

EMERALD LAKES

**COMMUNITY DEVELOPMENT
DISTRICT**

April 18, 2025

BOARD OF SUPERVISORS

**REGULAR
MEETING AGENDA**

EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

April 11, 2025

Board of Supervisors
Emerald Lakes Community Development District

Dear Board Members:

The Board of Supervisors of the Emerald Lakes Community Development District will hold a Regular Meeting on April 18, 2025 at 1:00 p.m., at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-04, Electing Chris Conti as Assistant Secretary of the District, and Providing for an Effective Date
4. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
5. Discussion: Fiscal Year 2026 Proposed Budget
6. Discussion: FY2025 and FY2026 Funding
7. Consideration of Emerald Investment Holdings, LLC Amended and Restated Construction Funding Agreement
8. Consideration of Emerald Investment Holdings, LLC Amended and Restated Agreement Regarding the Acquisition of Certain Work Product, Improvements and Real Property
9. Consideration of Approval of Acquisition in a Not-to-Exceed Amount
10. Approval of March 21, 2025 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Construction Engineering Group*

ATTENDEES:

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

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

- NEXT MEETING DATE: May 16, 2025 [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	RICHARD GOTTLIEB	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS KASTEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DAVID KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	GREG PETTIBON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHRIS CUTLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

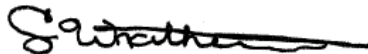
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EMERALD LAKES COMMUNITY DEVELOPMENT ELECTING CHRIS CONTI AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

SECTION 1. Chris Conti is elected as Assistant Secretary.

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

PASSED AND ADOPTED this 18th day of April, 2025.

ATTEST:

**EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Emerald Lakes Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of April, 2025.

ATTEST:

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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Ron DeSantis, Governor

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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/18/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT

7

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

THIS AMENDED AND RESTATED CONSTRUCTION FUNDING AGREEMENT (“Agreement”) is made and entered into this 18th day of April, 2025, 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 previously approved Construction Funding Agreements on October 12, 2018 and February 18, 2022, for which fully executed copies have not been located; and

WHEREAS, the District has since updated its Engineer’s Report by adoption of a *Revised Master Engineer’s Report for Public Infrastructure Improvements* dated February 24, 2023, and desires to update the previously approved Construction Funding Agreement; 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 *Revised Master Engineer’s Report for Public Infrastructure Improvements*, dated February 24, 2023, 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 seven (7) 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. The District and the Developer may extend this seven-year deadline, before or after its expiration, by a written addendum to this Agreement signed by both parties.

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:

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

**Revised Master Engineer's Report for Public Infrastructure Improvements
dated February 24, 2023**

**REVISED MASTER
ENGINEER'S REPORT
FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS**

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

**PREPARED FOR:
BOARD OF SUPERVISORS
EMERALD LAKES CDD**

February 24, 2023

PREPARED BY:



2651 W. Eau Gallie Blvd.
Melbourne, FL 32935
Board of Professional Engineering License No. 0008097

**JAKE T. WISE, P. E.
FL PE #55405
CEG No. 180004**

I. INTRODUCTION

This is a Revised Master Engineer's Report for Public Infrastructure Improvements (the "Engineer's Report") prepared by Construction Engineering Group, the District Engineer for the Emerald Lakes Community Development District (the "District"), revising the prior Engineer's Report Infrastructure Improvements dated November 2, 2018 (the "Prior Engineer's Report") for the purpose of providing updated estimated public improvement infrastructure costs based upon the updated Developer's conceptual Master Plan for the development of the project known as Emerald Lakes (the "Development").

II. BACKGROUND

The District is an independent unit of special-purpose local government authorized to plan, finance, construct, operate and maintain public infrastructure within the District, consisting of approximately 1,561 acres located in the City of Palm Bay, Florida. Emerald Investment Holdings, LLC (Developer) currently owns a majority of the property and will act as the developer of the community.

The District is located east of Babcock Street (State Road 507), south of Grant Road, west of US Highway 1, and north of Micco Road in the City of Palm Bay, Florida. It is located in all four quadrants of a new I-95 interchange with St. Johns Heritage Parkway ("SJHP"). The attached Exhibit A depicts the boundary of the District.

The updated Developer's conceptual Master Plan includes development of public improvement infrastructure to support approximately 3,760 residential units, 2,820,000 square feet of commercial, office, educational and business industrial uses, including 300 hospital beds and 865 hotel rooms. The ultimate build-out is expected to occur over a 20-year period.

The capital improvements discussed herein represent the present intentions of the Developer and the District. The implementation of any improvements discussed in this report requires the final approval by multiple regulatory and permitting agencies. The actual improvements may vary from the capital improvements in this report, and therefore it may be amended in the future.

All provided cost estimates are based on recent projects, the area of the project, and information available at the time of the estimate. The actual costs may vary from the cost estimates presented.

III. OBJECTIVE

This Engineer's Report has been prepared to assist with the financing and construction of the public infrastructure that will support the development within the District. This report presents a description of the major components of the public infrastructure and the associated Engineer's cost estimates for completing the public improvements necessary to support the project development.

IV. TRANSPORTATION IMPROVEMENTS

The primary roadway improvements include six major ingress and egress points throughout the development that will also serve as collector roads to support the future residential and commercial development. The ingress and egress points will be accessed using St. John's Heritage Parkway (SJHP). The City of Palm Bay completed SJHP west of I-95 with Developer funded project intersections at the ingress and egress points. SJHP West of I-95 was completed by the City of Palm Bay in 2020 and SJHP East of I-95 may be financed in whole or in part by the District. If the District does finance these public improvements, the application of impact fee credits will be the subject of a separate agreement with the District. The roadway improvements include funding intersection improvements to SJHP and the interior roadways required to safely access all

development within the District. Attached Exhibit B depicts the major and interior roadways that will be constructed to facilitate District public improvements.

All roads constructed by the District will be publicly accessible and will consist of a minimum of two lanes of pavement with curbing, sidewalk, and landscaping. The District planned improvements to SJHP includes landscaping sidewalks, irrigation, and a multi-use path. The City will own and be responsible for operating and maintaining SJHP, with an ingress/egress easement for all internal roadways and sidewalks. The District will own and be responsible for operating and maintaining all public internal roadways and sidewalks, irrigation, multi-use paths, landscaping, and lighting, including the landscaping and irrigation within the SJHP right-of-way.

V. POTABLE WATER AND SANITARY SEWER FACILITIES

The potable water distribution system will include multiple interconnected and looped water mains that run from SJHP through the six major access points and provide distribution across the District. The potable water supply will be an extension of the major distribution system from the City of Palm Bay. The potable water distribution system will serve as a source for potable water and fire protection to all of the development within the District. The potable water system improvements may be funded by the District and will be dedicated to the City for operation and maintenance.

The sanitary sewer collection system will include a network of gravity collection systems, wastewater lift stations, and sanitary sewer force mains that connect to the proposed force main along the SJHP that will be owned and operated by the City of Palm Bay. The proposed sewer infrastructure will provide collection and distribution for all development within the District. All sanitary sewer systems are anticipated to be constructed within the roadways identified in Exhibit B. The sanitary sewer system improvements may be funded and constructed by the

District and are anticipated to be dedicated to the City for operation and maintenance.

Off-site potable water mains, sanitary sewer force mains, water storage tanks and a regional lift station may be completed by the District. Potable water and sanitary sewer infrastructure to be constructed off-site and along SJHP are depicted in Exhibit C. The offsite potable water system and sanitary sewer system improvements may be funded by the District, with impact fee credits available to the District or Developer, depending on the funding source, and are anticipated to be owned, operated and maintained by the City. The application of any impact fee credits will be the subject of a separate agreement with the District.

VI. STREET LIGHTING, UNDERGROUNDING OF ELECTRIC LINES AND RELATED INFRASTRUCTURE

The roadways will include PVC pipe conduit sleeves throughout for electrical conduits, communication conduits, and street lighting across the District. The conduits will provide for distribution of electric power, communications, and street lighting to all areas of the District. These conduits will be in the right-of-way or separate easements and are to be constructed in conjunction with the roadway improvements and network of street lighting for availability and use by electrical and communications placement that will occur further into project development to avoid disturbing constructed roadways. The District will fund the differential cost of the undergrounding of electric utility lines.

The proposed electrical network will be supplied by Florida Power & Light and the communications network will be supplied by AT&T. With the exception of street lighting, and the differential cost of the undergrounding of electric utility lines and conduit, neither the electrical network nor the communications network will be funded by the District.

VII. STORMWATER MANAGEMENT FACILITIES

The development includes a master stormwater management facility to serve the proposed buildout of the District. The master stormwater management system will consist of multiple interconnected detention ponds for treatment and attenuation of all stormwater runoff from the improvements. There will be an interconnected stormwater conveyance piping network within the roadways to direct runoff from improvements into the stormwater treatment ponds. The stormwater management system will be designed and operated in accordance with the regulatory criteria established and mandated by the St. John's River Water Management District. The majority of the stormwater management system may be funded by the District. Depending on eventual land ownership, components of the stormwater management system will be owned, operated and maintained either by the City or the District.

VIII. RECREATION FACILITIES

Recreation facilities are planned across the District within the areas designated for the use of the community and the general public. Several lakes and recreation facilities are proposed within the residential areas and along lake and wetland edges for indoor and outdoor recreational and cultural uses. A multi-use path is proposed along SJHP. There will be a series of interconnected sidewalks along the right-of-way with perimeter landscaping, street lighting, and irrigation systems. The improvements include active and passive parks, streetscape, landscape, hardscape, water features and an Eco-Nature Center that will foster a sense of community within the District. The recreation facilities may be funded, owned, operated and maintained by the District. Any recreational facilities financed by the District will be available for use by the general public. Other recreational facilities will be funded by the Developer.

IX. CONSERVATION, MITIGATION AND WILDLIFE

Onsite and offsite conservation, mitigation and wildlife areas will be created, preserved, and managed in accordance with the regulatory criteria established and mandated by St. John's River Water Management District and Florida Department of Environmental Protection. Only onsite mitigation areas will be funded, owned, operated and maintained by the District. The onsite and offsite conservation areas will be acquired, created and funded by the District and upon completion, donated to Brevard County for perpetual maintenance.

X. COST ESTIMATES, DESIGN, PERMITTING AND CONTINGENCY

The design costs associated with the infrastructure improvements described in this Engineer's Report are provided in the attached Exhibit E Opinion of Probable Costs. There are soft costs associated with the Districts capital improvement plan including surveying, design and engineering, legal fees, regulatory permitting, environmental consulting and materials testing. Construction operations will need to be monitored to ensure safe and secure site development during infrastructure placement until completion or dedication to the City of Palm Bay. The costs have been categorized as being either master improvements or parcel/subdivision improvements. The master improvements provide infrastructure benefiting all of the land in the District and parcel/subdivision improvements provide infrastructure and services specific to portions of the District identified by parcel number consistent with the layout depicted in Exhibit D. A contingency estimate is provided as well for possible changes. The application of any impact fee credits will be the subject of a separate agreement with the District. All impact fee credits shall otherwise be retained by the Developer or District based on who funds the improvements.

A chart identifying the status of major permits and development and zoning approvals is attached hereto as Exhibit F.

TO MELBOURNE

LEGEND:

PROJECT BOUNDARY

PROJECT SITE

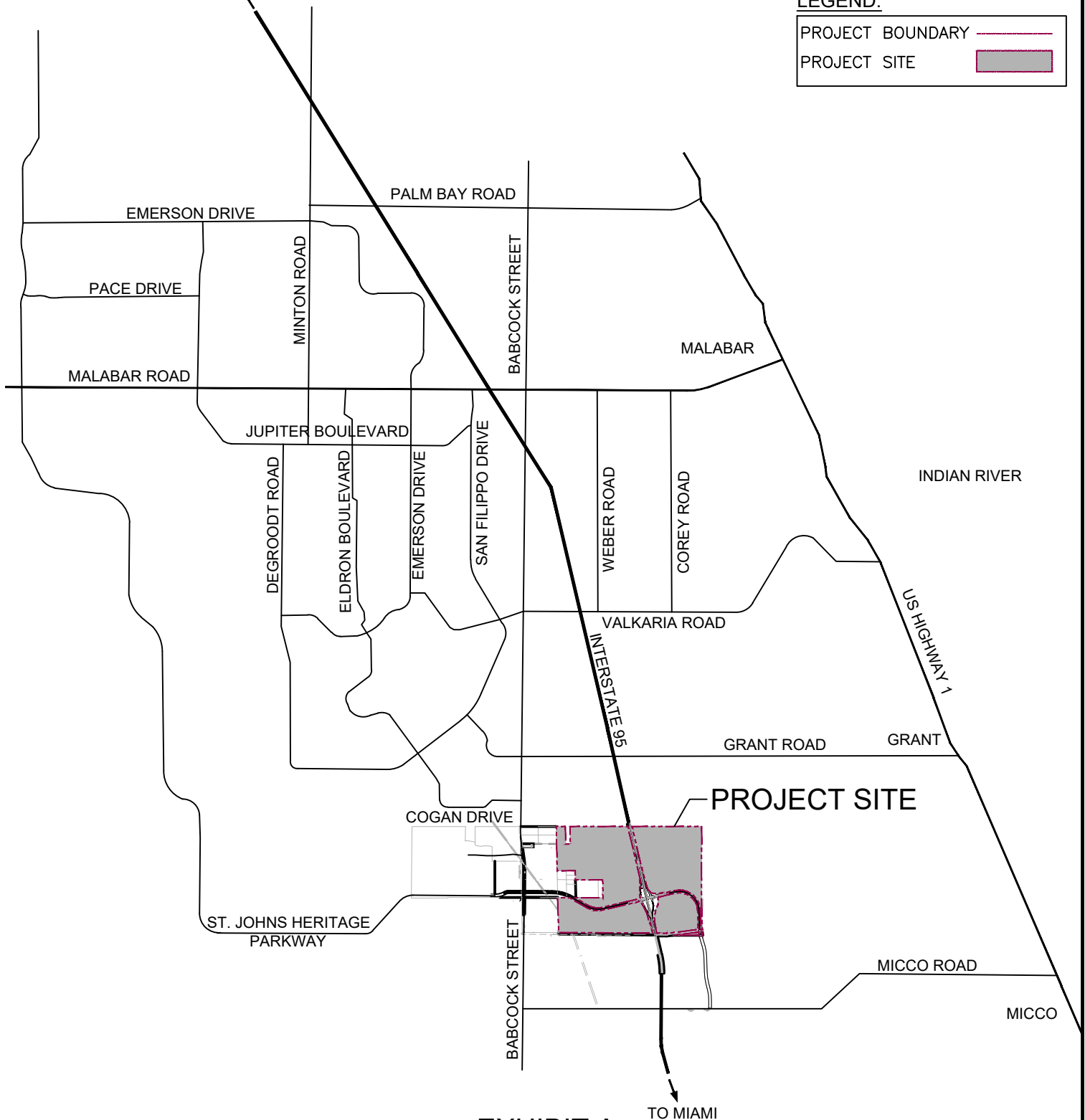


EXHIBIT A

EMERALD LAKES - LOCATION MAP

NTS



9/17/18 EX-A



**CONSTRUCTION
ENGINEERING
GROUP**
Consulting Engineers

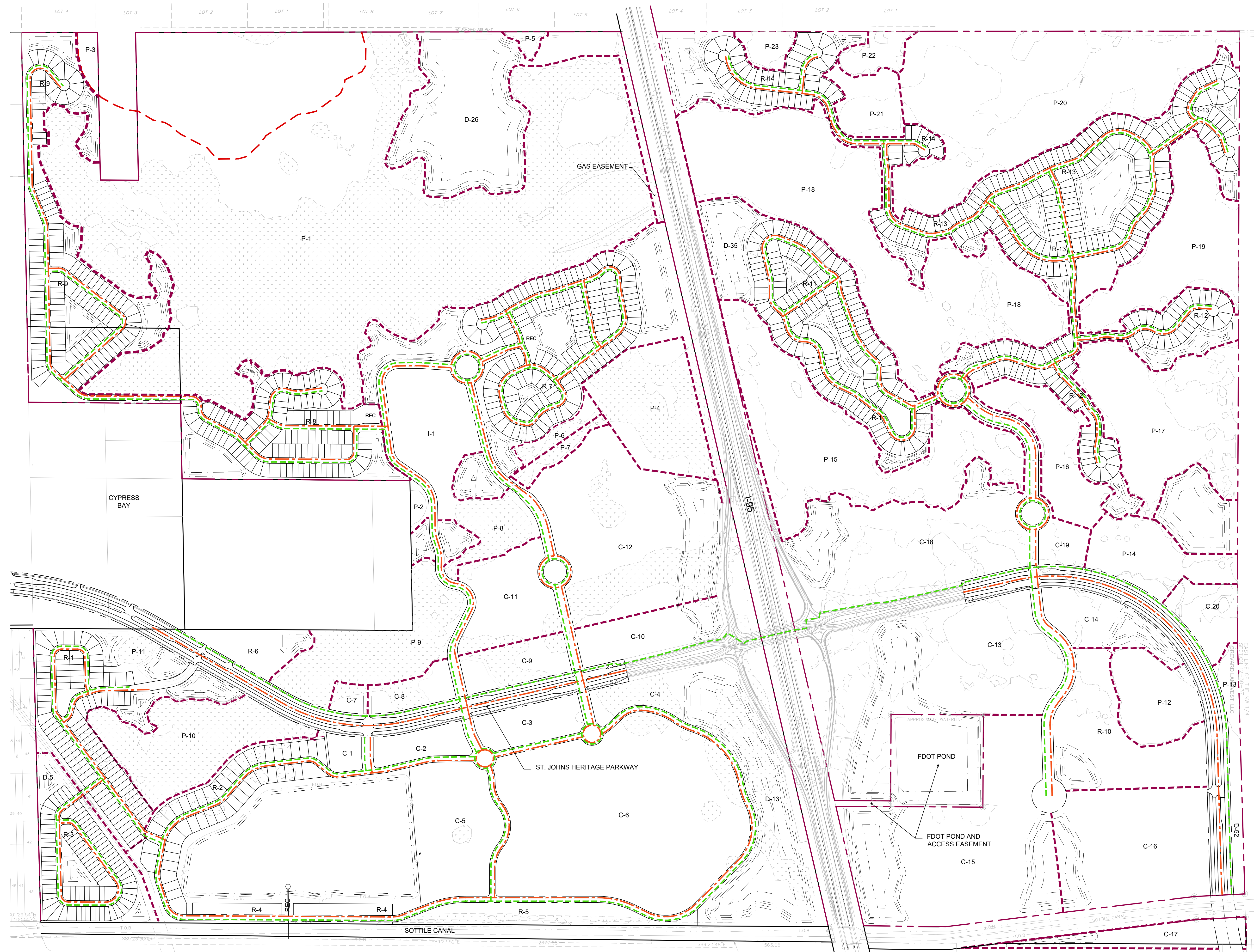


EXHIBIT B
EMERALD LAKES OVERALL VEHICULAR/PEDESTRIAN ACCESS

NTS



LEGEND:

VEHICULAR ACCESS	—
PEDESTRIAN AND GOLF CART ACCESS	---



**CONSTRUCTION
ENGINEERING
GROUP**
Consulting Engineers

2/10/21 EX-B

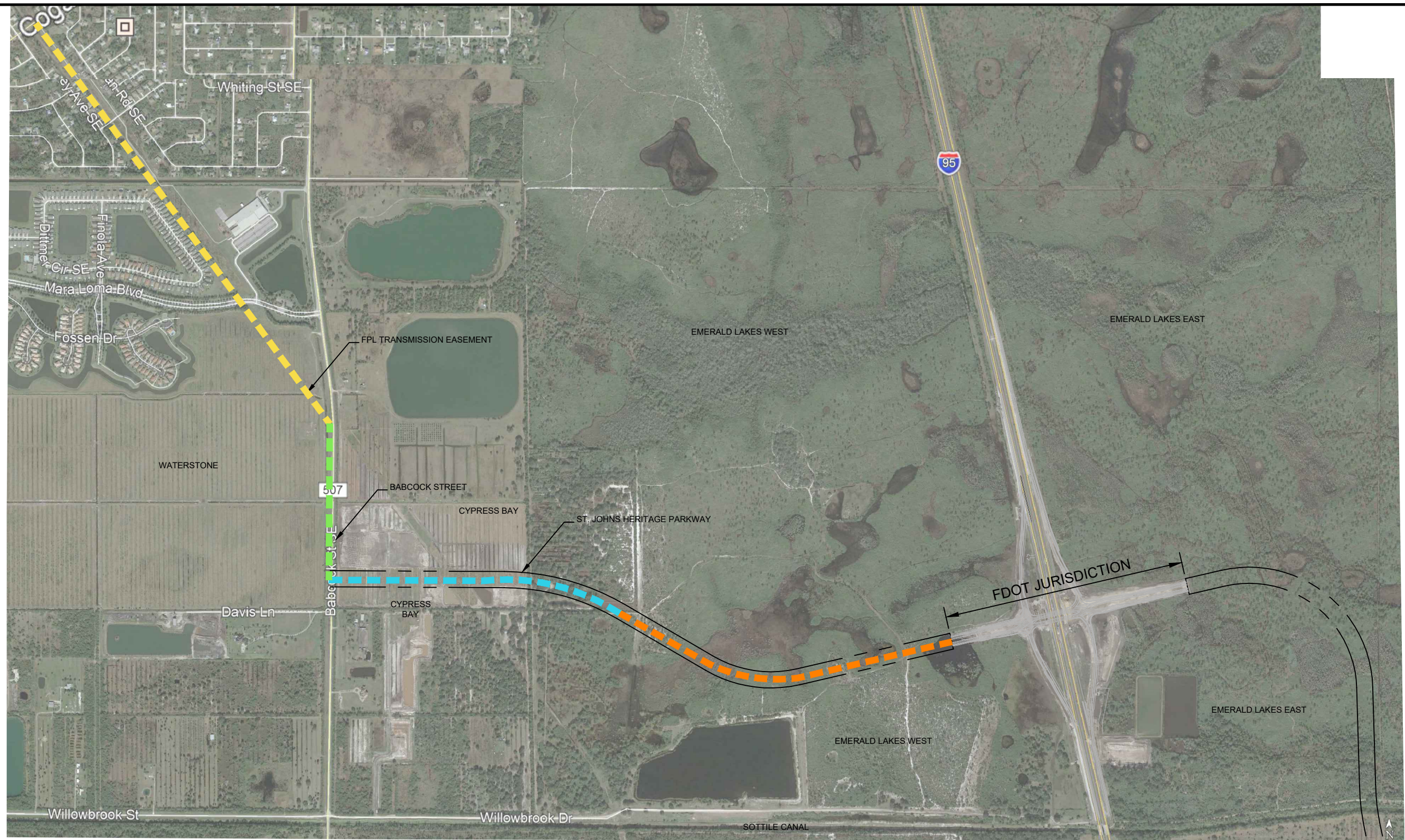


EXHIBIT C
EMERALD LAKES MASTER UTILITY EXHIBIT
 NTS



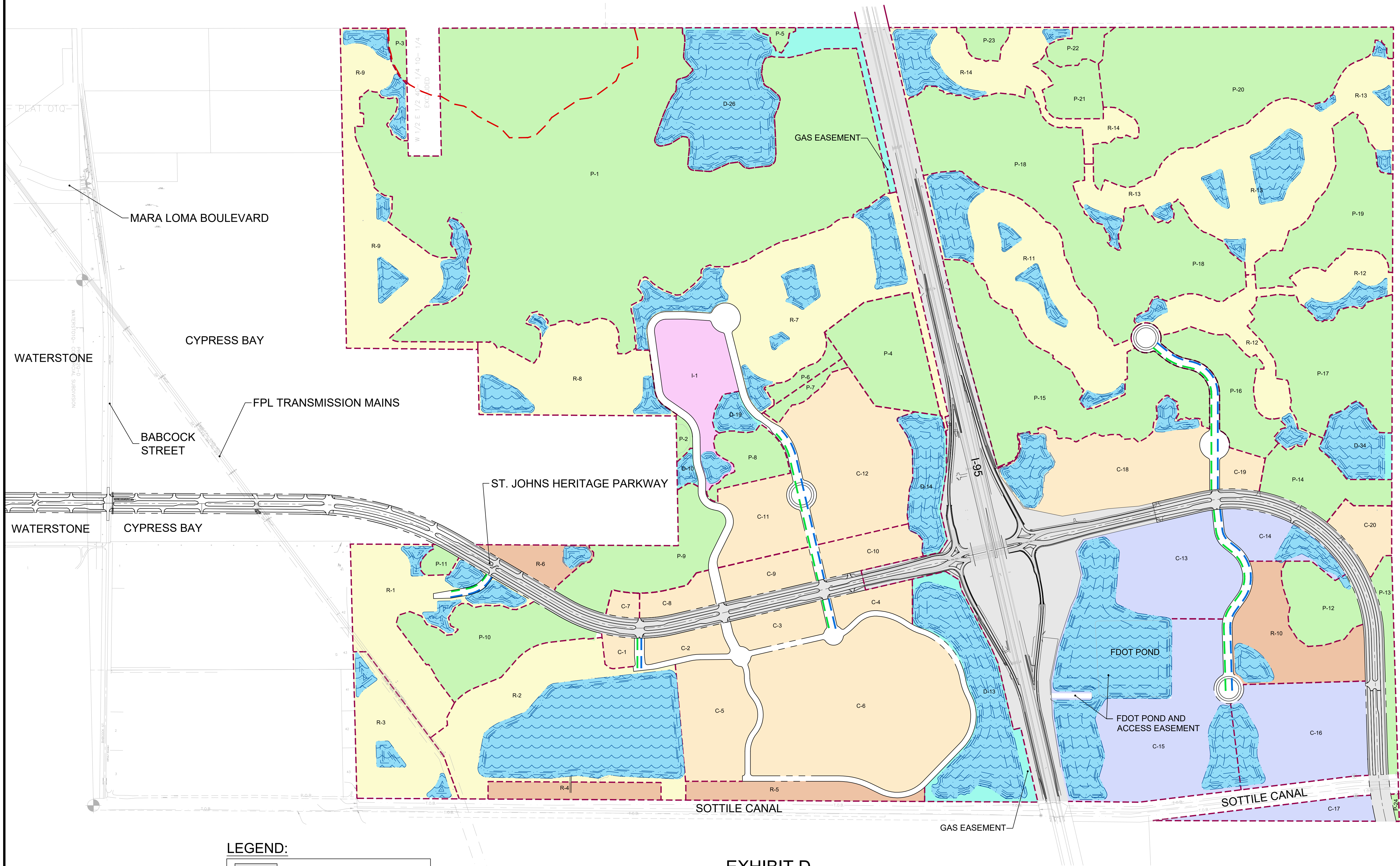
LEGEND:

FPL TRANSMISSION EASEMENT	
UTILITY MAINS (OPEN CUT)	
UTILITY MAINS BABCOCK	
SEGMENT 1 UTILITY MAINS SJHP	
SEGMENT 2 UTILITY MAINS SJHP	

8/02/22 EX-C



**CONSTRUCTION
ENGINEERING
GROUP**
 Consulting Engineers



LEGEND:

- I-95 AND PARKWAY
- PRESERVATION (618.1 AC)
- MULTI (43.4 AC)
- COM (220.6 AC)
- SFR (422.2 AC)
- COM/IND (135.9 AC)
- STORMWATER TREATMENT (81.3 AC)
- STORMWATER POND (251.3 AC)
- PROPOSED VEHICULAR ACCESS
- PARCEL PERIMETER
- WATER MAIN
- WASTEWATER FORCE MAIN
- SCRUB JAY FAMILY

NOTES:

- POND IN PARCEL D-26 INTENDED FOR FILL ONLY.
- UTILITIES WITHIN PARKWAY ARE TO BE DETERMINED.

EXHIBIT D
EMERALD LAKES BASE MASTER PLAN

WEST PARCEL SUMMARY		
PARCEL ID:	SIZE:	ANTICIPATED USE:
R-1	38.9 AC	SFR
R-2	66.5 AC	SFR
R-3	21.2 AC	SFR
R-4	7.0 AC	MULTI
R-5	8.9 AC	MULTI
R-6	6.5 AC	MULTI
R-7	57.9 AC	SFR
R-8	32.1 AC	SFR
R-9	44.9 AC	SFR
C-1	2.2 AC	COM
C-2	4.9 AC	COM
C-3	6.9 AC	COM
C-4	5.3 AC	COM
C-5	18.8 AC	COM
C-6	66.9 AC	COM
C-7	1.8 AC	COM
C-8	4.8 AC	COM
C-9	7.5 AC	COM
C-10	7.9 AC	COM
C-11	13.1 AC	COM
C-12	35.5 AC	COM
D-10	1.3 AC	STORMWATER
D-13	29.5 AC	STORMWATER
D-14	10.9 AC	STORMWATER
D-19	3.0 AC	STORMWATER
D-26	36.6 AC	FILL
I-1	17.3 AC	INSTITUTIONAL
P-1	242.9 AC	PRESERVATION
P-2	1.3 AC	PRESERVATION
P-3	1.8 AC	PRESERVATION
P-4	20.0 AC	PRESERVATION
P-5	1.1 AC	PRESERVATION
P-6	2.8 AC	PRESERVATION
P-7	2.5 AC	PRESERVATION
P-8	7.6 AC	PRESERVATION
P-9	19.7 AC	PRESERVATION
P-10	21.7 AC	PRESERVATION
P-11	1.7 AC	PRESERVATION
P-12	1.3 AC	PRESERVATION
TOTAL	802.2 AC	-

EAST PARCEL SUMMARY		
PARCEL ID:	SIZE:	ANTICIPATED USE:
R-10	21.0 AC	MULTI
R-11	45.3 AC	SFR
R-12	27.9 AC	SFR
R-13	62.1 AC	SFR
R-14	25.4 AC	SFR
C-13	39.4 AC	COM/IND
C-14	9.8 AC	COM/IND
C-15	49.9 AC	COM/IND
C-16	29.9 AC	COM/IND
C-17	6.9 AC	COM/IND
C-18	34.7 AC	COM
C-19	3.6 AC	COM
C-20	6.7 AC	COM
P-12	11.6 AC	PRESERVATION
P-13	5.8 AC	PRESERVATION
P-14	13.3 AC	PRESERVATION
P-15	45.6 AC	PRESERVATION
P-16	14.5 AC	PRESERVATION
P-17	32.3 AC	PRESERVATION
P-18	69.0 AC	PRESERVATION
P-19	24.9 AC	PRESERVATION
P-20	62.0 AC	PRESERVATION
P-21	7.3 AC	PRESERVATION
P-22	4.0 AC	PRESERVATION
P-23	3.0 AC	PRESERVATION
P-24	0.4 AC	PRESERVATION
TOTAL	648.5 AC	-



EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
MASTER IMPROVEMENTS	
ROADWAYS	\$ 8,336,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 13,871,684.68
CONSERVATION AREAS, MITIGATION AREAS AND WILDLIFE HABITAT	\$ 7,743,126.60
WATER AND WASTEWATER	\$ 24,754,060.37
LANDSCAPE, HARDSCAPE, SIGNAGE, IRRIGATION, LIGHTING, & INTERSECTIONS	\$ 5,761,400.00
RECREATION FACILITIES	\$ 5,900,000.00
SUBTOTAL	\$ 66,366,871.66
PARCEL/SUBDIVISION IMPROVEMENTS	
R-1	
PUBLIC ROADWAYS	\$ 1,429,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 759,150.64
WATER AND WASTEWATER	\$ 387,900.00
SUBTOTAL	\$ 2,576,250.64
R-2	
PUBLIC ROADWAYS	\$ 763,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 676,657.37
WATER AND WASTEWATER	\$ 223,000.00
SUBTOTAL	\$ 1,662,857.37
R-3	
PUBLIC ROADWAYS	\$ 645,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 737,112.66
WATER AND WASTEWATER	\$ 416,500.00
SUBTOTAL	\$ 1,799,212.66
R-4	
PUBLIC ROADWAYS	\$ 1,284,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 773,036.94
WATER AND WASTEWATER	\$ 379,750.00
SUBTOTAL	\$ 2,436,786.94
R-5	
WATER AND WASTEWATER	\$ 93,000.00
SUBTOTAL	\$ 93,000.00

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
R-6	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 39,231.22
WATER AND WASTEWATER	\$ 37,500.00
SUBTOTAL	\$ 76,731.22
R-7	
PUBLIC ROADWAYS	\$ 1,346,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,658,734.86
WATER AND WASTEWATER	\$ 917,250.00
SUBTOTAL	\$ 3,922,384.86
R-8	
PUBLIC ROADWAYS	\$ 960,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,110,546.82
WATER AND WASTEWATER	\$ 669,500.00
SUBTOTAL	\$ 2,740,046.82
R-9	
PUBLIC ROADWAYS	\$ 1,135,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,485,041.68
WATER AND WASTEWATER	\$ 774,250.00
SUBTOTAL	\$ 3,394,491.68
R-10	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 100,442.73
WATER AND WASTEWATER	\$ 61,500.00
SUBTOTAL	\$ 161,942.73
R-11	
PUBLIC ROADWAYS	\$ 1,322,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 2,073,869.32
WATER AND WASTEWATER	\$ 906,250.00
SUBTOTAL	\$ 4,302,519.32
R-12	
PUBLIC ROADWAYS	\$ 890,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 990,010.12
WATER AND WASTEWATER	\$ 882,250.00
SUBTOTAL	\$ 2,762,660.12

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
R-13	
PUBLIC ROADWAYS	\$ 1,785,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 2,550,582.84
WATER AND WASTEWATER	\$ 1,231,500.00
SUBTOTAL	\$ 5,567,682.84
R-14	
PUBLIC ROADWAYS	\$ 710,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,316,275.73
WATER AND WASTEWATER	\$ 512,500.00
SUBTOTAL	\$ 2,539,175.73
C-2	
PUBLIC ROADWAYS	\$ 351,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 208,256.67
WATER AND WASTEWATER	\$ 112,500.00
SUBTOTAL	\$ 671,756.67
C-3	
PUBLIC ROADWAYS	\$ 312,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 185,117.04
WATER AND WASTEWATER	\$ 100,000.00
SUBTOTAL	\$ 597,117.04
C-5	
PUBLIC ROADWAYS	\$ 495,300.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 45,417.18
WATER AND WASTEWATER	\$ 167,850.00
SUBTOTAL	\$ 708,567.18
C-6	
PUBLIC ROADWAYS	\$ 1,833,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,087,562.59
WATER AND WASTEWATER	\$ 587,500.00
SUBTOTAL	\$ 3,508,062.59
C-12	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 780,468.00
SUBTOTAL	\$ 780,468.00

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
C-13	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 509,505.88
SUBTOTAL	\$ 509,505.88
C-14	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 129,688.73
SUBTOTAL	\$ 129,688.73
C-15	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 509,505.88
SUBTOTAL	\$ 509,505.88
C-16	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 921,065.79
SUBTOTAL	\$ 921,065.79
C-17	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 36,646.00
SUBTOTAL	\$ 36,646.00
C-18	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 537,203.93
SUBTOTAL	\$ 537,203.93
TOTAL	\$ 109,312,202.25
9% CONTINGENCY	\$ 9,838,098.20
TOTAL WITH CONTINGENCY	\$ 119,150,300.45

EXHIBIT F
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
SITE PERMITTING, DEVELOPMENT AND ZONING APPROVALS

SITE PERMIT	AGENCY	PERMIT STATUS
Master Plan	City of Palm Bay	Issued
Site Plan	City of Palm Bay	Issued
Subdivision	City of Palm Bay	Issued
Tree Removal	City of Palm Bay	Pending
Preliminary Plat	City of Palm Bay	Issued
Final Plat	City of Palm Bay	Pending
Rezoning	City of Palm Bay	Issued
Sewer	City of Palm Bay	Issued
Water	City of Palm Bay	Issued
Final School Concurrency	Brevard County School District	Issued
Sottile Canal	Brevard County	Issued
Stormwater ERP	St. John's River Water Management District	Issued
Protected Species	U.S. Fish and Wildlife	Issued
Mitigation	Army Corp of Engineers	Issued
Power	Florida Power & Light	Issued
Sewer	Florida Department of Environmental Protection	Pending
Water	Florida Department of Environmental Protection	Issued
Erosion/ Sediment Control Notice of Intent	Florida Department of Environmental Protection	Issued
FDOT Drainage	Florida Department of Transportation	Issued

EMERALD LAKES

COMMUNITY DEVELOPMENT DISTRICT

8

**AMENDED AND RESTATED AGREEMENT BETWEEN THE EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT AND EMERALD INVESTMENT
HOLDINGS, LLC, REGARDING THE ACQUISITION OF
CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

THIS AMENDED AND RESTATED ACQUISITION AGREEMENT
("Agreement") is made and entered into on this 18th day of April, 2025, 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 Ordinance No. 2018-17, adopted by the City Council of the City of Palm Bay, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, recreational facilities, roadway improvements, landscaping improvements and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, Developer is the owner/developer of certain lands in the City of Palm Bay, Florida, located within the boundaries of the District; and

WHEREAS, the District previously approved an Acquisition Agreement on October 12, 2018, for which a fully executed copy has not been located; and

WHEREAS, the District has since updated its Engineer's Report by adoption of a *Revised Master Engineer's Report for Public Infrastructure Improvements* dated February 24, 2023, attached to this Agreement as **Exhibit A** ("Improvement Plan"), and desires to update the previously approved Construction Funding Agreement; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the Improvement Plan, and incorporated herein by this reference; and

WHEREAS, the District intends to finance a portion of the Improvements, hereinafter defined, through the use of proceeds from the future sale of its Emerald Lakes Community Development District Bonds (“Bonds”); and

WHEREAS, the District has not had, and does not have, sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Improvements (“Work Product”); or (ii) construction and/or installation of all of the improvements as more particularly described in the Improvement Plan (“Improvements”); and

WHEREAS, the District acknowledges Developer’s need to commence or cause commencement of development of the lands within the District in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, Developer has advance-funded certain of the Work Product and/or Improvements, and, pursuant to a completion agreement to be entered into between the District and Developer in the near future, Developer may cause funds to be advanced and/or the Improvements to be completed to the extent that the proceeds of the Bonds are insufficient to do so; and

WHEREAS, Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“Real Property”) from Developer.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and Developer 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. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (“Acquisition Date”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Improvement Plan.

A. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of Developer to the District, Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of

sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- B. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“Trustee”). In the event that Developer disputes the District Engineer’s opinion as to cost, the District and Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s Bond Trustee. The parties acknowledge and agree that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.
- C. ***Conveyances on “As Is” Basis*** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. In addition, Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- D. ***Right to Rely on Work Product and Releases*** –Developer agrees to release to the District all right, title, and interest which Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided that Developer may make such release on a non-exclusive basis to the extent that Developer reasonably determines that Developer requires such rights in connection with the ownership or operation of the lands owned by Developer within the District and/or the future sale of lots within the District. To the extent determined necessary by the District, Developer shall use all commercially

reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow Developer access to and use of the Work Product without the payment of any fee by Developer. However, to the extent Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, Developer agrees to pay such cost or expense.

- E. ***Transfers to Third-Party Governments*** – If any item acquired is to be conveyed to a third-party governmental body, then Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- F. ***Permits*** – Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement, provided that the District or such governmental entity accepts the associated operation and maintenance obligations.
- G. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Improvement Plan; (ii) the price for such Work Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. CONVEYANCE OF REAL PROPERTY. Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- A. ***Cost.*** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Improvements, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained

by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Real Property that have been, or will be, funded by the District.

- B. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable, such as non-exclusive easement interests.
- C. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to enable the construction by third-parties of any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction vehicle ingress and egress relating to the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- D. ***Fees, Taxes, Title Insurance*** – Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. Developer shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as Developer conveys all said lands to the District. At the time of conveyance, Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- E. ***Boundary Adjustments*** – Developer and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Developer's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Developer shall pay or cause a third-party to pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- A. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, Developer agrees to place in escrow with the County tax collector an amount

equal to the current ad valorem taxes and current non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
- ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that Developer fails to make timely payment of any such taxes, assessments, or costs, Developer acknowledges the District's right to make such payment. If the District makes such payment, Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. ACQUISITIONS AND BOND PROCEEDS. The District shall in good faith pursue the issuance of the Bonds to finance a portion of the Improvement Plan and may in the future, and in its sole discretion, elect to issue additional bonds ("Future Bonds") that may be used to finance portions of work acquired hereunder that are not financed with the Bonds. In the event that the District issues the Bonds (or any Future Bonds) and has bond proceeds available to pay for any portion of the Improvement Plan acquired by the District, and subject to the terms of the applicable documents relating to the Bonds (or any Future Bonds, as applicable), then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the

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 in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Developer may deliver Notice on behalf of the District and Developer, respectively. 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.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or Developer.

12. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, shall be entitled to cause the District to enforce Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. 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 and the Trustee and bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, 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.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall solely be in the court of appropriate jurisdiction in and for Brevard County, Florida.

15. 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.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. EFFECTIVE DATE. This Agreement shall be effective on the day and year first written above.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties below execute this Agreement on the date and year first written above.

ATTEST:

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

WITNESS:

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

Witness

By: _____
Its: _____

Exhibit A: *Revised Master Engineer’s Report for Public Infrastructure Improvements dated February 24, 2023 (“Improvement Plan”)*

Exhibit A

***Revised Master Engineer's Report for Public Infrastructure Improvements,
dated February 24, 2023***

[See attached]

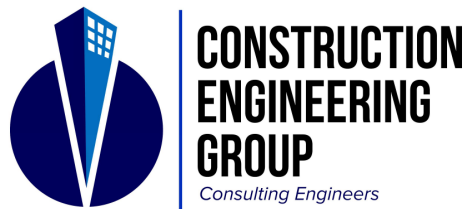
**REVISED MASTER
ENGINEER'S REPORT
FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS**

**EMERALD LAKES COMMUNITY
DEVELOPMENT DISTRICT**

**PREPARED FOR:
BOARD OF SUPERVISORS
EMERALD LAKES CDD**

February 24, 2023

PREPARED BY:



2651 W. Eau Gallie Blvd.
Melbourne, FL 32935
Board of Professional Engineering License No. 0008097

**JAKE T. WISE, P. E.
FL PE #55405
CEG No. 180004**

I. INTRODUCTION

This is a Revised Master Engineer's Report for Public Infrastructure Improvements (the "Engineer's Report") prepared by Construction Engineering Group, the District Engineer for the Emerald Lakes Community Development District (the "District"), revising the prior Engineer's Report Infrastructure Improvements dated November 2, 2018 (the "Prior Engineer's Report") for the purpose of providing updated estimated public improvement infrastructure costs based upon the updated Developer's conceptual Master Plan for the development of the project known as Emerald Lakes (the "Development").

II. BACKGROUND

The District is an independent unit of special-purpose local government authorized to plan, finance, construct, operate and maintain public infrastructure within the District, consisting of approximately 1,561 acres located in the City of Palm Bay, Florida. Emerald Investment Holdings, LLC (Developer) currently owns a majority of the property and will act as the developer of the community.

The District is located east of Babcock Street (State Road 507), south of Grant Road, west of US Highway 1, and north of Micco Road in the City of Palm Bay, Florida. It is located in all four quadrants of a new I-95 interchange with St. Johns Heritage Parkway ("SJHP"). The attached Exhibit A depicts the boundary of the District.

The updated Developer's conceptual Master Plan includes development of public improvement infrastructure to support approximately 3,760 residential units, 2,820,000 square feet of commercial, office, educational and business industrial uses, including 300 hospital beds and 865 hotel rooms. The ultimate build-out is expected to occur over a 20-year period.

The capital improvements discussed herein represent the present intentions of the Developer and the District. The implementation of any improvements discussed in this report requires the final approval by multiple regulatory and permitting agencies. The actual improvements may vary from the capital improvements in this report, and therefore it may be amended in the future.

All provided cost estimates are based on recent projects, the area of the project, and information available at the time of the estimate. The actual costs may vary from the cost estimates presented.

III. OBJECTIVE

This Engineer's Report has been prepared to assist with the financing and construction of the public infrastructure that will support the development within the District. This report presents a description of the major components of the public infrastructure and the associated Engineer's cost estimates for completing the public improvements necessary to support the project development.

IV. TRANSPORTATION IMPROVEMENTS

The primary roadway improvements include six major ingress and egress points throughout the development that will also serve as collector roads to support the future residential and commercial development. The ingress and egress points will be accessed using St. John's Heritage Parkway (SJHP). The City of Palm Bay completed SJHP west of I-95 with Developer funded project intersections at the ingress and egress points. SJHP West of I-95 was completed by the City of Palm Bay in 2020 and SJHP East of I-95 may be financed in whole or in part by the District. If the District does finance these public improvements, the application of impact fee credits will be the subject of a separate agreement with the District. The roadway improvements include funding intersection improvements to SJHP and the interior roadways required to safely access all

development within the District. Attached Exhibit B depicts the major and interior roadways that will be constructed to facilitate District public improvements.

All roads constructed by the District will be publicly accessible and will consist of a minimum of two lanes of pavement with curbing, sidewalk, and landscaping. The District planned improvements to SJHP includes landscaping sidewalks, irrigation, and a multi-use path. The City will own and be responsible for operating and maintaining SJHP, with an ingress/egress easement for all internal roadways and sidewalks. The District will own and be responsible for operating and maintaining all public internal roadways and sidewalks, irrigation, multi-use paths, landscaping, and lighting, including the landscaping and irrigation within the SJHP right-of-way.

V. POTABLE WATER AND SANITARY SEWER FACILITIES

The potable water distribution system will include multiple interconnected and looped water mains that run from SJHP through the six major access points and provide distribution across the District. The potable water supply will be an extension of the major distribution system from the City of Palm Bay. The potable water distribution system will serve as a source for potable water and fire protection to all of the development within the District. The potable water system improvements may be funded by the District and will be dedicated to the City for operation and maintenance.

The sanitary sewer collection system will include a network of gravity collection systems, wastewater lift stations, and sanitary sewer force mains that connect to the proposed force main along the SJHP that will be owned and operated by the City of Palm Bay. The proposed sewer infrastructure will provide collection and distribution for all development within the District. All sanitary sewer systems are anticipated to be constructed within the roadways identified in Exhibit B. The sanitary sewer system improvements may be funded and constructed by the

District and are anticipated to be dedicated to the City for operation and maintenance.

Off-site potable water mains, sanitary sewer force mains, water storage tanks and a regional lift station may be completed by the District. Potable water and sanitary sewer infrastructure to be constructed off-site and along SJHP are depicted in Exhibit C. The offsite potable water system and sanitary sewer system improvements may be funded by the District, with impact fee credits available to the District or Developer, depending on the funding source, and are anticipated to be owned, operated and maintained by the City. The application of any impact fee credits will be the subject of a separate agreement with the District.

VI. STREET LIGHTING, UNDERGROUNDING OF ELECTRIC LINES AND RELATED INFRASTRUCTURE

The roadways will include PVC pipe conduit sleeves throughout for electrical conduits, communication conduits, and street lighting across the District. The conduits will provide for distribution of electric power, communications, and street lighting to all areas of the District. These conduits will be in the right-of-way or separate easements and are to be constructed in conjunction with the roadway improvements and network of street lighting for availability and use by electrical and communications placement that will occur further into project development to avoid disturbing constructed roadways. The District will fund the differential cost of the undergrounding of electric utility lines.

The proposed electrical network will be supplied by Florida Power & Light and the communications network will be supplied by AT&T. With the exception of street lighting, and the differential cost of the undergrounding of electric utility lines and conduit, neither the electrical network nor the communications network will be funded by the District.

VII. STORMWATER MANAGEMENT FACILITIES

The development includes a master stormwater management facility to serve the proposed buildout of the District. The master stormwater management system will consist of multiple interconnected detention ponds for treatment and attenuation of all stormwater runoff from the improvements. There will be an interconnected stormwater conveyance piping network within the roadways to direct runoff from improvements into the stormwater treatment ponds. The stormwater management system will be designed and operated in accordance with the regulatory criteria established and mandated by the St. John's River Water Management District. The majority of the stormwater management system may be funded by the District. Depending on eventual land ownership, components of the stormwater management system will be owned, operated and maintained either by the City or the District.

VIII. RECREATION FACILITIES

Recreation facilities are planned across the District within the areas designated for the use of the community and the general public. Several lakes and recreation facilities are proposed within the residential areas and along lake and wetland edges for indoor and outdoor recreational and cultural uses. A multi-use path is proposed along SJHP. There will be a series of interconnected sidewalks along the right-of-way with perimeter landscaping, street lighting, and irrigation systems. The improvements include active and passive parks, streetscape, landscape, hardscape, water features and an Eco-Nature Center that will foster a sense of community within the District. The recreation facilities may be funded, owned, operated and maintained by the District. Any recreational facilities financed by the District will be available for use by the general public. Other recreational facilities will be funded by the Developer.

IX. CONSERVATION, MITIGATION AND WILDLIFE

Onsite and offsite conservation, mitigation and wildlife areas will be created, preserved, and managed in accordance with the regulatory criteria established and mandated by St. John's River Water Management District and Florida Department of Environmental Protection. Only onsite mitigation areas will be funded, owned, operated and maintained by the District. The onsite and offsite conservation areas will be acquired, created and funded by the District and upon completion, donated to Brevard County for perpetual maintenance.

X. COST ESTIMATES, DESIGN, PERMITTING AND CONTINGENCY

The design costs associated with the infrastructure improvements described in this Engineer's Report are provided in the attached Exhibit E Opinion of Probable Costs. There are soft costs associated with the Districts capital improvement plan including surveying, design and engineering, legal fees, regulatory permitting, environmental consulting and materials testing. Construction operations will need to be monitored to ensure safe and secure site development during infrastructure placement until completion or dedication to the City of Palm Bay. The costs have been categorized as being either master improvements or parcel/subdivision improvements. The master improvements provide infrastructure benefiting all of the land in the District and parcel/subdivision improvements provide infrastructure and services specific to portions of the District identified by parcel number consistent with the layout depicted in Exhibit D. A contingency estimate is provided as well for possible changes. The application of any impact fee credits will be the subject of a separate agreement with the District. All impact fee credits shall otherwise be retained by the Developer or District based on who funds the improvements.

A chart identifying the status of major permits and development and zoning approvals is attached hereto as Exhibit F.

TO MELBOURNE

LEGEND:

PROJECT BOUNDARY

PROJECT SITE

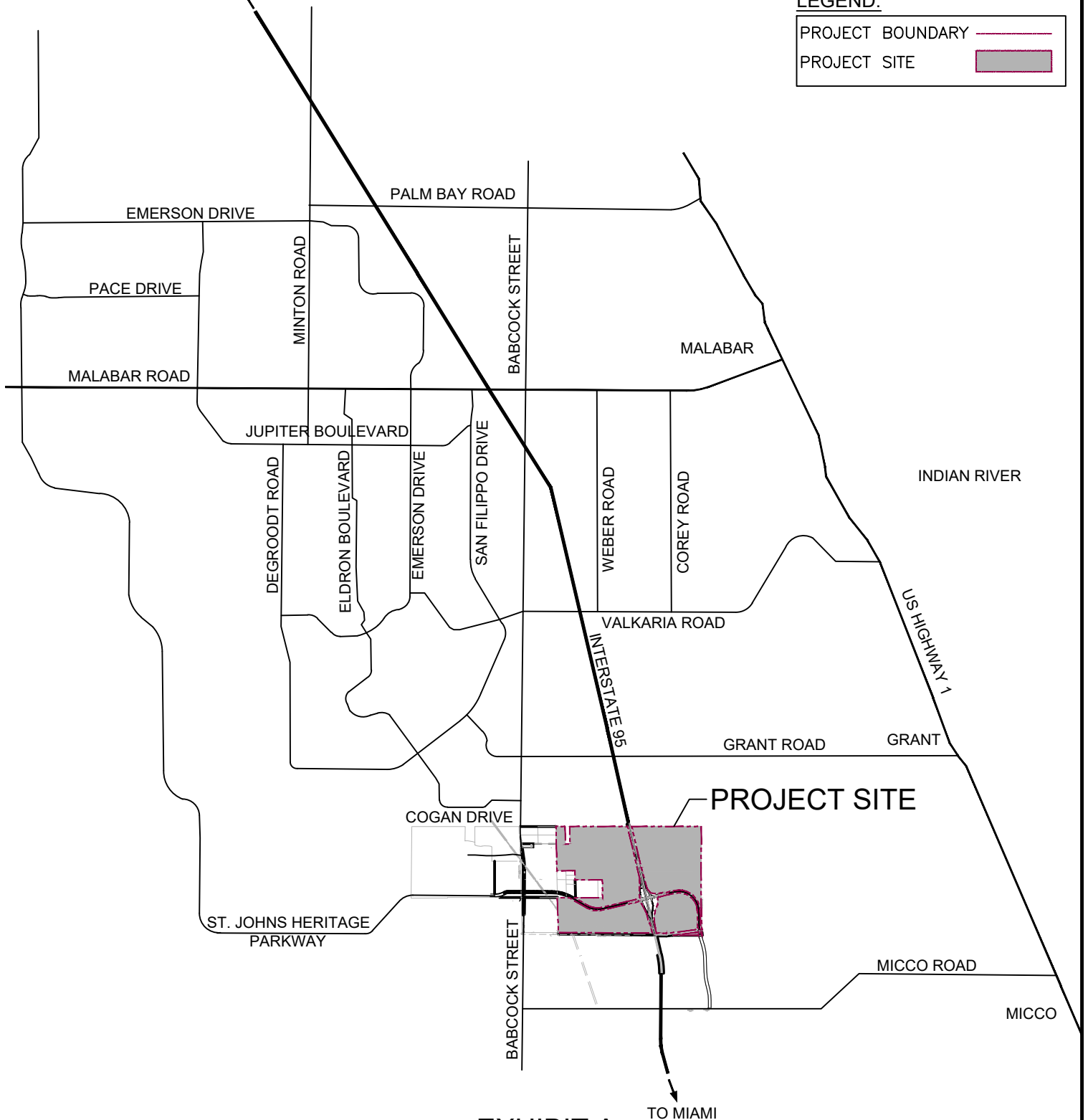


EXHIBIT A

EMERALD LAKES - LOCATION MAP

NTS



9/17/18 EX-A



**CONSTRUCTION
ENGINEERING
GROUP**
Consulting Engineers

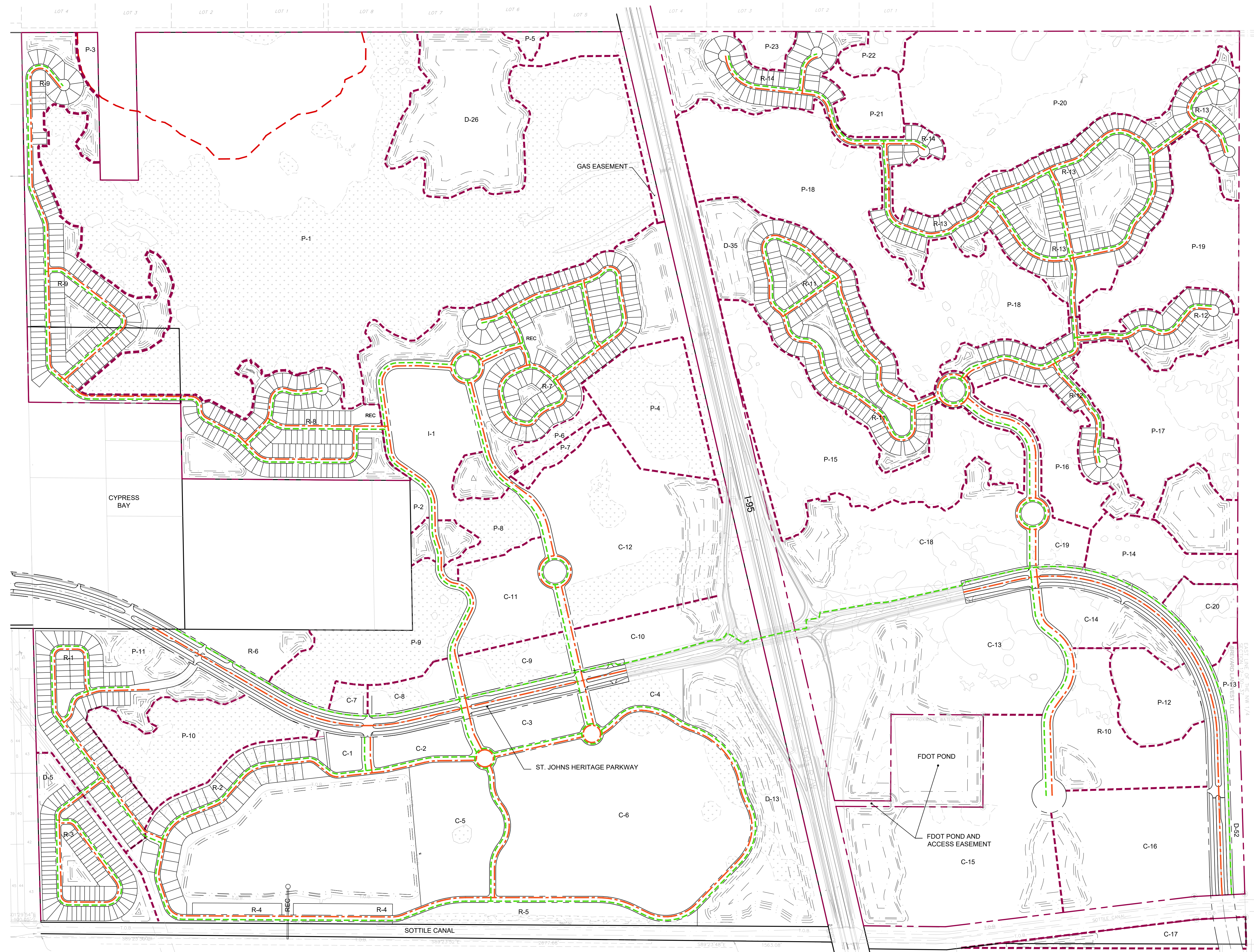


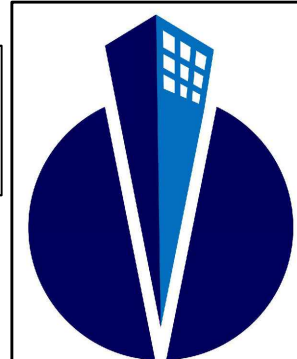
EXHIBIT B
EMERALD LAKES OVERALL VEHICULAR/PEDESTRIAN ACCESS

NTS



LEGEND:

VEHICULAR ACCESS	— — — — —
PEDESTRIAN AND GOLF CART ACCESS	— — — — —



**CONSTRUCTION
ENGINEERING
GROUP**
Consulting Engineers

2/10/21 EX-B

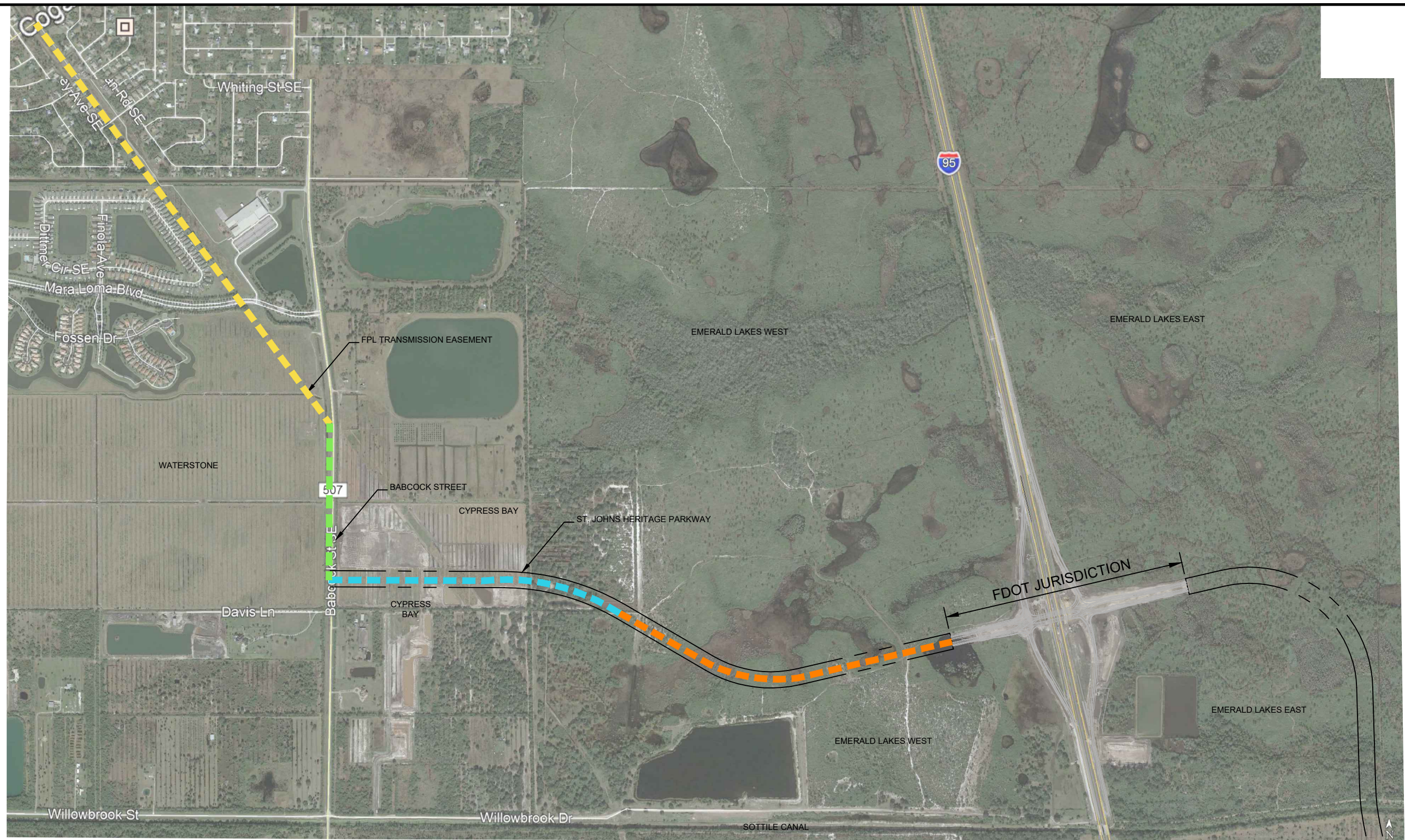


EXHIBIT C
EMERALD LAKES MASTER UTILITY EXHIBIT
 NTS



LEGEND:

FPL TRANSMISSION EASEMENT	
UTILITY MAINS (OPEN CUT)	
UTILITY MAINS BABCOCK	
SEGMENT 1 UTILITY MAINS SJHP	
SEGMENT 2 UTILITY MAINS SJHP	

8/02/22 EX-C



**CONSTRUCTION
ENGINEERING
GROUP**
 Consulting Engineers



LEGEND:

- I-95 AND PARKWAY
- PRESERVATION (618.1 AC)
- MULTI (43.4 AC)
- COM (220.6 AC)
- SFR (422.2 AC)
- COM/IND (135.9 AC)
- STORMWATER TREATMENT (81.3 AC)
- STORMWATER POND (251.3 AC)
- PROPOSED VEHICULAR ACCESS
- PARCEL PERIMETER
- WATER MAIN
- WASTEWATER FORCE MAIN
- SCRUB JAY FAMILY

NOTES:

1. POND IN PARCEL D-26 INTENDED FOR FILL ONLY.

2. UTILITIES WITHIN PARKWAY ARE TO BE DETERMINED.

EXHIBIT D
EMERALD LAKES BASE MASTER PLAN

WEST PARCEL SUMMARY		
PARCEL ID:	SIZE:	ANTICIPATED USE:
R-1	38.9 AC	SFR
R-2	66.5 AC	SFR
R-3	21.2 AC	SFR
R-4	7.0 AC	MULTI
R-5	8.9 AC	MULTI
R-6	6.5 AC	MULTI
R-7	57.9 AC	SFR
R-8	32.1 AC	SFR
R-9	44.9 AC	SFR
C-1	2.2 AC	COM
C-2	4.9 AC	COM
C-3	6.9 AC	COM
C-4	5.3 AC	COM
C-5	18.8 AC	COM
C-6	66.9 AC	COM
C-7	1.8 AC	COM
C-8	4.8 AC	COM
C-9	7.5 AC	COM
C-10	7.9 AC	COM
C-11	13.1 AC	COM
C-12	35.5 AC	COM
D-10	1.3 AC	STORMWATER
D-13	29.5 AC	STORMWATER
D-14	10.9 AC	STORMWATER
D-19	3.0 AC	STORMWATER
D-26	36.6 AC	FILL
I-1	17.3 AC	INSTITUTIONAL
P-1	242.9 AC	PRESERVATION
P-2	1.3 AC	PRESERVATION
P-3	1.8 AC	PRESERVATION
P-4	20.0 AC	PRESERVATION
P-5	1.1 AC	PRESERVATION
P-6	2.8 AC	PRESERVATION
P-7	2.5 AC	PRESERVATION
P-8	7.6 AC	PRESERVATION
P-9	19.7 AC	PRESERVATION
P-10	21.7 AC	PRESERVATION
P-11	1.7 AC	PRESERVATION
P-12	1.3 AC	PRESERVATION
TOTAL	802.2 AC	-

EAST PARCEL SUMMARY		
PARCEL ID:	SIZE:	ANTICIPATED USE:
R-10	21.0 AC	MULTI
R-11	45.3 AC	SFR
R-12	27.9 AC	SFR
R-13	62.1 AC	SFR
R-14	25.4 AC	SFR
C-13	39.4 AC	COM/IND
C-14	9.8 AC	COM/IND
C-15	49.9 AC	COM/IND
C-16	29.9 AC	COM/IND
C-17	6.9 AC	COM/IND
C-18	34.7 AC	COM
C-19	3.6 AC	COM
C-20	6.7 AC	COM
P-12	11.6 AC	PRESERVATION
P-13	5.8 AC	PRESERVATION
P-14	13.3 AC	PRESERVATION
P-15	45.6 AC	PRESERVATION
P-16	14.5 AC	PRESERVATION
P-17	32.3 AC	PRESERVATION
P-18	69.0 AC	PRESERVATION
P-19	24.9 AC	PRESERVATION
P-20	62.0 AC	PRESERVATION
P-21	7.3 AC	PRESERVATION
P-22	4.0 AC	PRESERVATION
P-23	3.0 AC	PRESERVATION
P-24	0.4 AC	PRESERVATION
TOTAL	648.5 AC	-



EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
MASTER IMPROVEMENTS	
ROADWAYS	\$ 8,336,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 13,871,684.68
CONSERVATION AREAS, MITIGATION AREAS AND WILDLIFE HABITAT	\$ 7,743,126.60
WATER AND WASTEWATER	\$ 24,754,060.37
LANDSCAPE, HARDSCAPE, SIGNAGE, IRRIGATION, LIGHTING, & INTERSECTIONS	\$ 5,761,400.00
RECREATION FACILITIES	\$ 5,900,000.00
SUBTOTAL	\$ 66,366,871.66
PARCEL/SUBDIVISION IMPROVEMENTS	
R-1	
PUBLIC ROADWAYS	\$ 1,429,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 759,150.64
WATER AND WASTEWATER	\$ 387,900.00
SUBTOTAL	\$ 2,576,250.64
R-2	
PUBLIC ROADWAYS	\$ 763,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 676,657.37
WATER AND WASTEWATER	\$ 223,000.00
SUBTOTAL	\$ 1,662,857.37
R-3	
PUBLIC ROADWAYS	\$ 645,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 737,112.66
WATER AND WASTEWATER	\$ 416,500.00
SUBTOTAL	\$ 1,799,212.66
R-4	
PUBLIC ROADWAYS	\$ 1,284,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 773,036.94
WATER AND WASTEWATER	\$ 379,750.00
SUBTOTAL	\$ 2,436,786.94
R-5	
WATER AND WASTEWATER	\$ 93,000.00
SUBTOTAL	\$ 93,000.00

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
R-6	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 39,231.22
WATER AND WASTEWATER	\$ 37,500.00
SUBTOTAL	\$ 76,731.22
R-7	
PUBLIC ROADWAYS	\$ 1,346,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,658,734.86
WATER AND WASTEWATER	\$ 917,250.00
SUBTOTAL	\$ 3,922,384.86
R-8	
PUBLIC ROADWAYS	\$ 960,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,110,546.82
WATER AND WASTEWATER	\$ 669,500.00
SUBTOTAL	\$ 2,740,046.82
R-9	
PUBLIC ROADWAYS	\$ 1,135,200.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,485,041.68
WATER AND WASTEWATER	\$ 774,250.00
SUBTOTAL	\$ 3,394,491.68
R-10	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 100,442.73
WATER AND WASTEWATER	\$ 61,500.00
SUBTOTAL	\$ 161,942.73
R-11	
PUBLIC ROADWAYS	\$ 1,322,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 2,073,869.32
WATER AND WASTEWATER	\$ 906,250.00
SUBTOTAL	\$ 4,302,519.32
R-12	
PUBLIC ROADWAYS	\$ 890,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 990,010.12
WATER AND WASTEWATER	\$ 882,250.00
SUBTOTAL	\$ 2,762,660.12

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
R-13	
PUBLIC ROADWAYS	\$ 1,785,600.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 2,550,582.84
WATER AND WASTEWATER	\$ 1,231,500.00
SUBTOTAL	\$ 5,567,682.84
R-14	
PUBLIC ROADWAYS	\$ 710,400.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,316,275.73
WATER AND WASTEWATER	\$ 512,500.00
SUBTOTAL	\$ 2,539,175.73
C-2	
PUBLIC ROADWAYS	\$ 351,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 208,256.67
WATER AND WASTEWATER	\$ 112,500.00
SUBTOTAL	\$ 671,756.67
C-3	
PUBLIC ROADWAYS	\$ 312,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 185,117.04
WATER AND WASTEWATER	\$ 100,000.00
SUBTOTAL	\$ 597,117.04
C-5	
PUBLIC ROADWAYS	\$ 495,300.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 45,417.18
WATER AND WASTEWATER	\$ 167,850.00
SUBTOTAL	\$ 708,567.18
C-6	
PUBLIC ROADWAYS	\$ 1,833,000.00
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 1,087,562.59
WATER AND WASTEWATER	\$ 587,500.00
SUBTOTAL	\$ 3,508,062.59
C-12	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 780,468.00
SUBTOTAL	\$ 780,468.00

EXHIBIT E
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
OPINION OF PROBABLE COST OVERALL MASTER IMPROVEMENTS
AND PARCEL/SUBDIVISION IMPROVEMENTS

Description	Total
C-13	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 509,505.88
SUBTOTAL	\$ 509,505.88
C-14	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 129,688.73
SUBTOTAL	\$ 129,688.73
C-15	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 509,505.88
SUBTOTAL	\$ 509,505.88
C-16	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 921,065.79
SUBTOTAL	\$ 921,065.79
C-17	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 36,646.00
SUBTOTAL	\$ 36,646.00
C-18	
EARTHWORK, STORMWATER AND SURFACE WATER MANAGEMENT	\$ 537,203.93
SUBTOTAL	\$ 537,203.93
TOTAL	\$ 109,312,202.25
9% CONTINGENCY	\$ 9,838,098.20
TOTAL WITH CONTINGENCY	\$ 119,150,300.45

EXHIBIT F
EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT
SITE PERMITTING, DEVELOPMENT AND ZONING APPROVALS

SITE PERMIT	AGENCY	PERMIT STATUS
Master Plan	City of Palm Bay	Issued
Site Plan	City of Palm Bay	Issued
Subdivision	City of Palm Bay	Issued
Tree Removal	City of Palm Bay	Pending
Preliminary Plat	City of Palm Bay	Issued
Final Plat	City of Palm Bay	Pending
Rezoning	City of Palm Bay	Issued
Sewer	City of Palm Bay	Issued
Water	City of Palm Bay	Issued
Final School Concurrency	Brevard County School District	Issued
Sottile Canal	Brevard County	Issued
Stormwater ERP	St. John's River Water Management District	Issued
Protected Species	U.S. Fish and Wildlife	Issued
Mitigation	Army Corp of Engineers	Issued
Power	Florida Power & Light	Issued
Sewer	Florida Department of Environmental Protection	Pending
Water	Florida Department of Environmental Protection	Issued
Erosion/ Sediment Control Notice of Intent	Florida Department of Environmental Protection	Issued
FDOT Drainage	Florida Department of Transportation	Issued

EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Emerald Lakes Community Development District held a Regular Meeting on March 21, 2025 at 1:00 p.m., at 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935.

Present:

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

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates, LLC (WHA)
Michael Eckert (via phone)	District Counsel
Brenda Yates	Yates and Company
Jared Elkins	Public
Michael Goodnight	Public
Stephen McMillan	Public
Dakota Church	Public
Lorraine deMontigny	Public
Chris Cutler	Lennar
Greg Pettibon	Lennar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:11 p.m.

Supervisors Kasten, Kramer and Scott were present. Supervisor Gottlieb attended via telephone. Supervisor-Elect Alfredo Rodriguez-Walling was not present.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Lorraine deMontigny, a member of the public, stated that she is present to observe.

Mr. Jared Elkins, a member of the public, stated that he is present representing international economic interests in Brevard County, specifically Palm Bay. He wants to learn more about energy in the CDD and about CDD development.

Mr. Michael Goodnight, a member of the public, stated that he is present for observational purposes to learn how the CDD operates.

Mr. Dakota Church, a member of the public, stated that he is present for observational purposes to find out what is going on with the CDD.

Mr. Stephen McMillan, a member of the public, stated that he is present for observational purposes to learn how the CDD operates.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [Seat 3 - David Kramer, Seat 4 - Mel Scott] (the following to be provided in a separate package)

Mr. Conti, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. David Kramer and Mr. Mel Scott. Both are familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
- D. Form 8B: Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-01 and recapped the results of the Landowners' Election, as follows:

Seat 3	David Kramer	510 votes	4-year term
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73	Seat 4	Mel Scott	510 votes	4-year term
74	Seat 5	Alfredo Rodriguez-Walling	495 votes	2-year term

75

76 On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor,
77 Resolution 2025-01, Canvassing and Certifying the Results of the Landowners'
78 Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,
79 and Providing for an Effective Date, was adopted.

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82 FIFTH ORDER OF BUSINESS

Acceptance of Notice of Intent to Decline Election/Appointment to Board of Alfredo Rodriguez-Walling [Seat 5]

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On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, Mr. Alfredo Rodriguez-Walling's Notice of Intent to Decline Election/Appointment to Seat 5, was accepted.

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91 **SIXTH ORDER OF BUSINESS**

Consider Appointment of Chris Cutler to Fill Unexpired Term of Seat 5; Term Expires November 2026

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95 Mr. Kasten nominated Mr. Chris Cutler to fill Seat 5. No other nominations were made.

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97 On MOTION by Mr. Kramer and seconded by Mr. Kasten, with all in favor, the
98 appointment of Mr. Chris Cutler to Seat 5, was approved.

99

100

101 • Administration of Oath of Office to Chris Cutler

102 Mr. Conti, a Notary of the State of Florida and duly authorized, administered the Oath of
103 Office to Mr. Chris Cutler. He is familiar with the items listed in the Third Order of Business.

104

105 SEVENTH ORDER OF BUSINESS

Acceptance of Resignation of Mel Scott [Seat 4]

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108 On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, Mr.
109 Mel Scott's resignation from Seat 4, was accepted.

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EIGHTH ORDER OF BUSINESS

Consider Appointment of Greg Pettibon to Fill Unexpired Term of Seat 4; Term Expires November 2028

Mr. Kasten nominated Mr. Greg Pettibon to fill Seat 4. No other nominations were made.

On MOTION by Mr. Kasten and seconded by Mr. Cutler, with all in favor, the appointment of Mr. Greg Pettibon to Seat 4, was approved.

- Administration of Oath of Office to Greg Pettibon**

Mr. Conti, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Greg Pettibon. He is familiar with the items listed in the Third Order of Business.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-02. Mr. Kasten nominated the following:

Chris Kasten	Chair
Greg Pettibon	Vice Chair
David Kramer	Assistant Secretary
Chris Cutler	Assistant Secretary
Richard Gottlieb	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Mel Scott	Assistant Secretary
Alfredo Rodriguez-Walling	Assistant Secretary

The following prior appointments to the Board remain unchanged by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary

144 Craig Wrathell Treasurer
145 Jeff Pinder Assistant Treasurer
146

147 **On MOTION by Mr. Kramer and seconded by Mr. Cutler, with all in favor,**
148 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
149 **District, and Providing for an Effective Date, was adopted.**

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152 **TENTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2026 Proposed
Budget**

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155 Ms. Cerbone discussed budgeting for Fiscal Year 2026.
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157 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Remainder
of Fiscal Year 2024/2025 and Providing for
an Effective Date**

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164 Ms. Cerbone presented Resolution 2025-03. The following will be added to the Fiscal
165 Year 2025 Meeting Schedule.

166 DATES: April 18, 2025; May 16, 2025; June 20, 2025; July 18, 2025; August 15, 2025 and
167 September 19, 2025

168 TIME: 1:00 PM

169 LOCATION: 2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935
170

171 **On MOTION by Mr. Scott and seconded by Mr. Cutler, with all in favor,**
172 **Resolution 2025-03, Designating Dates, Times and Locations for Regular**
173 **Meetings of the Board of Supervisors of the District for Remainder of Fiscal**
174 **Year 2024/2025 and Providing for an Effective Date.**

175
176
177 **TWELFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of February 28, 2025**

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180 Ms. Cerbone presented the Unaudited Financial Statements as of February 28, 2025.

Mr. Cutler and Mr. Pettibon stated that they waive the allowable Supervisor compensation.

On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

THIRTEENTH ORDER OF BUSINESS

Approval of Minutes

A. September 20, 2024 Public Hearing and Regular Meeting

B. November 5, 2024 Landowners' Meeting

On MOTION by Mr. Kasten and seconded by Mr. Kramer, with all in favor, the September 20, 2024 Public Hearing and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Eckert discussed recent proposed legislative actions affecting CDDs, as follows:

➤ A bill proposes to significantly increase the sovereign immunity limits, which could result in an increase to the CDD's liability insurance rates.

➤ Another bill would enable the CDD to advertise on the CDD website, which would result in savings, as the CDD would no longer be required to advertise in a newspaper.

➤ Another bill would give the Clerk of Courts access to CDD records, which is redundant, in that the CDD's records are already public records.

➤ Some bills involve assessments on agricultural lands.

➤ Another bill proposes to eliminate the Goals and Objectives reporting that became a requirement last year.

➤ Another bill proposes replacing the Lieutenant Governor with a Commissioner of Government Efficiency.

➤ Another bill proposes to require all local governments to conduct an annual stormwater inspection.

B. District Engineer: Construction Engineering Group

There was no report.

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

- **NEXT MEETING DATE: TBD [Presentation of FY2026 Proposed Budget]**

- **QUORUM CHECK**

Ms. Cerbone recapped the motions made and the vote count for each, since there were different numbers of Board Members at various times during the meeting due to the transitioning of some seats, etc. Ultimately, each vote passed unanimously.

The next meeting will be on April 18. 2025.

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

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

A member of the public asked if the legislation related to assessments on agricultural lands is passed or if it is pending legislation. Mr. Eckert stated that it is pending.

A member of the public asked if a CDD is part of the City or separate. Mr. Eckert stated that the CDD is an independent special district. Ms. Cerbone stated that the CDD abides by the Florida Statutes but complies with other governmental entities and agencies, as necessary.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kasten and seconded by Mr. Pettibon, with all in favor, the meeting adjourned at 1:43 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EMERALD LAKES
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EMERALD LAKES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
2651 W. Eau Gallie Boulevard, Suite A, Melbourne, Florida 32935		
¹ AtkinsRéalis 2671 W. Eau Gallie Boulevard, Melbourne, Florida 3293		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2024 CANCELED	Regular Meeting	1:00 PM
November 5, 2024 ¹	Landowners' Meeting	11:15 AM
November 15, 2024 CANCELED	Regular Meeting	1:00 PM
December 20, 2024 CANCELED	Regular Meeting	1:00 PM
January 17, 2025 CANCELED	Regular Meeting	1:00 PM
February 21, 2025 CANCELED	Regular Meeting	1:00 PM
March 21, 2025	Regular Meeting	1:00 PM
April 18, 2025	Regular Meeting	1:00 PM
May 16, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM
June 20, 2025	Regular Meeting	1:00 PM
July 18, 2025	Regular Meeting	1:00 PM
August 15, 2025	Regular Meeting	1:00 PM
September 19, 2025	Regular Meeting	1:00 PM