

EMERALD LAKES

**COMMUNITY DEVELOPMENT
DISTRICT**

REGULAR MEETING AGENDA

March 15, 2019

Emerald Lakes Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 8, 2019

Board of Supervisors
Emerald Lakes Community Development District

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

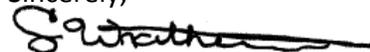
Dear Board Members:

A Regular Meeting of the Board of Supervisors of the Emerald Lakes Community Development District will be held on March 15, 2019 at 1:00 p.m., at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Agreement for Professional Engineering Services with Construction Engineering Group, LLC
4. Discussion: Wastewater Plant, Build vs. Purchase
5. Approval of December 13, 2018 Public Hearings and Regular Meeting Minutes
6. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Construction Engineering Group*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 19, 2019 at 1:00 P.M.
7. Board Members' Comments/Requests
8. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (561) 571-0010.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

Call-in number: 1-888-354-0094

Conference ID: 2144145

EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT

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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of January, 2019, by and between:

EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

CONSTRUCTION ENGINEERING GROUP, LLC, a Florida limited liability company, with a mailing address of 2651 West Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935 (“Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance of the City of Palm Bay, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the District’s Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Engineer hereby agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. SCOPE OF SERVICES. Engineer shall provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

- A. Preparation of any necessary reports and applications;
- B. Attendance at meetings of the Board;
- C. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks;
- D. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.

3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization ("Work Authorization"), a form of which is attached hereto as **Exhibit A**, which shall include the scope of work, compensation terms, and special provisions or conditions specific to the service or project being authorized. Authorization of service or projects under this Agreement, if any, shall be at the sole option of the District's Board of Supervisors ("Board").

5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific Work Authorization.

6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel reimbursement policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

7. TERM OF CONTRACT. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized

representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

10. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and

shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

13. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in **Exhibit C**. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies listed in **Exhibit C** except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

17. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth in **Exhibit C** or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

18. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

20. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the

District and agrees to cooperate with public records requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- A. Keep and maintain public records required by the District to perform the service;
- B. Upon request from the District's custodian of public records, provide the District 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 in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. 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 contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (561) 571-0010, AND EMAIL WRATHELLC@WHHASSOCIATES.COM.

21. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

22. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

27. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the jurisdiction of the courts of Brevard County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and paralegals' fees, expert witness fees and costs, at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Witness
Print Name: _____

By: _____
Its: Chairperson, Board of Supervisors

WITNESS:

**CONSTRUCTION ENGINEERING GROUP, LLC, a
Florida limited liability company**

Witness
Print Name: _____

By: _____
Its: _____

- Exhibit A:** Form of Work Authorization
- Exhibit B:** Rate Schedule
- Exhibit C:** Insurance Certificate

Exhibit A
Form of Work Authorization

[DATE]

Emerald Lakes Community Development District
City of Palm Bay, Florida

Subject: **Work Authorization Number** _____

Dear Chairman, Board of Supervisors:

Construction Engineering Group, LLC (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Emerald Lakes Community Development District (“**District**”). We will provide these services pursuant to our current *Agreement for Professional Engineering Services*, dated January ___, 2019 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services: **[INSERT SERVICES TO BE PROVIDED]**.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

**CONSTRUCTION ENGINEERING GROUP,
LLC**, a Florida limited liability company

By: _____

By: Jake Wise, Managing Member

Exhibit B

RATE SCHEDULE

**Construction Engineering Group
Standard Billing Rates
Effective February 1, 2016**

| <u>Personnel Categories</u> | <u>Hourly Billing Rate</u> |
|--|----------------------------|
| Principal Engineer | \$200.00 |
| Senior Engineer | \$175.00 |
| Engineer | \$150.00 |
| Designer | \$95.00 |
| Drafter | \$75.00 |
| Project Administrator | \$70.00 |
| Public Hearings (incl. travel): Such as Planning & Zoning Board, Board of Adjustment, City Council or County Commission, etc. | \$225.00 |
| Court Testimony: Preparation Time & Time in Court | \$300.00 |

| <u>Reimbursables</u> | <u>Cost</u> |
|-----------------------------------|--------------------|
| Auto Travel (per mile) | IRS Standard Rates |
| Blackline Prints (24" x 36" each) | \$2.50 |
| Blackline Prints (30" x 42" each) | \$3.00 |
| Photocopies (each) | \$0.15 |
| Color Photos (each) | \$1.25 |
| CD-ROM or jump drive (each) | \$20.00 |

Other travel expenses (including airline, car rental, hotel, meals, long distance telephone, tolls, etc.) and other out-of-pocket expenses including survey, geotechnical investigation, special consultants, renderings, models, special photography, shipping, etc. will be invoiced at direct cost plus 15% mark-up.

Exhibit C

INSURANCE CERTIFICATE & ENDORSEMENTS

[Attach current certificates]

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT

5

DRAFT

**MINUTES OF MEETING
EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Emerald Lakes Community Development District Board of Supervisors held Multiple Public Hearings and a Regular Meeting on December 13, 2018 at 1:00 p.m., at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935.

Present at the meeting and constituting a quorum were:

| | |
|------------------------------|---------------------|
| Chris Kasten | Vice Chair |
| Mel Scott | Assistant Secretary |
| Alfredo Rodriguez-Walling | Assistant Secretary |
| David Kramer (via telephone) | Assistant Secretary |

Also present were:

| | |
|--------------------|------------------------------------|
| Craig Wrathell | District Manager |
| Cindy Cerbone | Wrathell, Hunt and Associates, LLC |
| Christine Cardelle | Wrathell, Hunt and Associates, LLC |
| Michael Eckert | District Counsel |
| Michelle Rigoni | Hopping Green & Sams, P.A. |
| Jake Wise | District Engineer |
| Paul Paluzzi | ZONS Development |
| Brenda Yates | Yates & Company, LLC |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:00 p.m. Supervisors Rodriguez-Walling, Kasten and Scott were present, in person, constituting a quorum. Supervisor Kramer was attending via telephone. Supervisor Gottlieb was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

Mr. Wrathell distributed a revised agenda and Resolution 2019-33, which was an addition to the agenda; the revised agenda would be followed for this meeting.

39 **THIRD ORDER OF BUSINESS** Administration of Oath of Office to
 40 Supervisor Richard Gottlieb [Seat 1] *(the*
 41 *following will also be provided in a*
 42 *separate package)*
 43

- 44 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 45 **B. Membership, Obligations and Responsibilities**
- 46 **C. Chapter 190, Florida Statutes**
- 47 **D. Financial Disclosure Forms**
 - 48 **i. Form 1: Statement of Financial Interests**
 - 49 **ii. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 50 **iii. Form 1F: Final Statement of Financial Interests**
- 51 **E. Form 8B: Memorandum of Voting Conflict**

52 The Oath of Office would be administered to Mr. Gottlieb at another time.
 53

54 **FOURTH ORDER OF BUSINESS** Public Hearing to Consider the Adoption of
 55 an Assessment Roll and the Imposition of
 56 Special Assessments Relating to the
 57 Financing and Securing of Certain Public
 58 Improvements
 59

- 60 • *Hear testimony from the affected property owners as to the propriety and advisability*
 61 *of making the improvements and funding them with special assessments on the*
 62 *property.*
- 63 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
 64 *all complaints as to the special assessments on the basis of justice and right.*

65 These items occurred below.

66 **A. Affidavit/Proof of Publication**

67 The affidavit of publication was provided for informational purposes.

68 **B. Mailed Notice to Property Owner(s)**

69 Copies of the Affidavit of Mailing, Certified Mail Receipt and Mailed Notice were
 70 provided for informational purposes.

71 **C. Presentation of Engineer’s Report *(for informational purposes)***

72 The previously approved Engineer’s Report was provided for informational purposes.

73 **On MOTION by Mr. Kasten and seconded by Mr. Scott, with all in favor, the**
74 **Public Hearing was opened.**

75
76

77 Ms. Rigoni stated that the purpose of this public hearing is to consider public comment
78 on the District's intent to levy the master assessment lien on the assessable lands within the
79 Emerald Lakes CDD. Mr. Wrathell arranged the Mailed and Published Notice of today's hearing.

80 **Ms. Rigoni:** Craig, will you please confirm that a proper notice was given in writing to
81 the landowner and by publication, in accordance with Chapters 170 and 197, F.S., for this Public
82 Hearing?

83 **Mr. Wrathell:** Yes.

84 Ms. Rigoni stated that, at the conclusion of this process, the Board will be asked to
85 adopt Resolution 2019-28, equalizing, approving, confirming and levying special assessments.
86 Attached to that Resolution is an Engineer's Report and a Master Special Assessment
87 Methodology Report, both dated November 2, 2018. The District previously adopted both
88 Reports and no material changes have been made to them.

89 Ms. Rigoni stated that this is "Step 2" in the process of financing the District's
90 infrastructure improvements. Step 1 was when the Board declared its intent to levy the special
91 assessments by adopting Resolution 2019-26 during its continued meeting on November 2nd
92 and Step 2 is the actual imposition of the assessments occurring today, after the Board sits as
93 an equalizing Board to consider and confirm the reasonableness of the assessments as
94 proposed in the Master Special Assessment Methodology Report. Step 3 will be actually
95 validating the bonds and the assessment process and, subsequently, issue the bonds. When the
96 District is ready to issue bonds, Supplemental Assessment Reports will be adopted, which will
97 be sized down to the actual price of each issuance, consistent with the terms of the Master
98 Assessment Methodology.

99 Ms. Rigoni posed and Mr. Wise responded to the following questions regarding the
100 Engineer's Report:

101 **Ms. Rigoni:** Based on your professional experience, are the cost estimates in your
102 Engineer's Report reasonable and proper?

103 **Mr. Wise:** Yes.

104 **Ms. Rigoni:** Are you aware of any reason to believe the Project cannot be carried out by
105 the District?

106 **Mr. Wise:** I am not aware.

107 **D. Presentation of Master Special Assessment Methodology Report (*for informational***
108 ***purposes*)**

109 The previously approved Master Special Assessment Methodology Report was provided
110 for informational purposes.

111 Ms. Rigoni posed and Mr. Wrathell, the Assessment Methodology Consultant,
112 responded to the following questions regarding the Master Assessment Methodology.

113 **Ms. Rigoni:** In your professional opinion, do the lands subject to the special
114 assessments receive special benefits from the District's Capital Improvement Plan?

115 **Mr. Wrathell:** Yes.

116 **Ms. Rigoni:** In your professional opinion, would you generally describe the direct special
117 benefits to the assessed property to include:

- 118 i. Increased access to and from the benefitted properties via the master
119 infrastructures and the neighborhood infrastructures;
- 120 ii. Low cost tax-exempt financing available to the District which results in an overall
121 lower capital infrastructure costs and a decreased debt assessment lien on the
122 benefitted properties;
- 123 iii. Eventual resident ownership, operation and control of the capital infrastructure
124 improvements which results in increased use and enjoyment of the benefitted
125 properties;
- 126 iv. Assurance of continual operation of the capital infrastructure improvements and
127 facilities which protects property values within the community;
- 128 v. Reduced need for personal recreational facilities and equipment which results in
129 increased use and enjoyment of the benefitted properties;
- 130 vi. The ability to refinance the debt assessments in the future resulting in potential
131 additional savings to residents which reduces the overall capital/debt lien
132 imposed on the benefitted properties; and

133 vii. Developer’s payment of the District debt and O&M assessments on its lands,
134 which reduces the need to assess benefitted properties to fund those amounts.

135 **Mr. Wrathell:** Yes to all of that.

136 **Ms. Rigoni:** Is it your opinion that the special benefits that the lands will receive as set
137 forth in the final assessment roll, will be equal to or in excess of the special assessments
138 thereon when allocated as set forth in the methodology?

139 **Mr. Wrathell:** Yes.

140 **Ms. Rigoni:** In your professional opinion, are the special assessments reasonably
141 apportioned among the lands within the District and subject to the special assessments?

142 **Mr. Wrathell:** Yes.

143 **Ms. Rigoni:** In your professional opinion, is it reasonable, proper and just to assess the
144 costs of the infrastructure improvements against the lands within the District in accordance
145 with your methodology, which results in the special assessments set forth on the final
146 assessment roll?

147 **Mr. Wrathell:** Yes.

148 **Ms. Rigoni:** Is it your opinion that it is in the best interests of the District that the
149 special assessments be paid and collected in accordance with the methodology and the
150 District’s assessment resolutions?

151 **Mr. Wrathell:** Yes.

152 Ms. Rigoni asked for any comments or questions from the Board. There were none.

- 153 • ***Hear testimony from the affected property owners as to the propriety and advisability***
154 ***of making the improvements and funding them with special assessments on the***
155 ***property.***

156 Ms. Rigoni asked if any written objections or comments were received from the public.

157 Mr. Wrathell replied no.

158 Ms. Rigoni asked for comments from the public. No members of the public spoke.

159

160 **On MOTION by Mr. Kasten and seconded by Mr. Scott, with all in favor, the**
161 **Public Hearing was closed.**

162

163

- 164 • ***Thereafter, the governing authority shall meet as an equalizing board to hear any and***
165 ***all complaints as to the special assessments on the basis of justice and right.***

166 Ms. Rigoni asked the Board if they, sitting as the Equalizing Board, wished to make any
167 changes to the assessments, based on any Board or public comment.

168 The Board, sitting as the Equalizing Board, did not wish to make any changes.

169 **E. Consideration of Resolution 2019-28, Authorizing District Projects for Construction**
170 **and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming,**
171 **and Levying Special Assessments on Property Specially Benefited by Such Projects to**
172 **Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special**
173 **Assessments by the Methods Provided for by Chapters 170, 190 and 197, Florida**
174 **Statutes; Confirming the District's Intention to Issue Special Assessment Bonds;**
175 **Making Provisions for Transfers of Real Property to Homeowners Associations,**
176 **Property Owners Associations and/or Governmental Entities; Providing for the**
177 **Recording of an Assessment Notice; Providing for Severability, Conflicts and an**
178 **Effective Date**

179 Ms. Rigoni presented Resolution 2019-28 and read the title. This Resolution
180 accomplishes the following:

- 181 ➤ Section 1: Sets forth the Board's authority to adopt the resolution.
- 182 ➤ Section 2: Makes certain findings based on the steps taken to date, as well as the
183 evidence presented at today's hearing.
- 184 ➤ Section 3: Authorizes the District's project for the construction and acquisition of
185 infrastructure improvements as set forth in the Engineer's Report.
- 186 ➤ Section 4: Sets forth the estimated cost of the project.
- 187 ➤ Section 5: Equalizes, approves, confirms and levies the special assessments.
- 188 ➤ Section 6: Addresses the finalization of the special assessments, once the project has
189 been completed.
- 190 ➤ Section 7: Provides for the payment and collection of the special assessments.
- 191 ➤ Section 8: Provides for the application of True-Up Payments, in certain circumstances.
- 192 ➤ Section 9: Provides that certain property owned by HOAs, POAs and governments are
193 exempt from the special assessments.

194 ➤ Section 10: Provides for the recording of an assessment notice in the public records of
195 Brevard County.

196 ➤ Sections 11, 12 and 13 are self-explanatory and administrative in nature.

197 Mr. Wrathell stated, for the record, that the votes for the motions opening and closing
198 the Public Hearing were 4-0 votes, as Mr. Kramer, who was attending via telephone, also voted;
199 he had inadvertently stated the votes were 3-0.

200

201 **On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Kasten, with all in**
202 **favor, Resolution 2019-28, Authorizing District Projects for Construction and/or**
203 **Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming,**
204 **and Levying Special Assessments on Property Specially Benefited by Such**
205 **Projects to Pay the Cost Thereof; Providing for the Payment and the Collection**
206 **of Such Special Assessments by the Methods Provided for by Chapters 170, 190**
207 **and 197, Florida Statutes; Confirming the District's Intention to Issue Special**
208 **Assessment Bonds; Making Provisions for Transfers of Real Property to**
209 **Homeowners Associations, Property Owners Associations and/or**
210 **Governmental Entities; Providing for the Recording of an Assessment Notice;**
211 **Providing for Severability, Conflicts and an Effective Date, was adopted.**

212

213

214 **FIFTH ORDER OF BUSINESS**

215

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228

229 Mr. Wrathell stated that this Resolution is related to the District’s intent to utilize the
230 Uniform Method of levying and collecting special assessments meaning using the services of
231 the Property Appraiser and Tax Collector.

232 **A. Affidavit/Proof of Publication**

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

233 The affidavit of publication was provided for informational purposes.

234 **B. Consideration of Resolution 2019-29 Expressing its Intent to Utilize the Uniform**
235 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
236 **May Be Levied By the Emerald Lakes Community Development District in Accordance**
237 **with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing**
238 **an Effective Date**

239

240 **On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Scott, with all in**
241 **favor, the Public Hearing was opened.**

242

243

244 No members of the public spoke.

245

246 **On MOTION by Mr. Kasten and seconded by Mr. Rodriguez-Walling, with all in**
247 **favor, the Public Hearing was closed.**

248

249

250 Mr. Wrathell presented Resolution 2019-29 and read the title.

251

252 **On MOTION by Mr. Kasten and seconded by Mr. Rodriguez-Walling, with all in**
253 **favor, Resolution 2019-29 Expressing its Intent to Utilize the Uniform Method**
254 **of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May**
255 **Be Levied By the Emerald Lakes Community Development District in**
256 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability**
257 **Clause; and Providing an Effective Date, was adopted.**

258

259

260 **SIXTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Adoption of the
District’s Final Budget for Fiscal Year
2018/2019, Pursuant to Florida Law

261

262

263

264

265 **A. Affidavit of Publication**

266 The affidavit of publication was provided for informational purposes.

267 **B. Consideration of Resolution 2019-30, Relating to the Annual Appropriations and**
268 **Adopting the Budget for the Fiscal Year Ending September 30, 2019; Authorizing**
269 **Budget Amendments; and Providing an Effective Date**

270 Mr. Wrathell reviewed the proposed Fiscal Year 2019 budget. This budget would be
271 Landowner-funded, as expenses are incurred.

272

273 **On MOTION by Mr. Scott and seconded by Mr. Kasten, with all in favor, the**
274 **Public Hearing was opened.**

275

276

277

278 Mr. Paluzzi stated that Section 2 discusses appropriations. On the understanding that
279 this budget is expected to be Developer-funded, a Developer Funding Agreement was
280 approved, in substantial form; however the Agreement has not been executed yet. He asked if
281 the Agreement between the Developer and the CDD should be executed today, as Section 2
282 sets forth the ability to appropriate or levy to secure the funds to pay the budget but
283 assessments would not be levied until bonds are issued.

284

285

286

287 Mr. Wrathell stated that it is not uncommon for a Board to adopt the budget while the
288 Funding Agreement is still being finalized. Mr. Eckert stated that he is working with Developer's
289 Counsel on finalizing the Agreement and he was not concerned about it; the District always has
290 the ability to levy assessments, if the terms of the Funding Agreement cannot be agreed upon.

291

292 **On MOTION by Mr. Kasten and seconded by Mr. Rodriguez-Walling, with all in**
293 **favor, the Public Hearing was closed.**

294

295

296 Mr. Wrathell presented Resolution 2019-30 and read the title.

297

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303

304 **On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Kasten, with all in**
305 **favor, Resolution 2019-30, Relating to the Annual Appropriations and Adopting**
306 **the Budget for the Fiscal Year Ending September 30, 2019; Authorizing Budget**
307 **Amendments; and Providing an Effective Date, was adopted.**

308

309

304 SEVENTH ORDER OF BUSINESS

Public Hearing to Hear Public Comments
and Objections to the Adoption of the
Rules of Procedure, Pursuant to Sections
120.54 and 190.035, Florida Statutes

305
306
307
308

309 A. Affidavits of Publication

- 310 • Notice of Rule Development
- 311 • Notice of Rule Making

312 The affidavits were provided for informational purposes.

313 B. Resolution 2019-31, Adopting Rules of Procedure; Providing a Severability Clause; and
314 Providing an Effective Date

315 Mr. Wrathell stated that the Rules of Procedure set forth how the District will run its
316 meetings, deal with public comments, the procedure to procure goods and services, etc. The
317 Rules consist of many of the existing Florida Statutes related to CDDs plus additional items.

318

319 On MOTION by Mr. Kasten and seconded by Mr. Scott, with all in favor, the
320 Public Hearing was opened.

321
322

323 Mr. Paluzzi referred to the reference to “Section 255.20 of the Florida Statutes”, under
324 Rule 3.5(1) on Page 41, and asked for the threshold amount. Mr. Eckert stated that the amount
325 is about \$365,000, adjusted annually.

326 Mr. Paluzzi referred to Developer-funded improvements that will subsequently be
327 conveyed to the CDD and reimbursed at cost and asked if the Developer must follow the same
328 bid threshold requirements and Rules, in order to properly effect the transition. Mr. Wrathell
329 stated that, regarding the CDD acquiring improvements, the expectation, under the Acquisition
330 Agreement, is that the CDD will have the ability to either purchase infrastructure improvements
331 from the Developer for the actual costs to construct, which is separate and distinct from the
332 bidding requirements; however, if the CDD went out to bid for the construction or components
333 of the construction, the CDD must follow the bid threshold requirements.

334 Mr. Scott referred to the “Alternative Delivery Methods”, which sets forth a “Design-
335 Build” alternative delivery method and asked what would happen if, based on the nature of the
336 project, a different alternative delivery mechanism was sought or desirable not to the

337 Developer, at the time. He stated that, considering the risk, “Progressive Design-Build” is
338 starting to replace regular “Design-Build”, where the bridging document step is taken out. Mr.
339 Scott asked if the “Not Design-Build” section would cover any other alternative delivery
340 method. Mr. Eckert stated that the Rules follow whatever the Statutes set forth; they are the
341 District’s Rules but they are not exclusive so, if another competitive method is recognized by
342 Florida Statutes, as acceptable for local governments, it could be used, as well. Mr. Eckert
343 stated that the Rules are based on and follow Florida statutes but, anytime the Statutes allowed
344 for giving flexibility to the Board, those were implemented in the Rules. Mr. Wrathell stated
345 that the intent of the Rules is to protect the District but, hypothetically, if an issue arises that
346 limits the District’s ability to proceed in a manner that is statutorily allowed, the Rules could be
347 amended.

348

349 **On MOTION by Mr. Kasten and seconded by Mr. Rodriguez-Walling, with all in**
350 **favor, the Public Hearing was closed.**

351

352

353 **On MOTION by Mr. Scott and seconded by Mr. Kasten, with all in favor,**
354 **Resolution 2019-31, Adopting Rules of Procedure; Providing a Severability**
355 **Clause; and Providing an Effective Date, was adopted.**

356

357

EIGHTH ORDER OF BUSINESS**Review/Discussion/Ranking of Response to
Request for Qualifications for Engineering
Services**

361

A. Affidavit/Proof of Publication

363 The affidavit of publication was provided for informational purposes.

B. RFQ Package

365 The Request for Qualifications (RFQ) package was provided for informational purposes.

C. Respondent**• Construction Engineering Group**

368 Mr. Wrathell stated the only respondent was Construction Engineering Group (CEG).

D. Ranking

369

370 Mr. Eckert stated that there was no issue with having only one respondent. The District
371 is allowed to select from one firm; however, the Board should make a finding that it was a
372 responsive submission by a construction engineering firm. The Board can then proceed to rank
373 that firm #1 or cancel the process and attempt to solicit more bids. It is not uncommon to only
374 receive one response; therefore, unless the Board had concerns, he recommended proceeding
375 to find CEG's response as a sufficient submission and rank the firm #1 and authorize District
376 Counsel to prepare the Agreement, consistent with the terms of the Interim District
377 Engineering Agreement.

378 Mr. Wrathell asked if CEG is a certified minority business. Mr. Wise replied no. Mr.
379 Kasten asked if it would just be a scoring consideration or if it would be a qualifying or
380 disqualifying aspect, if other respondents or one of their subcontractors was a certified
381 minority. Ms. Rigoni confirmed it was a matter of scoring. Mr. Wrathell stated the item only
382 carries five points out of 100 and suggested ranking CEG as the #1 ranked firm.

383 Mr. Scott stated, for the record, that this proposed project has been a prominent fixture
384 in the community, has been in the newspaper and, not only has the RFQ process been legally
385 advertised, it is something that the community, at large, is very well aware of. He felt that it
386 was a calculated moment in much of the competitions purview to not submit in response to the
387 RFQ and, in reviewing CEG's submission, CEG is absolutely not just responsive but also have a
388 great track record for this project, up to this point and have a very solid first-class history in this
389 area, as well; therefore, he is comfortable ranking CEG as the #1 responsive firm to the RFQ.

390

391 **On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Scott, with all in**
392 **favor, ranking Construction Engineering Group as the #1 ranked firm, was**
393 **approved.**

394

395

396 E. Engagement of District Engineer

397

398 **On MOTION by Mr. Scott and seconded by Mr. Kasten, engaging Construction**
399 **Engineering Group, the #1 ranked firm, for District Engineering Services, and**
400 **authorizing District Staff to prepare a form of Agreement and negotiate the**
401 **terms of the Agreement, was approved.**

402

403 **NINTH ORDER OF BUSINESS**

404 **Consideration of Resolution 2019-32,**
405 **Designating Dates, Times and Locations for**
406 **Regular Meetings of the Board of**
407 **Supervisors of the District for Remainder**
408 **of Fiscal Year 2018/2019 and Providing for**
409 **an Effective Date**

410 Mr. Wrathell presented Resolution 2019-32. Meetings were scheduled for the Third
411 Friday of each month, with the exception of today's meeting, to occur at 1:00 p.m., at the
412 offices of the Construction Engineering Group at 2651 W. Eau Gallie Boulevard, Suite A,
413 Melbourne, Florida 32935.

414

415 **On MOTION by Mr. Scott and seconded by Mr. Rodriguez-Walling, with all in**
416 **favor, Resolution 2019-32, Designating Dates, Times and Locations for Regular**
417 **Meetings of the Board of Supervisors of the District for Remainder of Fiscal**
418 **Year 2018/2019 and Providing for an Effective Date, was adopted.**

419

420

421 **TENTH ORDER OF BUSINESS**

422 **Consideration of Resolution 2019-33,**
423 **Supplementing Resolution 2019-24,**
424 **Providing for an Additional and/or an**
425 **Alternate Source of Payment for Bonds**
426 **Authorized Pursuant to Such Resolution**
427 **No. 2019-24; Providing for Severability and**
428 **Providing for an Effective Date**

429 Mr. Rigoni presented Resolution 2019-33, which was distributed earlier in the meeting.
430 This Resolution was prepared by Bond Counsel. It supplements the bond resolution previously
431 adopted during the November meeting. It gives the flexibility to pledge other sources of
432 revenue, besides special assessments, as pledged revenue to pay the bonds.

433 Mr. Scott stated that the Fourth "Whereas" clause states that some of these aspects
434 may give rise to impact fee credits and asked if "and/or mobility fees" should be added. If the
435 City were to change, he has observed CDDs struggle in the midst of impact fee suspensions,
436 conversions to something similar to impact fees, etc. He suggested broadening the language,
437 as it seems that mobility fees are slowly replacing impact fees. Ms. Rigoni replied affirmatively
438 and stated her understanding that there is already some impact fee credits built up that the
439 Developer is interested in selling to the District so they can work with that. She will present

440 proposed revisions to Bond Counsel. Mr. Eckert recommended adopting the Resolution,
441 subject to the addition of mobility fees or anything in the nature of impact fees, subject to Bond
442 Counsel signing off on the change, since this is Bond Counsel's Resolution; should Bond Counsel
443 not allow it and it must be done later, then the Resolution should be adopted this way to give
444 flexibility to add that later.

445

446 **On MOTION by Mr. Scott and seconded by Mr. Mr. Rodriguez-Walling, with all**
447 **in favor, Resolution 2019-33, Supplementing Resolution 2019-24, Providing for**
448 **an Additional and/or an Alternate Source of Payment for Bonds Authorized**
449 **Pursuant to Such Resolution No. 2019-24; Providing for Severability and**
450 **Providing for an Effective Date, as amended adding mobility fees and subject to**
451 **Bond Counsel approval, was adopted.**

452

453

454 **ELEVENTH ORDER OF BUSINESS**455 **Consideration of Agreement with Brevard**
456 **County Property Appraiser for Non-Ad**
457 **Valorem Assessments**

458 Mr. Wrathell reiterated that the revised agenda, distributed earlier in the meeting, was
459 being followed; the documents for this item were behind Tab 10, in the agenda booklet.

460 Mr. Wrathell presented the Agreement with the Brevard County Property Appraiser for
461 Uniform Collection of Non-Ad Valorem Assessments. He reviewed the rate on Page 3, Section
462 4, which is approximately \$0.50 per parcel, which is relatively inexpensive.

463 This Agreement was approved during the Twelfth Order of Business.

464

465 **TWELFTH ORDER OF BUSINESS**466 **Consideration of Uniform Collection**
467 **Agreement with Brevard County Tax**
468 **Collector**

469 Mr. Wrathell reiterated that the revised agenda, distributed earlier in the meeting, was
470 being followed; the documents for this item are behind Tab 11, in the agenda booklet.

471 Mr. Wrathell presented the Uniform Agreement with the Brevard County Tax Collector.
472 Section 7, on Page 6, sets forth the cost of collection. The Assessment Methodologies assumed
473 a very conservative 4% cost of collection from the County Property Appraiser and Tax Collector
474 and factored in a 4% early pay discount; therefore, he suspected that the actual cost could be

475 less. Ms. Rigoni believed that the Tax Collector already signed off on the Agreement and the
476 original should have been sent to the District.

477

478 **On MOTION by Mr. Kasten and seconded by Mr. Rodriguez-Walling, with all in**
479 **favor, the Agreement with Brevard County Property Appraiser for Non-Ad**
480 **Valorem Assessments, was approved.**

481

482

483 **On MOTION by Mr. Kasten and seconded by Mr. Scott, with all in favor, the**
484 **Uniform Collection Agreement with Brevard County Tax Collector, was**
485 **approved.**

486

487

488 **THIRTEENTH ORDER OF BUSINESS**

Approval of Minutes

489

490 **A. October 12, 2018 Organizational Meeting**

491 **B. November 2, 2018 Continued Meeting**

492 Mr. Wrathell presented the October 12, 2018 Organizational Meeting and November 2,
493 2018 Continued Meeting Minutes.

494

495 **On MOTION by Mr. Scott and seconded by Mr. Rodriguez-Walling, with all in**
496 **favor, the October 12, 2018 Organizational Meeting and November 2, 2018**
497 **Continued Meeting Minutes, as presented, were approved.**

498

499

500 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

501

502 **A. District Counsel: *Hopping Green & Sams, P.A.***

503 Ms. Rigoni stated that the Bond Validation Complaint was filed on November 2nd and
504 the hearing is scheduled for January 14th at 9:30 a.m., at the Melbourne Court House. Staff is
505 working with the Staff Attorney regarding the procedure; everything is expected to proceed
506 smoothly. Upon receiving the final judgment, the 30-day appeal period will commence and, at
507 the end of the 30 days, the District may proceed with issuing bonds. Mr. Eckert noted that,
508 while the District will be able to issue bonds at that time, it might not do so until later. Ms.
509 Rigoni stated that Board Members do not need to be at the bond validation hearing; just the

510 Developer Representative, District Engineer, Assessment Methodology Consultant and District
511 Counsel.

512 **B. District Engineer (Interim): *Wise Engineering, Inc.***

513 Mr. Wrathell noted that “Interim” will be removed.

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

515 Mr. Wrathell stated that the next meeting is scheduled for January 18, 2019 at 1:00 p.m.

516

517 **FIFTEENTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

518

519 There being no Board Members’ comments or requests, the next item followed.

520 **▪ Public Comments**

521 **This item was an addition to the agenda.**

522 There were no public comments.

523

524 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

525

526 There being nothing further to discuss, the meeting adjourned.

527

On MOTION by Mr. Scott and seconded by Mr. Rodriguez-Walling, with all in favor, the meeting adjourned at 1:47 p.m.

528

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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537

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543 _____
Secretary/Assistant Secretary

Chair/Vice Chair

EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT

6C

**EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
FISCAL YEAR 2018/2019 MEETING DATES**

The Board of Supervisors of the Emerald Lakes Community Development District will hold their regular meetings for the remainder of Fiscal Year 2018/2019 at 1:00 P.M., at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935 as follows:

January 18, 2019 (*canceled*)
February 15, 2019 (*canceled*)
March 15, 2019
April 19, 2019
May 17, 2019
June 21, 2019
July 19, 2019
August 16, 2019
September 20, 2019

The meetings are open to the public and will be conducted in accordance with the provision of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager