of the public spoke.

153

154 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

155

156 On MOTION by Ms. Pino and seconded by Mr. Kramer, with all in favor, the
157 meeting adjourned at 9:53 a.m.

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162

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

163
164
165
166

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
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MEMORANDUM

TO: Ernesto Torres, District Manager
Shawn Hindle, District Engineer
Edgewater West Community Development District (“District”)

FROM: Michael C. Eckert and Kate V. John, Kutak Rock LLP

DATE: May 27, 2025

RE: Requirement for Written Notice to Developer Regarding Oversizing Items of Work Costs

Overview

This memorandum serves to alert you to the requirement stated in Section 3.1 of the *Agreement Between the Edgewater West Community Development District and EW Property Holdings, LLC, Relating to Oversizing of Infrastructure and the Sale of Impact Fee Credits and Mobility Fee Credits (Phase 1)* (“**Agreement**”).

Requirement

Pursuant to Section 3.1 of the Agreement, the Developer shall pay all the costs of Oversizing of Items of Work that are not funded from the proceeds of the sale of the Credits. The District must provide the Developer with a written notice concerning the District Engineer’s determination of costs incurred that are attributable to the cost of the Oversizing Items of the Work. See Section 3.1 of the Agreement:

“Cost Allocation. Developer shall pay all of the costs of Oversizing Items of Work that are not funded from the proceeds of the sale of the Credits pursuant to Section 5 below. Payment shall be made in accordance with Sections 4, 5 and 6 hereof. The District’s engineer, currently Hanson Walter & Associates, Inc., and any successor engineer for the District (“**District Engineer**”) shall initially determine the amount of costs incurred that are attributable to the Oversizing Items of Work. The District shall provide the Developer with written notice of the District Engineer’s determination of the amount of costs incurred that are attributable to the Oversizing Items of Work.”

Action Needed

In accordance with Section 3.1 of the Agreement, please ensure that the District Engineer provides the initial determination of the costs incurred that are attributable to the Oversizing Items of Work. Then prepare the necessary written notice (precisely communicating the amount of costs as determined by the District Engineer) and deliver the written notice to the Developer in accordance with the stipulations of the Agreement.

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

TO: ERNESTO TORRES, DISTRICT MANAGER

FROM: MICHAEL C. ECKERT AND KATE JOHN, KUTAK ROCK LLP

DATE: APRIL 25, 2025

RE: COLLECTION AND DISTRIBUTION OF FORCE MAIN FEE –
EDGEWATER WEST CDD (“DISTRICT”)

To provide for efficient and effective District operations and to fund the costs associated with the long-term costs associated with waste water capacity maintenance, and as required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD dated December 18, 2024 between the District, Toho Water Authority (“Toho”) and others (“Agreement”), the District must remit a \$300 fee per platted residential lot to Toho before the lot is issued a residential water meter. To provide for the timely collection and distribution of the fee, the following protocol is suggested which provides that the District will collect and distribute the fee around the time of platting of the residential lot, which allows for payment to Toho in plenty of time before a residential water meter will be needed.

The District Board adopted Resolution 2025-05, attached as **Exhibit A**, which provides for payment of a \$300 fee per platted residential lot due within thirty (30) days of platting. This fee is collected by the CDD and transmitted to the Toho.

Step 1

A plat is submitted to, or comes to the attention of, the District Manager. Applicable assessment resolutions require landowners to submit plats to the District Manager, but this does not always happen in a timely manner. Therefore, the District Manager should check the Osceola County Property Appraiser Website at least once per month to determine if a new plat has been recorded within the boundaries of the District. Alternatively, District Counsel can check this public website. The District Manager should inform District Counsel if District Counsel is to perform this task on a moving forward basis.

Step 2

After a plat is received by the District Manager, the District Manager shall calculate the number of platted residential lots/units contained within the plat.

Step 3

The District Manager should contact the entity platting the property by phone to advise of the fee and let the entity know an invoice is being issued.

Step 4

The District Manager should issue an invoice to the entity platting the residential lots containing at least the information in **Exhibit B**, attached hereto. A copy of Resolution 2025-05 should be provided with the invoice.

Step 5

The District Manager should track payment of the fee and impose the penalties authorized in Resolution 2025-05. The District Manager should issue an AR invoice for each month for which the balance remains outstanding.

Step 6

The District Manager receives payment and deposits into the general fund.

Step 7

The District Manager remits payment to Toho in the amount of \$300 per platted residential lot/unit from the general fund. Any penalties are to be retained in the District's general fund and not remitted to Toho. The District Manager should send a copy of the plat with the payment and instruct Toho to apply the payment to the residential lots established by the plat. See **Exhibit C** for a sample letter.

Step 8

The District Manager should keep a log/chart of all the platted lots for which the \$300 fee has been paid to the CDD and for which the CDD has remitted to Toho.

Additional Best Practice

Each time a builder contacts the CDD regarding an estoppel letter for property it intends to buy from the developer, the CDD should include the requirement of the Force Main Fee in the estoppel letter.

EXHIBIT A Resolution 2025-05
EXHIBIT B Minimum Invoice Information
EXHIBIT C Sample Letter to Toho

EXHIBIT A

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH AN FORCE MAIN FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Edgewater West Community Development District ("**District**") was established by Ordinance No. 2024-13 adopted by the Board of County Commissioners of Osceola County, Florida; and

WHEREAS, the District is organized and exists pursuant to the provisions of the Uniform Community Development District Act of 1980, codified as Chapter 190 of the Florida Statutes ("**Act**"); and

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Section 190.011(5), F.S. to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board is authorized by section 190.011(9), F.S. to charge, collect, and enforce fees and other user charges; and

WHEREAS, the Board is authorized by Section 190.011(10), F.S. to raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the Board is authorized by Section 190.011(12), F.S. to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(15), F.S. to exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(16), F.S. to exercise such special powers as may be authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.012(1)(b), F.S. to finance, fund, plan, and establish water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof; and

WHEREAS, the Board is authorized by Section 190.012(1)(g), F.S. to finance, fund, plan and establish any other project within or without the boundaries of a district when the project is the

subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the Board is authorized by Section 190.012(1)(h), F.S, to finance, fund, plan and establish any project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district; and

WHEREAS, to provide for efficient and effective District operations and to fund the costs associated with a future force main ("Force Main") required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho Water Authority ("Agreement"), the Board finds that it is in the best interests of the District to adopt a one-time fee, with associated penalties for late payment ("Force Main Fee"); and

WHEREAS, the funding and construction of the Force Main is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the funding and construction of the Force Main is required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

WHEREAS, the Board of Supervisors previously passed and adopted Resolution 2025-04 on January 9, 2025, which included its proposed Rule for the Force Main Fee ("**Rule**"); and

WHEREAS, the District published notices regarding the Rule in accordance with Florida Law and held a public hearing on the Rule on March 6, 2025; and

WHEREAS, the Board of Supervisors finds that the adoption of the Rule, as set forth in Exhibit A, is appropriate, fair and in the best interests of the District, its constituents and the public.

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

SECTION 1. This Resolution is adopted pursuant to Chapters 190, *Florida Statutes*.

SECTION 2. The Rule, attached hereto as **Exhibit A**, is hereby adopted. The District Manager and other District staff are hereby authorized and directed to take all actions necessary to enforce the Rule without further action by the Board.

SECTION 3. The Rule shall take effect immediately and remain in full force and effect until such time as the Board of Supervisors amends or terminates the Rule.

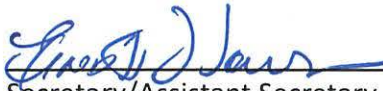
SECTION 4. If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 5. This Resolution shall be effective upon adoption by the Board of Supervisors of the District.

PASSED AND ADOPTED this 6th day of March 2025, by the Board of Supervisors of the Edgewater West Community Development District.

ATTEST:

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chair/Vice-Chair, Board of Supervisors

Exhibit A

RULE ESTABLISHING THE FORCE MAIN FEE

The District and the Toho Water Authority entered into an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 ("Agreement"). The Agreement requires the District to remit to Toho the amount of \$300 per platted residential unit no later than the time that a water meter is purchased for such platted lot. Such funds are associated with a 12" force main that will be required in the future to serve the lands within the District.

To ensure the timely collection of such funds, a one-time Force Main Fee in the amount of \$300 per platted residential lot shall be due to the District. Such fee shall be due and payable by the owner of the platted lot within thirty (30) days of the recording of the plat establishing the lot.

In the event the Force Main Fee is not paid within thirty (30) days of the recording of the plat establishing the lot, the District shall assess a penalty of \$50 for the first day the payment is late plus \$10 per day thereafter.

The District Board of Supervisors shall have the authority to waive all or a portion of the penalties by motion based on a showing of good cause by the owner of the lot or its predecessor, as determined by the District Board of Supervisors in its sole discretion.

EXHIBIT B

Minimum Invoice Information

INVOICE FOR FORCE MAIN FEE IMPOSED BY RESOLUTION 2025-05

To: [INSERT NAME AND ADDRESS OF PLATTING ENTITY]

From: Edgewater West CDD (“District”)

The District has received and reviewed the plat entitled _____ (“Plat”). Pursuant to District Resolution 2025-05, a copy of which is enclosed, a fee of \$300 per platted residential lot/unit (“Force Main Fee”) is due to the District within thirty days of the recording of the plat.

The plat was recorded on _____, 20____. The District has identified ____ residential lots created by the Plat. Therefore, a total Force Main Fee of \$_____ is due to the District by _____, 20____.

Please remit full payment on or before _____, 20____. Please note that Resolution 2025-05 provides that if the Force Main Fee for a lot/unit is not paid within thirty (30) days of the recording of the plat establishing the lot/unit, the District shall assess a penalty of \$50 for the first day the payment is late plus \$10 per day thereafter.

NOTE: THE PURPOSE OF THIS FEE IS NOT TO FUND CONSTRUCTION OF THE OFFSITE FORCE MAIN. RATHER, THE PURPOSE OF THE FEE IS TO FUND TOHO WATER AUTHORITY’S LONG-TERM COSTS ASSOCIATED WITH WASTE WATER CAPACITY MAINTENANCE.

Encl. Resolution 2025-05

EXHIBIT C

Form of Letter to Toho

Toho Water Authority

Attn: _____

RE: Payment of \$300 fee as required by the FORCE MAIN CONSTRUCTION AGREEMENT
KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho
Water Authority ("Agreement")

Dear _____:

Our firm is the District Manager for the Edgewater West Community Development District ("District"). Pursuant to the Agreement, the District is obligated to remit to Toho Water Authority ("Toho") a fee of \$300 per platted residential lot ("Fee") on or before issuance of a residential water meter for the lot.

For your reference, I enclose the plat entitled _____ and found at Plat Book ____, Page ____, of the Official Records of Osceola County, Florida ("Plat"). As you can see, the Plat contains ____ residential lots ("Lots"). To satisfy the Fee owed to Toho under the Agreement for these Lots, a check in the amount of \$_____ is enclosed. This payment was calculated by multiplying the number of Lots by \$300.

Please update Toho's records to show that the Lots have fully satisfied the Fee required by the Agreement. In addition, please ensure that the payment enclosed with this correspondence is applied only to the Lots, and to no other real property.

Please contact me at _____ with any questions or concerns. Thank you.

Sincerely,

District Manager

Encl. Plat
Payment

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C

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 Meeting3qz0	9:15 AM
January 9, 2025*	Regular Meeting	9:15 AM
February 6, 2025 CANCELED	Regular Meeting	9:45 AM
March 6, 2025	Public Hearing and Regular Meeting <i>Adoption of Force Main Fee</i>	9:30 AM
April 3, 2025	Regular Meeting	9:15 AM
May 1, 2025 CANCELED NO QUORUM	Regular Meeting	9:15 AM
June 5, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	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.*