

# **EDGEWATER WEST**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 2, 2026**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

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

March 26, 2026

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

Board of Supervisors  
Edgewater West Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Regular Meeting on April 2, 2026 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 Change Orders
  - A. Jr. Davis Construction Company, Inc. No. 002 [Whaley Lane Wetland Crossing Road Civil Site Work]
  - B. Duval Landscape Maintenance, LLC No. 002 [ED3/ED7, Phase 1 & ED5, Phase 2 Landscape and Irrigation Work]
4. Review of Qualifications for Construction Engineering and Inspection Services for Neighborhood Connector Road Project
  - A. Respondents
  - B. Ranking/Evaluation
  - C. Authorization to Negotiate and Finalize Contract(s)
5. Consent Agenda
  - A. Acceptance of Unaudited Financial Statements as of February 28, 2026
  - B. Approval of March 20, 2026 Special Meeting Minutes
  - C. Ratification Items
    - I. Kenneth Kirchman Foundation Lake X Mitigation Credits Purchase Agreement

II. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

6. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Hanson, Walter & Associates, Inc.*
- C. Field Operations: *Wrathell, Hunt and Associates, LLC*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 7, 2026 at 9:15 AM

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JODY PINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form: October 1, 2025 - September 30, 2026 (*for informational purposes*)

7. Board Members' Comments/Requests

8. Public Comments

9. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

Sincerely,



Ernesto Torres  
 District Manager

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

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

**PARTICIPANT PASSCODE: 782 134 6157**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**CHANGE ORDER FORM  
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

Whaley Lane Wetland Crossing Road Civil Site Work – Edgewater West CDD

**CHANGE ORDER NO. 002**

**DATE: March 31, 2026.**

**CONTRACTOR: Jr. Davis Construction Company, Inc.**

**OWNER: Edgewater West CDD**

**AGREEMENT DATE: March 21, 2025.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE ..... \$ 19,319,262.00 .

Current CONTRACT PRICE ADJUSTED by previous  
CHANGE ORDER ..... \$ 20,849,510.28 .

The CONTRACT PRICE due to this CHANGE ORDER will  
increase/decrease by ..... \$ 2,108,578.32 .

The new CONTRACT PRICE including this ORDER will be ..... \$ 22,958,088.60 .

The new CONTRACT TIME due to this CHANGE ORDER will  
increase/decrease by ..... 0 days .

The new CONTRACT TIME including this ORDER will be ..... 518 days .

The date for SUBSTANTIAL COMPLETION of all work  
will be ..... TBD .

**CHANGES ORDERED:**

I. GENERAL

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

**PROJECT: Whaley Wetland Crossing Road Civil Site Work – Edgewater West CDD**

**PROJECT NO.: 5492-02**

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #003: OUC Duct Bank and Street Lighting .....	\$1,836,209.00
RFCO #004: Revision 13 Changes .....	\$272,369.32

2. Justification

RFCO #003: These changes represent the cost to install the Electrical and Lighting Conduit System.  
RFCO #004: These changes represent the additional costs associated with Plan Revision 13.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

RFCO #003: Installation of Electrical and Street Lighting Conduit System for power and street lighting.  
RFCO #004: Construction plans Revision #13 Additional Earthwork, Stockpile, Storm Drainage, Water, Reuse, & Force Main Stubs and Carrier Pipe resizing.

2. Justification

RFCO #003: These costs reflect the cost associated with OUC Requirements.  
RFCO #004: These costs reflect the cost associated with changes to the contractor's scope of work.

3. Payment

Payments will be made as a lump sum basis per the prices listed in the request for change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater West CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:

Edgewater West CDD

Change(s) Ordered by:

Hanson Walter and Associates, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED BY:

Edgewater West CDD  
(Owner)

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

END OF SECTION

# Whaley Lane Wetland Crossing OUC Duct Bank & OUC Street Lighting



## JR. DAVIS CONSTRUCTION

210 Hangar Road  
Kissimmee, FL, 34741

**Contact:** Trevor Conley  
**Phone:** 407-870-0066  
**Email:** trevor.conley@jr-davis.com

Quote To: Eric Lavoie  
Company: BTI Partners  
Phone: 407-232-4697  
Email: elavoie@btipartners.com

Proposal Date: 1/16/2026  
Date of Plans: N/A, Plans Rec'd 11/20/2025  
Revision Date:  
Addendums:  
HCSS#: 2229RFCO03

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>CONTRACT DAYS</b>					
1100	CONTRACT DAYS		DA		
<b>CONTRACT DAYS</b>					
<b>OU DUCT BANK SYSTEM</b>					
2010	3"-2 WAY	375.00	LF	10.80	4,050.00
2020	6"-1 WAY	1,520.00	LF	12.00	18,240.00
2030	6"-2 WAY, 3"-2 WAY	300.00	LF	61.00	18,300.00
2040	6"-10 WAY, 4"-2 WAY, 4/O CU GROUND	6,345.00	LF	186.60	1,183,977.00
2050	3" GALVANIZED SWEEPS	16.00	EA	164.00	2,624.00
2060	6" GALVANIZED SWEEPS	16.00	EA	860.00	13,760.00
2070	40X40 TRANSFORMER PADS	4.00	EA	530.00	2,120.00
2080	SWITCH GEAR PADS	2.00	EA	3,190.00	6,380.00
2090	6'X15' OUC MANHOLES	10.00	EA	33,050.00	330,500.00
2100	10'16' OUC MANHOLES	2.00	EA	45,800.00	91,600.00
2110	STRING/SOD/MISC FITTINGS	1.00	LS	41,790.00	41,790.00
<b>OU DUCT BANK SYSTEM</b>					<b>1,713,341.00</b>
<b>OU STREET LIGHTING</b>					
3010	2" PVC	9,240.00	LF	10.00	92,400.00
3020	2" SWEEPS	124.00	EA	32.00	3,968.00
3030	OU JUNCTION BOXES	54.00	EA	352.00	19,008.00
3040	OU SECONDARY BOXES	4.00	EA	408.00	1,632.00
3050	STRING/MISC FITTINGS	1.00	LS	5,860.00	5,860.00
<b>OU STREET LIGHTING</b>					<b>122,868.00</b>
<b>GRAND TOTAL</b>					<b>\$1,836,209.00</b>

**NOTES:**

PROPOSAL BASED ON OUC DUCT BANK/MANHOLE AND OUC STREET LIGHTING SYSTEM PLANS RECEIVED 11/20/2025. NO ENGINEERED DESIGN PROVIDED AT TIME OF PROPOSAL.

ALL SCOPED PROVIDED HEREIN TURNKEY AND BASED ON OUC NOTES AND DETAILS PROVIDED IN PLANS RECEIVED 11/20/2025.

PROPOSAL ASSUMES USE OF EXISTING DEWATERING SYSTEM INSTALLED BY JDC FOR UTILITIES. NO NEW DEWATERING SOCK INCLUDED IN PROPOSAL.

OWNER TO PROVIDE NOTICE TO PROCEED OR DIRECTIVE IN WRITING FOR CONTRACTOR TO PROCEED WITH MATERIAL PROCUREMENT AND SHOP DRAWINGS.

NO REQUEST FOR ADDITIONAL TIME INCLUDED WITHIN THIS RFCO. CONTRACT TIME FOR WHALEY LANE WETLAND CROSSING HAS NOT STARTED AS OF 1/16/2026, PER THE LIMITED NOTICE TO PROCEED.

# EDW Whaley Lane Wetland Crossing Revision 13 Change Order



## JR. DAVIS CONSTRUCTION

210 Hangar Road  
Kissimmee, FL, 34741

**Contact:** Trevor Conley  
**Phone:** 407-870-0066  
**Email:** Trevor.Conley@ Jr-Davis.com

<u>Quote To:</u>	Eric Lavoie	<u>Proposal Date:</u>	March 4, 2026
<u>Company:</u>	EDW Community Development District	<u>Date of Plans:</u>	08/31/2022
<u>Phone:</u>		<u>Revision Date:</u>	12/8/2025 Rev 13
<u>Email:</u>		<u>Addendums:</u>	
		<u>HCSS#:</u>	2229RFC004

PLAN CHANGES REV. 8 TO REV. 13

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>GENERAL CONDITIONS</b>					
1045	Add Construction Layout	1.00	LS	8,500.00	8,500.00
1065	Add Certified As-Builts	1.00	LS	2,220.00	2,220.00
<b>GENERAL CONDITIONS TOTAL</b>					<b>10,720.00</b>
<b>EARTHWORK/GRADING</b>					
2250	Add Site Excavation	19,374.00	CY	3.38	65,484.12
2350	Add Stockpile Excavation not used for Site Fill	19,374.00	CY	1.35	26,154.90
2400	Add Dewatering	1.00	LS	22,000.00	22,000.00
<b>EARTHWORK/GRADING TOTAL</b>					<b>113,639.02</b>
<b>STORM DRAINAGE</b>					
4290	Add Pipe, RND, 18" S/CD	36.00	LF	95.00	3,420.00
4305	Deduct Pipe, RND, 24" S/CD	-29.00	LF	130.00	-3,770.00
<b>STORM DRAINAGE TOTAL</b>					<b>-350.00</b>
<b>WATER SYSTEM</b>					
6145	Add 16" PVC Water Main	114.00	LF	99.00	11,286.00
6305	Add 16" Gate Valve	3.00	EA	8,925.00	26,775.00
6350	Add Test and Chlorinate	114.00	LF	3.15	359.10
6385	Add 16" Water Main 2" Blowoff	1.00	EA	2,300.00	2,300.00
6390	Add 16" Water Main Automatic Flushing Valve	1.00	EA	10,225.00	10,225.00
6425	Add Water Main Fittings	1.00	LS	4,383.00	4,383.00
<b>WATER SYSTEM TOTAL</b>					<b>55,328.10</b>
<b>RECLAIMED WATER SYSTEM</b>					
7345	Add Reclaim Water Fittings	1.00	LS	5,353.00	5,353.00
<b>RECLAIMED WATER SYSTEM TOTAL</b>					<b>5,353.00</b>
<b>SANITARY SYSTEM</b>					
8102	Add 12" PVC Force Main	4,871.00	LF	80.00	389,680.00
8115	Deduct 10" PVC Force Main	-4,871.00	LF	65.00	-316,615.00
8122	Add 14" HDPE DR-17 Carrier Pipe	1,446.00	LF	60.00	86,760.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8135	Deduct 12" HDPE Carrier Pipe	-1,446.00	LF	59.30	-85,747.80
8227	Add 12" FM Gate Valve	11.00	EA	4,850.00	53,350.00
8235	Deduct 10" FM Gate Valve	-11.00	EA	4,500.00	-49,500.00
8295	Add Force Main Fittings	1.00	LS	9,752.00	9,752.00
<b>SANITARY SYSTEM TOTAL</b>					<b>87,679.20</b>

**GRAND TOTAL**

**\$272,369.32**

**NOTES:**

PROPOSAL IS BASED ON PLAN CHANGES FROM REV. 8 TO REV. 13 DRAWINGS. PLEASE SEE BELOW FOR ADDITIONAL CLARIFICATIONS.

- Proposal is based on all dewatering being discharged offsite.
- Unsuitable soils shall be stockpiled/placed onsite in non-structural areas.
- This proposal is based on utilizing all onsite materials. No import fill is included.
- Any excess fill material is to be stockpiled at the locations shown in the revised plans. No haul off of this material is included.

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**CHANGE ORDER FORM  
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

ED3/ED7, PHASE1 & ED5, PHASE2 Landscape and irrigation Work – Edgewater West CDD

**CHANGE ORDER NO. 002**

**DATE: March 31, 2026**

**CONTRACTOR: Duval Landscape Maintenance LLC.**

**OWNER: Edgewater West CDD**

**AGREEMENT DATE: July 23, 2025**

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE ..... \$ 911,000.00 .

Current CONTRACT PRICE ADJUSTED by previous  
CHANGE ORDER ..... \$ 936,962.91 .

The CONTRACT PRICE due to this CHANGE ORDER will  
increase/decrease by ..... \$ 28,500.00 .

The new CONTRACT PRICE including this ORDER will be ..... \$ 965,462.91 .

The new CONTRACT TIME due to this CHANGE ORDER will  
increase/decrease by ..... 0 days .

The new CONTRACT TIME including this ORDER will be ..... 60 days .

The date for SUBSTANTIAL COMPLETION of all work  
will be ..... September 21, 2025 .

**CHANGES ORDERED:**

**I. GENERAL**

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

**PROJECT: ED3/ED7, PHASE1 & ED5, PHASE2 Landscape and irrigation Work – Edgewater West CDD**

**PROJECT NO.: 5492-01**

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

CO-002: Additional Oak trees damaged by freeze - \$28,500.00

2. Justification

CO-002: These plants are needed to replace trees damaged to freezing temperatures. City of St. Cloud requirement.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

CO-002: Additional Plants - \$28,500.00

2. Justification

These changes reflect the cost associated with replacing 38 Oak tree plantings.

3. Payment

Payments will be made as a lump sum basis per the prices listed in the request for change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater West CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:

Edgewater West CDD

Change(s) Ordered by:

Hanson Walter and Associates, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED BY:

Edgewater East CDD  
(Owner)

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

END OF SECTION



Duval Landscape Maintenance  
 7011 Business Park Blvd N  
 Jacksonville, FL 32256  
 www.duvallandscape.com

**PROPOSAL**

Date	Proposal No.
03/20/26	41208

CUSTOMER
Edgewater West CDD Attn: District Manage 2300 Glades Road, Suite 410W, Boca Raton, FL 33431

PROPERTY
Edgewater West CDD Cross Pr Parkway / Toho Shrs Dr St. Cloud, FL 34772

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
<b>Arborist trees</b>			
Enhancement/Extra Services			
Live Oak 4" CAL 15'-16' HT	38.00	\$750.00	\$28,500.00
Pine Bark - CY	75.00	\$0.00	\$0.00

<b>Total:</b>	<b>\$28,500.00</b>
---------------	--------------------

By \_\_\_\_\_  
 Joshua Feagin

Date 3/20/2026  
 \_\_\_\_\_  
 Duval Landscape Maintenance

By \_\_\_\_\_

Date \_\_\_\_\_  
 Edgewater West CDD

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR  
NEIGHBORHOOD CONNECTOR ROAD PROJECT**

**SCORING CRITERIA FOR SUBMITTALS**

The “**Scoring Criteria**” is made up of the categories below (“**Category(ies)**”) that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as “**Points Possible**” are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses.

<b><u>EVALUATION CATEGORIES</u></b>	<b><u>POINTS POSSIBLE</u></b>
• Ability and Adequacy of Personnel	25
• Consultant’s Past Performance	25
• Geographic Location	20
• Willingness to Meet Time and Budget Requirements	15
• Certified Minority Business Enterprise	5
• Recent, Current and Projected Workloads	8
• Volume of Work Previously Awarded to Consultant by District	<u>2</u>
<b>GRAND TOTAL OF POINTS</b>	<b>100 POINTS</b>

**Edgewater West Community Development District**  
**REQUEST FOR QUALIFICATIONS**  
**CONSTRUCTION ENGINEERING & INSPECTION SERVICES**  
**Scoring Criteria Ranking Sheet**

	<b>Ability and Adequacy of Personnel</b>	<b>Consultant's Past Performance</b>	<b>Geographic Location</b>	<b>Willingness to Meet Time and Budget Requirements</b>	<b>Certified Minority Business Enterprise</b>	<b>Recent, Current and Projected Workloads</b>	<b>Volume of Work Previously Awarded to Consultant by District</b>	<b>TOTAL SCORE</b>
<i>weight factor</i>	<b>25</b>	<b>25</b>	<b>20</b>	<b>15</b>	<b>5</b>	<b>8</b>	<b>2</b>	<b>100</b>
RESPONDENT								
.								

\_\_\_\_\_

Board Member's Signature

\_\_\_\_\_

Date

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**CONSENT**  
**AGENDA**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**

**CONSENT**  
**AGENDA**

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2026**

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,204	\$ -	\$ -	\$ 5,204
Bank United #4465	6,000	-	-	6,000
Investments				
Revenue	-	6,482	-	6,482
Reserve	-	1,997,934	-	1,997,934
Construction	-	-	4,098,449	4,098,449
Due from Landowner	72,131	-	-	72,131
Total assets	<u>\$ 83,335</u>	<u>\$2,004,416</u>	<u>\$ 4,098,449</u>	<u>\$ 6,186,200</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 72,980	\$ -	\$ -	\$ 72,980
Contracts payable	-	-	81,042	81,042
Retainage payable	-	-	706,439	706,439
Landowner advance	6,000	-	-	6,000
Landowner advance - advertising	4,486	-	-	4,486
Total liabilities	<u>83,466</u>	<u>-</u>	<u>787,481</u>	<u>870,947</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	72,131	-	-	72,131
Total deferred inflows of resources	<u>72,131</u>	<u>-</u>	<u>-</u>	<u>72,131</u>
Fund balances:				
Restricted				
Debt service	-	2,004,416	-	2,004,416
Capital projects	-	-	3,310,968	3,310,968
Unassigned	(72,262)	-	-	(72,262)
Total fund balances	<u>(72,262)</u>	<u>2,004,416</u>	<u>3,310,968</u>	<u>5,243,122</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 83,335</u>	<u>\$ 2,004,416</u>	<u>\$ 4,098,449</u>	<u>\$ 6,186,200</u>

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 31,474	\$ 31,740	\$ 345,590	9%
Total revenues	<u>31,474</u>	<u>31,740</u>	<u>345,590</u>	9%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	215	-	N/A
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	-	8,851	25,000	35%
Engineering	-	14,770	2,000	739%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	166	833	2,000	42%
Dissemination agent - 2nd bond series	-	-	5,500	0%
Trustee	-	4,246	5,500	77%
Telephone	17	83	200	42%
Postage	-	98	500	20%
Printing & binding	41	208	500	42%
Legal advertising	67	334	1,750	19%
Annual special district fee	-	175	175	100%
Insurance	-	5,565	6,500	86%
Contingencies/bank charges	85	447	750	60%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,376</u>	<u>55,825</u>	<u>105,290</u>	53%
<b>Field operations</b>				
Field operations management	1,458	5,833	16,000	36%
O&M accounting	-	-	3,300	0%
Stormwater management				
Lake maintenance	-	-	5,500	0%
Streetlighting	-	-	2,000	0%
Irrigation meter activate	-	-	3,000	0%
Pressure washing	-	-	1,000	0%
Electricity	-	-	2,500	0%
Landscape maint.				
Maintenance contract	4,964	22,971	100,000	23%
Plant replacement	-	-	10,000	0%
Landscape contingency	-	-	10,000	0%
Irrigation	-	-	20,000	0%
Irrigation repairs	3,750	8,165	5,000	163%
Mulch	-	-	25,000	0%
Annuals	-	-	20,000	0%
Other operation expenses	-	-	15,000	0%
Trash services	-	-	2,000	0%

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Total field operations	10,172	36,969	240,300	15%
Total expenditures	14,548	92,794	345,590	27%
 Excess/(deficiency) of revenues over/(under) expenditures	 16,926	 (61,054)	 -	
 Fund balances - beginning	 (89,188)	 (11,208)	 -	
Fund balances - ending	<u>\$ (72,262)</u>	<u>\$ (72,262)</u>	<u>\$ -</u>	

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2024  
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: off-roll	\$ -	\$ -	\$ 1,890,600	0%
Interest	6,149	34,439	-	N/A
Total revenues	<u>6,149</u>	<u>34,439</u>	<u>1,890,600</u>	2%
<b>EXPENDITURES</b>				
Principal	-	-	430,000	0%
Interest	-	733,906	1,467,813	50%
Total expenditures	<u>-</u>	<u>733,906</u>	<u>1,467,813</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	6,149	(699,467)	422,787	
Fund balances - beginning	1,998,267	2,703,883	-	
Fund balances - ending	<u>\$ 2,004,416</u>	<u>\$ 2,004,416</u>	<u>\$ 422,787</u>	

**EDGEWATER WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2024  
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 15,145	\$ 136,699
Total revenues	15,145	136,699
<b>EXPENDITURES</b>		
Construction costs	661,187	5,427,214
Total expenditures	661,187	5,427,214
Excess/(deficiency) of revenues over/(under) expenditures	(646,042)	(5,290,515)
Fund balances - beginning	3,957,010	8,601,483
Fund balances - ending	\$ 3,310,968	\$ 3,310,968

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

**CONSENT**  
**AGENDA**

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

The Board of Supervisors of the Edgewater West Community Development District held a Special Meeting on March 20, 2026 as soon after 9:15 a.m., as the matter could be heard, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

**Present:**

Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary
Justin Onorato	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Mike Eckert	District Counsel
Shawn Hindle	District Engineer
Eric Lavoie	BTI Partners
Bryan Merced (via telephone)	Field Operations
Jason Gonzalez (via telephone)	Bond Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rodriguez called the meeting to order at 9:28 a.m. Supervisors Kramer, Onorato and Pino were present. Supervisors Breakstone and Mays were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

Mr. Rodriguez stated Agenda Items 3B and 4B will be removed from the Agenda as they are not needed in relation to what is being considered.

Mr. Eckert stated the bonds were priced yesterday. The Bond Purchase Agreement was signed yesterday because it was within the parameters authorized by the Board. Late last night, Supplemental Methodologies for both Assessment Area Two and the Master Infrastructure Bond Area were issued. It is necessary to make sure the capitalized interest period mentioned in the Reports matches the term of the bonds sold. He asked for a motion allowing Staff to conform the final versions of those Supplemental Reports to match the terms of the bond sale.

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**On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, authorizing Staff to conform final versions of the Supplemental Reports to match the terms of the bond sale and for the Chair or Vice Chair to approve any changes to Reports or documents to align with the bond sale, was approved.**

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2026-06, Setting Forth the Specific Terms of the Edgewater West Community Development District’s Special Assessment Revenue Bonds, Series 2026 (Assessment Area Two); Confirming the District’s Provision of Infrastructure Improvements; Confirming and Adopting the Supplemental Engineer’s Report; Confirming and Adopting the Second Supplemental Assessment Methodology Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Assessment Area Two Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice Of Series 2026 Special Assessments (Assessment Area Two); Providing for Conflicts, Severability And an Effective Date**

Mr. Eckert presented Resolution 2026-06, related to Assessment Area Two.

- A. Exhibit A: Supplemental Engineer’s Report (Phase 2 Infrastructure Improvements)**
- B. Exhibit B: Second Supplemental Special Assessment Methodology Report (Assessment Area Two)**

**On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Resolution 2026-06, Setting Forth the Specific Terms of the Edgewater West Community Development District’s Special Assessment Revenue Bonds, Series 2026 (Assessment Area Two); Confirming the District’s Provision of Infrastructure Improvements; Confirming and Adopting the Supplemental Engineer’s Report; Confirming and Adopting the Second Supplemental Assessment Methodology Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Assessment Area Two Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice Of Series 2026 Special Assessments (Assessment Area Two); Providing for Conflicts, Severability And an Effective Date, was adopted.**

86 **FOURTH ORDER OF BUSINESS**

87 **Consideration of Resolution 2026-07,**  
88 **Setting Forth the Specific Terms of the**  
89 **Edgewater West Community Development**  
90 **District’s Special Assessment Revenue**  
91 **Bonds, Series 2026 (Master Infrastructure**  
92 **Bond Area); Confirming the District’s**  
93 **Provision of Infrastructure Improvements;**  
94 **Confirming and Adopting the Supplemental**  
95 **Engineer’s Report; Confirming and**  
96 **Adopting the Third Supplemental**  
97 **Assessment Methodology Report;**  
98 **Confirming, Allocating and Authorizing the**  
99 **Collection of Special Assessments Securing**  
100 **Master Infrastructure Bonds; Providing for**  
101 **the Application of True-Up Payments;**  
102 **Providing for the Supplement to the**  
103 **Improvement Lien Book; Providing for the**  
104 **Recording of a Notice of Series 2026 Special**  
105 **Assessments (Master Infrastructure Bond**  
106 **Area); Providing for Conflicts, Severability**  
107 **and an Effective Date**

108 Mr. Eckert presented Resolution 2026-07.

109 Discussion ensued regarding debt being assessed on the balance of Pods 5, 6, 7, 8 and 9.

110 It was noted that Assessment Area One and Assessment Area Two have long-term “A”  
111 bonds and everything else is included in the Master Infrastructure Bond Area. As those are  
112 developed, interest-only bonds will be replaced with long-term bonds.

113 **A. Exhibit A: Supplemental Engineer’s Report (Phase 2 Infrastructure Improvements)**

114 **B. Exhibit B: Third Supplemental Special Assessment Methodology Report (Master**  
115 **Infrastructure Bond Area)**

116 **On MOTION by Mr. Onorato and seconded by Mr. Kramer, with all in favor,**  
117 **Resolution 2026-07, Setting Forth the Specific Terms of the Edgewater West**  
118 **Community Development District’s Special Assessment Revenue Bonds, Series**  
119 **2026 (Master Infrastructure Bond Area); Confirming the District’s Provision of**  
120 **Infrastructure Improvements; Confirming and Adopting the Supplemental**  
121 **Engineer’s Report; Confirming and Adopting the Third Supplemental Assessment**  
122 **Methodology Report; Confirming, Allocating and Authorizing the Collection of**  
123 **Special Assessments Securing Master Infrastructure Bonds; Providing for the**  
124 **Application of True-Up Payments; Providing for the Supplement to the**  
125 **Improvement Lien Book; Providing for the Recording of a Notice of Series 2026**  
126 **Special Assessments (Master Infrastructure Bond Area); Providing for Conflicts,**  
127 **Severability and an Effective Date, was adopted.**

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**FIFTH ORDER OF BUSINESS**

**Consideration of EW Property Holdings, LLC Agreement Relating to Oversizing of Infrastructure and the Sale of Impact Fee Credits and Mobility Fee Credits (Phase 2)**

Mr. Rodriguez presented the EW Property Holdings, LLC Agreement.

**On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the EW Property Holdings, LLC Agreement Relating to Oversizing of Infrastructure and the Sale of Impact Fee Credits and Mobility Fee Credits for Phase 2, in substantial form, was approved.**

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**SIXTH ORDER OF BUSINESS**

**Ratification of Avenue O Framework Roadway Agreement with Hughes Brothers Construction, Inc.**

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This item was deferred.

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**SEVENTH ORDER OF BUSINESS**

**Consent Agenda**

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- A. Acceptance of Unaudited Financial Statements as of January 31, 2026**
- B. Approval of February 18, 2026 Special Meeting Minutes**

**On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, the Unaudited Financial Statements as of January 31, 2026, were accepted, and the February 18, 2026 Special Meeting Minutes, as presented, were approved.**

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**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

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- A. District Counsel: Kutak Rock LLP**

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Mr. Eckert stated that, with regard to Impact Fee Credits, if there was no need for reimbursement under the documents, he is aware of mature CDDs that own a bank of credits that can be sold to other builders for projects within the area.

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He noted that the Phase Two Toho Extension Agreement requires a contribution to the another CDD within ten days of the closing of these bonds. District Management will ensure that the Requisition to the Invoice is paid.

166

Mr. Torres stated the bonds will close on March 27, 2026.

167

Mr. Eckert stated the Avenue O Agreement is under internal review.

168

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

169 Mr. Hindle reported that construction with Jr. Davis is going well, despite some issues  
170 with Hughes Brothers. Mr. Eckert and Ms. John did a good job with the Neighborhood Road and  
171 the Avenue O contracts; a Dual Notice to Proceed will prevent delays if the utilities are not cleared  
172 and available for connection.

173 Regarding the ED-3 Road, Mr. Hindle stated the Certificate of Completion is pending. The  
174 City and County finally agreed upon how it will be closed out. Each have three punchout items.  
175 Toho is clearing the lines now.

176 Discussion ensued regarding the Edgewater West connection to Kissimmee Park Road,  
177 land development code, the City and the County limiting the improvement to Kissimmee Park  
178 Road to three quarters of a mile west of Lake Tohopekaliga, plans for the road to stop at Station  
179 18 and the need for drainage improvements.

180 A Change Order for Whaley Lane will be included on the next agenda.

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

182 The Field Operations Report was included for informational purposes.

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

- 184 • **NEXT MEETING DATE: April 2, 2026 at 9:15 AM**
- 185 ○ **QUORUM CHECK**
- 186 • **Performance Measures/Standards & Annual Reporting Form: October 1, 2025 -**  
187 **September 30, 2026 (for informational purposes)**

188

189 **NINTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

190

191 There were no Board Members' comments or requests.

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193 **TENTH ORDER OF BUSINESS**

**Public Comments**

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195 No members of the public spoke.

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197 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

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199 **On MOTION by Ms. Pino and seconded by Mr. Onorato, with all in favor, the**  
200 **meeting adjourned at 9:50 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5C**  
**CONSENT**  
**AGENDA**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5CI**  
**CONSENT**  
**AGENDA**

## LAKE X MITIGATION CREDITS PURCHASE AGREEMENT

**THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT** (hereinafter "Agreement") is made this 18th day of March, 2022, by and between **Kenneth Kirchman Foundation** (hereinafter "Seller"), whose mailing address is 7555 Old Melbourne Highway, St. Cloud, FL 34711 and **Edgewater West Community Development District** (hereinafter "Buyer") whose mailing address is 401 East Las Olas Boulevard Suite 1870 Fort Lauderdale, FL 33301 (hereinafter collectively the "Parties").

### WITNESSETH:

**WHEREAS**, Buyer is permitting a project known as **Edgewater West Neighborhood Connector Roads** located in Osceola County, Florida (the "Project"); and

**WHEREAS**, as part of the Project, the Buyer has submitted a permit application with the South Florida Water Management District **SFWMD Permit No. 241223-48737** (hereinafter "Permit"), which will require the Buyer to purchase 0.08 Freshwater State Forested (UMAM) mitigation credits to satisfy the obligations/conditions under the Permit; and

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

**WHEREAS**, the Buyer desires to acquire **0.08 Freshwater State Forested (UMAM)** mitigation credits from the Seller for the purpose of meeting its needs for **Edgewater West Neighborhood Connector Roads** in accordance with the Permit.

### AGREEMENT

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

**1. SALE AND PURCHASE OF CREDITS.** Subject to the terms and conditions hereof, Seller agrees to sell, transfer, and convey unto Buyer, and Buyer agrees to purchase **0.08 Freshwater State Forested (UMAM)** mitigation credits from the Lake X Mitigation Bank (the "Credits") to be applied to satisfying the conditions of the Permit on the Project.

**2. PURCHASE PRICE AND PAYMENT.**

A. The purchase price ("Purchase Price") for the Credits is calculated as follows: One Hundred Fifteen Thousand Dollars per UMAM Credit (\$115,000.00) times the actual number of credits being purchased. Therefore the purchase price of the Credits is Nine Thousand Two Hundred Dollars (**\$9,200.00**) payable in check, wired federal funds or cashier's check at Closing. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SFWMD.

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

C. **Payment in full (\$9,200.00)** is required upon signing this agreement to reserve the aforementioned credits. The final balance payment shall be paid to the account of **Mitigation Marketing, LLC** and submitted via Mitigation Marketing, 1091 W. Morse Blvd. Suite 101, Winter Park, FL 32789.

### **3. DEPOSIT. N/A**

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

### **5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER.**

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

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

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

**6. FAILURE TO CLOSE.** If the Buyer fails to timely close on the purchase of a minimum 0.08 Freshwater State Forested (UMAM) Credits, the Deposit shall be paid to Seller as liquidated damages and Seller will automatically be relieved of any further obligation to Buyer. If either (i) Seller fails to deliver the Credits when due under this Agreement, then Buyer shall have the right to demand specific performance. If Buyer elects not to demand specific performance (by written notice to Seller), or (ii) if Seller demands specific performance and Seller is unable to comply, then the Deposit shall be refunded to Buyer.

## 7. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

J. Attorneys' Fees. In connection with any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party in such legal proceeding shall be entitled, in addition to recovering any damages sustained by such party, to recover expenses incurred by such party in connection with such legal proceeding, including reasonable attorney's fees from the non-prevailing party and court costs.

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

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

If to Seller:                    Kenneth Kirchman Foundation  
   Mr. Hal G Smith III  
   Manager  
   7555 Old Melbourne Highway  
   St. Cloud, FL 34711

Mitigation Marketing  
Attn: Alexis Preisser  
1091 W. Morse Blvd. Suite 101  
Winter Park, FL 32789  
Alex@mitigationmarketing.com

If to Buyer:                    Edgewater West Community Development District  
   Kevin Kramer  
   401 East Las Olas Boulevard Suite 1870  
   Fort Lauderdale, FL 33301

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

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

N. Credit Reservation Letter. Within 2 days of the Agreement Date and receipt of the deposit payment, Seller will issue to Buyer a Reservation Letter for 0.08 Freshwater State Forested (UMAM) Credits.

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

Signed, sealed and delivered  
In the presence of:




WITNESS SIGNATURE

Richard Adair

WITNESS NAME

**SELLER:**

Signed, sealed and delivered  
**Kenneth Kirchman Foundation**

By: 

Hal G Smith III, Manager  
Its: Manager

DATE March 18, 2026

**BUYER:**


**Edgewater West Community  
Development District**



WITNESS SIGNATURE

Ernesto J. Torres

WITNESS NAME

BY: 

DATE 3/18/26

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5CII**  
**CONSENT**  
**AGENDA**

**EMMA® Filing Assistance Software as a Service License Agreement**

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Edgewater West Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at dtsmuni.com/about/terms, both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Licensor shall have the right to increase the Annual License Fee up to 2% per annum. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Edgewater West  
Community Development District

By: Noah Breckston  
Print: Noah Breckston  
Title: Chairman  
Date: 3/25/26

Disclosure Technology Services, LLC

By: [Signature]  
Print: Michael Klurman  
Title: Vice President  
Date: 03/23/26

## **Exhibit A – Fee Schedule**

### **Annual License Fee:**

1. \$3,500 at bond closing for Series 2026 Bonds to be paid out of cost of issuance budget.
2. \$3,500 per annum, per issuance, not to exceed \$5,000 per annum for all bonds issued by the District.

## Exhibit B – CDD Addendum

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

**PUBLIC RECORDS.** DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS**

**LIMITATIONS ON LIABILITY.** Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SCRUTINIZED COMPANIES.** DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to

the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**C**



**Wrathell, Hunt and Associates, LLC**

TO: Edgewater West Board of Supervisors  
FROM: Bryan Merced – Operations Manager  
DATE: March 26, 2026  
SUBJECT: Status Report – Field Operations

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**LANDSCAPING:**

1. A site visit was conducted on March 25<sup>th</sup>.
2. It was observed that water was flowing over the sidewalk and into the CDD plant bed along Southbury Drive. A significant amount of standing water was noted in the vacant lot next to the sidewalk. While it is believed that the water impacting the sidewalk and CDD bed is coming from this lot, Duval has been asked to confirm that there are no irrigation-related issues on the CDD side.
3. Sporadic weeds were noticed in a few of the plant/tree beds. Duval confirmed these areas were treated.
4. Duval confirmed that all dead trees will be pulled beginning March 31<sup>st</sup> and all replacement installations will begin April 3<sup>rd</sup>.

• **Ponds**

1. Nothing to report.

**MISC. FIELD OPERATION UPDATES:**

1. Nothing to report.

**EDGEWATER WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**D**

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE****LOCATION***Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 2, 2025</b>	<b>Continued Construction Evaluation Committee Meeting</b>	<b>8:00 AM</b>
<b>October 2, 2025</b> <i>rescheduled to October 7, 2025</i>	<b>Regular Meeting</b>	<b>9:15 AM</b>
<b>October 7, 2025</b>	<b>Regular Meeting</b>	<b>9:15 AM</b>
<b>November 6, 2025 CANCELED</b>	<del><b>Regular Meeting</b></del>	<del><b>9:15 AM</b></del>
<b>December 4, 2025</b> <i>rescheduled to December 15, 2025</i>	<del><b>Regular Meeting</b></del>	<del><b>9:15 AM</b></del>
<b>December 15, 2025</b>	<b>Regular Meeting</b>	<b>9:15 AM</b>
<b>January 8, 2026</b>	<b>Regular Meeting</b>	<b>9:15 AM</b>
<b>February 5, 2026 CANCELED</b>	<del><b>Regular Meeting</b></del>	<del><b>9:15 AM</b></del>
<b>February 18, 2026</b>	<b>Special Meeting</b>	<b>9:00 AM</b>
<b>March 5, 2026 CANCELED</b>	<del><b>Regular Meeting</b></del>	<del><b>9:15 AM</b></del>
<b>March 20, 2026</b>	<b>Special Meeting</b> <i>Adoption of Final Supplemental Assessment Resolution</i>	<b>9:15 AM</b>
<b>April 2, 2026</b>	<b>Special Public Meeting</b> <i>Proposal Opening for Construction Engineering &amp; Inspection Services for Neighborhood Connector Road Project</i>	<b>8:30 AM</b>

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 2, 2026	<p align="center"><b>Regular Meeting</b>  <i>Award of Contract: Construction  Engineering &amp; Inspection Services for  Neighborhood Connector Road Project</i></p>	9:15 AM
May 7, 2026	<p align="center"><b>Regular Meeting</b></p>	9:15 AM
June 4, 2026	<p align="center"><b>Regular Meeting</b></p>	9:15 AM
July 2, 2026	<p align="center"><b>Regular Meeting</b></p>	9:15 AM
August 6, 2026	<p align="center"><b>Regular Meeting</b></p>	9:15 AM
September 3, 2026	<p align="center"><b>Regular Meeting</b></p>	9:15 AM

**Exception(s)**

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

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No  Not Applicable

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**Goal 1.3 Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No  Not Applicable

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**2. INFRASTRUCTURE AND FACILITIES MAINTENANCE**

**Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No  Not Applicable

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**3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

**Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No  Not Applicable

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**Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No  Not Applicable

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**Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

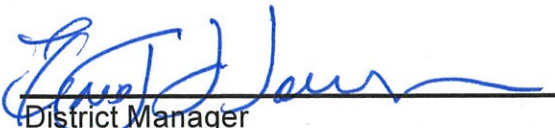
**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No  Not Applicable

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District Manager

Ernest J. Torres

Print Name

8/7/25

Date



Chair/Vice Chair, Board of Supervisors

Kevin Mays  
& Vice Chairman

Print Name

8/7/25

Date