

# **EMERALD LAKES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**February 18, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**SAMPLE  
EVALUATION CRITERIA**

**EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR PHASE 2 CIVIL SITE WORK**

**1. PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Brevard County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District.

**2. PERSONNEL & EQUIPMENT (10 Points Possible)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Brevard County; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

**3. EXPERIENCE (15 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

**4. UNDERSTANDING SCOPE OF WORK (10 Points Possible)**

This category addresses whether the Proposer demonstrated an understanding of the District's needs for the work requested, demonstrated the ability to perform such work in a feasible manner, and identified any suggestions for "best practices" or other innovative approaches.

**5. FINANCIAL CAPACITY (10 Points Possible)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

**6. PRICE (35 Points Possible)**

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

**30 Points** will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

**5 Points** are allocated for the reasonableness of unit prices and balance of bid.

**7. SCHEDULE (20 Points Possible)**

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

**15 Points** will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**5 Points** are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**100 Total Points Possible**

# **EMERALD LAKES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT  
AND EMERALD INVESTMENT HOLDINGS, LLC**

**THIS CONSTRUCTION FUNDING AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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

**Emerald Investment Holdings, LLC**, a Florida limited liability company, with a mailing address of 605 South Fremont Avenue, Suite B, Tampa, Florida 33606 (“Developer”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of Palm Bay, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner/developer of undeveloped lands located within the boundaries of the District (“Development”) upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, as more particularly described in the *Engineer’s Report*, dated October 12, 2018, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (the “Project”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary improvements, prior to the issuance of bonds, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the

proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

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

**2. FUNDING.** Developer hereby acknowledges that the sole source of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Project. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Developer until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within three (3) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's sole discretion.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**7. 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.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**9. 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 overnight delivery service, to the parties, as follows:

**A. If to District:** Emerald Lakes Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Craig Wrathell

**With a copy to:** Kutak Rock LLP  
P.O. Box 10230  
Tallahassee, Florida 32302  
Attn: Michael C. Eckert

**B. If to Developer:** Emerald Investment Holdings, LLC  
605 South Fremont Avenue, Suite B,  
Tampa, Florida 33606  
Attn: Paul Paluzzi

**With a copy to:** Norton, Hammersley, Lopez & Skokos, P.A.  
1819 Main Street, Suite 610  
Sarasota, Florida 34236  
Attn: Peter Z. Skokos

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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) days written notice to the parties and addressees set forth herein.

**10. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither the District nor Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be required a) in the event of a sale of the majority of the lands within the District then owned by Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of Developer under this Agreement, or b) in the event Developer assigns this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Project. Provided however, no assignment shall be valid where the assignment is being made for the purpose of avoiding Developer's obligations hereunder.

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Brevard County, Florida, and the parties hereby consent to such exclusive jurisdiction.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Developer 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 record requests made thereunder. In connection with this Agreement, Developer 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, Developer 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 Developer 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 Developer or keep and maintain public records required by the District to perform the service. If Developer transfers all public records to the District upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PH: (561) 571-0010, OR AT WRATHELLC@WHHASSOCIATES.COM.**

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

*[Remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

Attest:

**EMERALD LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EMERALD INVESTMENT HOLDINGS,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**  
**Engineer's Report**

# **EMERALD LAKES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

## **SUBORDINATION AGREEMENT**

Emerald Lakes Community Development District (“District”) has entered into this Subordination Agreement (“Subordination Agreement”) as of the \_\_, day of February, 2022 (“Effective Date”) for the sole purpose of subordinating the following agreement(s) to which it is a party, to that certain Deed of Conservation Easement Standard dated February \_\_, 2022 between EIH and the St. Johns River Water Management District (“SJRWMD”) and the Florida Department of Environmental Protection (“FDEP”), to be recorded in the Public Records of Brevard County, Florida (“Conservation Easement”):

- a) Notice of Establishment of the Emerald Lakes Community Development District Recorded in Official Records Book 8200, Page 2079 of the Public Records of Brevard County, Florida;
- b) Emerald Lakes Community Development District Notice of Special Assessments and Government Lien of Record, Recorded in Official Records Book 8352, Page 1 of the Public Records of Brevard County, Florida;

(the documents, resolutions and agreements referenced in items a) and b) above are hereinafter collectively referred to as the “Agreements”).

FOR GOOD AND VALUABLE CONSIDERATION, the District (i) consents to and ratifies the foregoing Conservation Easement given to the St. Johns River Water Management District and the Florida Department of Environmental Protection, as the Conservation Easement may be modified, amended and assigned from time to time, (ii) subordinates the Agreements to the Conservation Easement; and (iii) agrees that no action by the District, shall have any effect on the Conservation Easement.

IN WITNESS WHEREOF, the District has executed this Subordination Agreement on the date set forth below its signature, but to be effective as of the Effective Date set forth above.

[Signatures appear on the following page.]

Signed, sealed and delivered  
in the presence of:

Emerald Lakes Community Development District

\_\_\_\_\_  
Signature – Witness No. 1

By: \_\_\_\_\_

Title: Chairperson Board of Supervisors

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature – Witness No. 2

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_,  
as the Chairperson of the Board of Supervisors of the Emerald Lakes Community Development  
District, who [ ] is/are personally known to me or who [ ] has produced  
\_\_\_\_\_ as identification.

NotaryPublic: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



# Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Emerald Lakes Community Development District  
Craig Wrathell, District Manager  
Wrathellc@whhassociates.com

**RE: EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT ("Client")**

**JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP**


Dear Craig:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client in one or more matter(s) ("Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 12/3/21  
(Please sign if you want Alternative #1; [DATE]  
otherwise, do not sign on this line.)

**8. ALTERNATIVE #2.** If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

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(Please sign here if you have [DATE]  
given instructions under Alternative  
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to [JasonM@hgslaw.com](mailto:JasonM@hgslaw.com), [MarkS@hgslaw.com](mailto:MarkS@hgslaw.com), [MichaelE@hgslaw.com](mailto:MichaelE@hgslaw.com), and [KimH@hgslaw.com](mailto:KimH@hgslaw.com).

Thank you for your consideration and assistance.

**HOPPING GREEN & SAMS, P.A.**



By: Jonathan Johnson  
Its: President

cc: Richard Gottlieb, Chairman  
Paul Paluzzi  
Michael Eckert  
Jason Merritt  
Mark Stropjak  
Kim Hancock

# **EMERALD LAKES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

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During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

### 1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

### 2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

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newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

### 3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

#### **Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

\* \* \*

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

### **Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

### **What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.



**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc. ) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

## Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?   
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?   
If no, do you have another funding mechanism?   
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?   
If Yes:  
How many years does the plan(s) cover?   
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?  
  
Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?   
If Yes, does it include 100% of your facilities?   
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program ( <i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.



Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

[Proceed to Part 5](#)

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.2.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.3.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**End of Useful Life Replacement Projects with No Identified Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42



**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Expansion**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Resiliency**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Replacement of Aging Infrastructure**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

<b>Committed Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Total Committed Revenues (=Total Committed Projects)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>No Identified Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Projected Funding Gap (=Total Non-Committed Needs)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

<b>Strategies for New Funding Sources</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Remaining Unfunded Needs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>













Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
<b>Total of Projects without Project Type and/or Funding Source Type</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8C**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

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As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

### **VII. Resolution of Disputes**

\* \* \*

#### **B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

**X. Late Payment Interest Charges**

\* \* \*

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Emerald Lakes Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18th day of February, 2022.

ATTEST:

**EMERALD LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**February 18, 2022**

**Emerald Lakes Community Development District**  
**Prompt Payment Policies and Procedures**

**Table of Contents**

I.	Purpose .....	1
II.	Scope .....	1
III.	Definitions .....	1
	A. Agent .....	1
	B. Construction Services .....	1
	C. Contractor or Provider of Construction Services .....	1
	D. Date Stamped .....	1
	E. Improper Invoice .....	2
	F. Improper Payment Request .....	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice .....	2
	I. Proper Payment Request .....	2
	J. Provider .....	2
	K. Purchase .....	2
	L. Vendor .....	2
IV.	Proper Invoice/Payment Request Requirements .....	3
	A. General .....	3
	B. Sales Tax .....	3
	C. Federal Identification and Social Security Numbers .....	3
	D. Proper Invoice for Non-Construction Goods and Services .....	3
	E. Proper Payment Request Requirements for Construction Services .....	4
V.	Submission of Invoices and Payment Requests .....	4
VI.	Calculation of Payment Due Date .....	5
	A. Non-Construction Goods and Services Invoices .....	5
	B. Payment Requests for Construction Services .....	6
VII.	Resolution of Disputes .....	7
	A. Dispute Between the District and a Provider .....	7
	B. Dispute Resolution Procedures .....	7
VIII.	Purchases Involving Federal Funds or Bond Funds .....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage .....	9
X.	Late Payment Interest Charges .....	9
	A. Related to Non-Construction Goods and Services .....	9
	B. Related to Construction Services .....	9
	C. Report of Interest .....	9



**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Emerald Lakes Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

- E. Improper Invoice**  
An invoice that does not conform to the requirements of a Proper Invoice.
- F. Improper Payment Request**  
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.
- G. Non-Construction Goods and Services**  
All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
- H. Proper Invoice**  
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.
- I. Proper Payment Request**  
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.
- J. Provider**  
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.
- K. Purchase**  
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.
- L. Vendor**  
Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8017626969C-5. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)

7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

**1. Mailing and Drop Off Address**

Emerald Lakes Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

2. **Email Address**  
emeraldlakescdd@districtap.com

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. **Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. **Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. **Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or

reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the

payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).



**IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

**X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

**A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8D**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

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As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

# **EMERALD LAKES**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**EMERALD LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2021**

**EMERALD LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 9,642	\$ -	\$ -	\$ 9,642
Due from Landowner	7,629	-	-	7,629
Total assets	<u>\$ 17,271</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,271</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 9,014	\$ -	\$ -	\$ 9,014
Due to Landowner	-	65,092	2,474	67,566
Landowner advance	5,402	-	-	5,402
Total liabilities	<u>14,416</u>	<u>65,092</u>	<u>2,474</u>	<u>81,982</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	7,629	-	-	7,629
Total deferred inflows of resources	<u>7,629</u>	<u>-</u>	<u>-</u>	<u>7,629</u>
Fund balances:				
Restricted for:				
Debt service	-	(65,092)	-	(65,092)
Capital projects	-	-	(2,474)	(2,474)
Unassigned	<u>(4,774)</u>	<u>-</u>	<u>-</u>	<u>(4,774)</u>
Total fund balances	<u>(4,774)</u>	<u>(65,092)</u>	<u>(2,474)</u>	<u>(72,340)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,271</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,271</u>

**EMERALD LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 9,898	\$ 13,714	\$ 138,702	10%
Total revenues	<u>9,898</u>	<u>13,714</u>	<u>138,702</u>	10%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	8,000	0%
FICA	-	-	612	0%
District management <sup>1</sup>	1,667	5,000	48,000	10%
Legal	40	1,184	35,000	3%
Engineering	-	-	5,000	0%
Accounting & assessment rolls <sup>2</sup>				
Series 1 Bond DSF	-	-	12,500	0%
Dissemination agent <sup>2</sup>				
Series 1 bond	-	-	3,500	0%
Trustee <sup>2</sup>				
Series 1 bond	-	-	10,500	0%
Arbitrage rebate calculation <sup>2</sup>				
Series 1 bond	-	-	750	0%
Audit	2,000	2,000	4,000	50%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	232	2,000	12%
Annual special district fee	-	175	175	100%
Insurance - GL, POL	-	5,435	5,500	99%
Contingencies/bank charges	62	154	750	21%
Office supplies	-	-	500	0%
Website				
Hosting & development	704	704	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,515</u>	<u>15,219</u>	<u>138,702</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	5,383	(1,505)	-	
Fund balances - beginning	(10,157)	(3,269)	-	
Fund balances - ending	<u>\$ (4,774)</u>	<u>\$ (4,774)</u>	<u>\$ -</u>	

<sup>1</sup>During the 'dormancy' period WHA will charge an annual management fee of \$20,000. This fee will revert to \$48,000 when the District goes 'active'.

<sup>2</sup>These items will become applicable when bonds are issued.

**EMERALD LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>	 <u>-</u>	 <u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(65,092)</u>	 <u>(65,092)</u>
Fund balances - ending	<u><u>\$ (65,092)</u></u>	<u><u>\$ (65,092)</u></u>



**EMERALD LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 (2,474)	 (2,474)
Fund balances - ending	<u><u>\$ (2,474)</u></u>	<u><u>\$ (2,474)</u></u>

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**DRAFT**

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

The Board of Supervisors of the Emerald Lakes Community Development District held Multiple Public Hearings and a Regular Meeting on September 17, 2021 at 1:00 p.m. at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935.

**Present were:**

Richard Gottlieb (via phone)	Chair
Chris Kasten	Vice Chair
David Kramer	Assistant Secretary
Mel Scott	Assistant Secretary
Alfredo Rodriguez-Walling (via phone)	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Michael Eckert (via telephone)	District Counsel
Paul Paluzzi	ZONS Development
Brenda Yates (via telephone)	Yates & Company, LLC
Rhonda Mossing	MBS Capital Markets, LLC

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 1:04 p.m. Supervisors Kasten, Kramer and Scott were present in person. Supervisor Gottlieb was attending via telephone. Supervisor Rodriguez-Walling was not present at roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

38 **THIRD ORDER OF BUSINESS** **Public Hearing to Hear Comments and**  
39 **Objections on the Adoption of the Rules of**  
40 **Procedure, Pursuant to Sections 190.11(5),**  
41 **190.011(15) and 190.035, Florida Statutes**  
42

43 Mr. Wrathell stated the Rules of Procedure apply the existing statutory requirements to  
44 CDD business, including how meetings are conducted, the bidding process, bid protests, etc.

45 **A. Affidavits of Publication**

46 **I. Notice of Rule Development**

47 **II. Notice of Rule Making**

48 The affidavits of publication were included for informational purposes.

49 **B. Consideration of Resolution 2021-06, Adopting Amended and Restated Rules of**  
50 **Procedure; Providing a Severability Clause; and Providing an Effective Date**

51 Mr. Wrathell asked if the Rules of Procedure included updates from the previous  
52 Legislative Session. Mr. Eckert replied affirmatively.

53 **Mr. Rodriguez-Walling joined the meeting at 1:07 p.m.**

54

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

57

58

59 No members of the public spoke.

60

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

63

64

65 Mr. Wrathell presented Resolution 2021-06.

66

67 **On MOTION by Mr. Kasten and seconded by Mr. Scott, with all in favor,**  
68 **Resolution 2021-06, Adopting Amended and Restated Rules of Procedure;**  
69 **Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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72 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**

73  
74

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

76 The proof of publication was included for informational purposes.

77 **B. Consideration of Resolution 2021-07, Relating to the Annual Appropriations and**  
78 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**  
79 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**  
80 **Date**

81 Mr. Wrathell reviewed the proposed Fiscal Year 2022 budget, which was identical to the  
82 one presented at the last meeting. The CDD is Landowner-funded; expenses would be funded  
83 as they are incurred.

84

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

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89 No members of the public spoke.

90

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

93  
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95 Mr. Wrathell presented Resolution 2021-07 and read the title.

96

97 **On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor,**  
98 **Resolution 2021-07, Relating to the Annual Appropriations and Adopting the**  
99 **Budget for the Fiscal Year Beginning October 1, 2021, and Ending September**  
100 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**  
101 **was adopted.**

102  
103

104 **FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2021/2022  
Funding Agreement**

105  
106

107 Mr. Wrathell presented the Fiscal Year 2021/2022 Funding Agreement between the CDD  
108 and Emerald Investment Holdings, LLC.

109

**On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, the  
Fiscal Year 2021/2022 Funding Agreement, was approved.**

110

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114 **SIXTH ORDER OF BUSINESS**

**Presentation of Audited Financial  
Statements for Fiscal Year Ended  
September 30, 2020, Prepared by Carr,  
Riggs & Ingram, LLC**

115

116

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118

119 Mr. Wrathell presented the Audited Financial Statements for the Fiscal Year Ended  
120 September 30, 2020 and noted the pertinent information found on each page. There were no  
121 findings, recommendations, deficiencies on internal control or instances of non-compliance; it  
122 was a clean audit.

123

124 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-08,  
Hereby Accepting the Audited Financial  
Statements for Fiscal Year Ended  
September 30, 2020**

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129 Mr. Wrathell presented Resolution 2021-08.

130

**On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Kasten, with all in  
favor, Resolution 2021-08, Hereby Accepting the Audited Financial Statements  
for Fiscal Year Ended September 30, 2020, was adopted.**

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136 **EIGHTH ORDER OF BUSINESS**

**Update: Financing**

137

138 Mr. Paluzzi reported the following:

139 ➤ The Developer is awaiting the final Utility Agreement from the City. A Transmission  
140 Agreement was requested and is pending from the City.

141 ➤ The Development Agreement would be recorded on Monday.

142

143 Ms. Yates reported the following:

144 ➤ Staff is receiving comments from the South Florida Water Management District  
145 (SFWMD).

146 ➤ Staff is working with the Department of Environmental Protection (DEP) on the final  
147 environmental permits.

148 ➤ All City permits were approved and Staff is reviewing the construction plan comments  
149 for Phase I.

150

151 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
152 Statements as of July 31, 2021**

153

154 Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2021.

155

156 **On MOTION by Mr. Kramer and seconded by Mr. Scott, with all in favor, the**  
157 **Unaudited Financial Statements as of July 31, 2021, were accepted.**

158

159

160 **TENTH ORDER OF BUSINESS**

**Approval of May 21, 2021 Regular Meeting  
161 Minutes**

162

163 Mr. Wrathell presented the May 21, 2021 Regular Meeting Minutes.

164

165 **On MOTION by Mr. Rodriguez-Walling and seconded by Mr. Gottlieb, with all**  
166 **in favor, the May 21, 2021 Regular Meeting Minutes, as presented, were**  
167 **approved.**

168

169

170 **ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

171

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

173 • **Consideration of Fee Increase**

174 Mr. Wrathell presented District Counsel's Letter to Management outlining the standard  
175 hourly rate increases.

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**On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, the Hopping Green & Sams, P.A., fee increase, was approved.**

Mr. Eckert stated he has been coordinating with the Developer and the City on some of the Development Agreements to make sure that the CDD has maximum flexibility for financing and maintenance in the future.

**B. District Engineer: *Construction Engineering Group***

There was no report.

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

- **NEXT MEETING DATE: October 15, 2020 at 1:00 P.M.**
- **QUORUM CHECK**

The next meeting will be October 15, 2021, unless cancelled.

**TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

▪ **Public Comments**

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

There were no public comments.

**THIRTEENTH ORDER OF BUSINESS** **Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Rodriguez-Walling and seconded by Gottlieb, with all in favor, the meeting adjourned at 1:37 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**EMERALD LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13C**

**EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 15, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 19, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 17, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 21, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 18, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 18, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 15, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 20, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 17, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 15, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 19, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>
<b>September 16, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>