



EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

**SPECIAL ORGANIZATIONAL MEETING
APRIL 10, 2020
10:00 A.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

**www.everlandscdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT
Dial In (877) 873-8018 Access Code 7344194
SPECIAL ORGANIZATIONAL MEETING
April 10, 2020
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat New Board Members
- D. Review Board Members Responsibilities and Duties
- E. Establish Quorum
- F. Consider Resolution No. 2020-01 – Election of Officers.....Page 2
- Chairman
 - Vice Chairman
 - Secretary
 - Treasurer/Assistant Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. New Business
1. Consider Appointment of District Manager.....Page 3
 2. Consider Appointment of District General Counsel.....Page 7
 3. Consider Appointment of Interim District Engineer.....Page 9
 4. Ratifying Recording of the Notice of Establishment
 5. Consider Authorization to Obtain General Liability and Public Officers Insurance
 6. Consider Resolution No. 2020-02 – Setting the FY 2019/2020 Regular Meeting
Schedule and Location.....Page 21
 7. Consider Resolution No. 2020-03 – Ordering and Calling for Initial Landowner’s
Meeting and Public Notice Thereof.....Page 23
 8. Consider Resolution No. 2020-04 – Designating a Qualified Public Depository.....Page 24
 9. Consider Resolution No. 2020-05 – Establishing CDD Checking Account and Signers.....Page 25
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

Florida Today

March 31, 2020

Miscellaneous Notices

AD#, 03/31/2020 NOTICE OF SPECIAL ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT As a result of the public health emergency that exists in the State of Florida as a consequence of the COVID-19 coronavirus, in light of the guidelines established by the Centers for Disease Control for the protection of all members of the community, and with the authority granted by Executive Orders issued by Governor Ron DeSantis, including Executive Order 20-69 (Emergency Management COVID-19 Local Government Public Meetings) authorizing the use of communications technology, such as telephonic conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes, a Telephone Conference Meeting of the Board of Supervisors ("Board") of the Everlands Community Development District is scheduled to be held on April 10, 2020, at 10 a.m.. The public may participate in this Board meeting by listening to the meeting live by calling the following phone number (877) 873-8018 access code: 7344194, and may verbally offer public comment or submit written or other physical evidence by emailing comments to the following email address bsakuma@sdsinc.org, or mailing comments to Frank Sakuma at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The purpose of the meeting is to consider the appointment of staff including, but not limited to, manager, attorney, engineer and others as deemed appropriate by the Board; election of officers of the District; ordering and calling for a Landowner's Election; setting the regular meeting schedule of the Board of Supervisors of the District; designating the qualified public depository; obtaining general liability and public officers insurance; and necessary action that may be necessary to be taken by the Board in this special meeting. A copy of the agenda may be obtained from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, and/or toll free at 1-877-737-4922 ("District Manager's Office"). Additional information about this Board meeting can be obtained from Frank Sakuma by email at bsakuma@sdsinc.org, or by telephone at (772) 453-0975. All emails and other communications and evidence received by April 3, 2020, will be provided to Board Members in advance of the meeting and will be posted on the District's website along with the minutes of the Board Meeting. All comments received will be public records. The meeting may be continued to a date, time, and place to be specified on the record at meeting. If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceeding and such person may need to insure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's office. Meetings may be cancelled from time to time without advertised notice. EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
ELECTING THE OFFICERS OF EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Everlands Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Bay, Brevard County Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by electing the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 10TH DAY OF April, 2020.

ATTEST:

**EVERLANDS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman



AGREEMENT FOR SERVICES MANAGEMENT AND VALIDATION

This Agreement made and entered this _____ day of _____, 2020 between the Everlands Community Development District (hereinafter called the District) located in Palm Bay, Florida (hereinafter called the City) within Brevard County (hereinafter called the County) and Special District Services, Inc. (hereinafter called SDS).

WHEREAS, the primary objective of this Agreement is for SDS to provide management, consulting and validation services to the District acting as an agent of the District as mandated by Chapter 190.007 Florida Statutes; and

WHEREAS, District proposes to engage SDS to perform the tasks identified herein; and,

WHEREAS, District and SDS desire to reduce their Agreement to writing, setting forth the services to be rendered by SDS to District and the compensation to be paid by District to SDS for services rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I – RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II – MANAGEMENT SERVICES

A. WORK PROGRAM – Management

Task 1. SDS will prepare for and organize the initial Board meeting of the District. This will include, but is not limited to, solicitation of proposals from required professionals, preparation of required public notifications, preparation of required resolutions and other necessary documentation for the organization of the District, transcribing the minutes of the organizational meeting and performing such other duties to insure compliance with state law. The fee for this Task is \$5,000.

Task 2. SDS will serve as general manager to the District and will provide those services necessary for the management and operation of the District including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, communications and coordination with other governmental agencies and District professionals, general supervision, and day to day management of the operations of the District in accordance with the provisions of Chapter 190 and Chapter 189, Florida Statutes. Management of the maintenance of District facilities or property is not included in this Agreement and is subject to negotiation if required. The fee for this Task is \$36,000 per year, payable in twelve (12) equal monthly payments of \$3,000. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI).

Task 3. SDS will maintain the District books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports. There is no additional charge for this Task.

Task 4. SDS will assist the District in the selection of professionals, including counsel, bond counsel, financial advisor and underwriter, or, if directed by the District, SDS, as an officer and general manager of the District will retain such professionals for the District in accordance with terms mutually agreed to by the parties. There is no additional charge for this Task.

Task 5. SDS, as general manager of the District, will provide general consulting services to District on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future. There is no additional charge for this Task.

Task 6. SDS, pursuant to Section 189.069, Florida Statutes, will establish/create, manage and maintain an independent website for the District. There is no additional charge for this Task.

Task 7. SDS will prepare the annual assessment roll for the submittal to the County following adoption by the District. The fee for this Task 7 is \$7,500 payable upon the submittal of the final Annual Assessment Roll to the County.

Task 8. SDS will assist the District in the structuring or restructuring of bond issue(s) as necessary and agreed to by the District. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of SDS will be available to testify as an expert witness at any bond validation or other legal proceeding. The fee for this Task is \$15,000.

Task 9. SDS, upon request by the District, will prepare supplemental special assessment methodology reports, as required. The fee for this Task is \$9,000 per supplemental report.

Task 10. SDS will provide field operations management of service contracts/agreements and/or the administration of construction contracts, mutually agreed to by the parties.

Task 11. SDS will provide such other services, including assisting in litigation matters and/or IRS Audits, as mutually agreed to by the parties.

B. WORK PROGRAM – VALIDATION

Task 1. SDS will assist District's counsel, bond counsel, financial advisor and underwriter in reviewing the Engineers Report that is required for Validation. There is no additional charge for this Task.

Task 2. SDS will, upon the request of the District, prepare the Master Special Assessment Methodology Report. The fee for this Task is \$15,000.

Task 3. SDS will, upon the request of the District, assist Bond Counsel and General Counsel in preparing for Validation. There is no additional charge for this Task.

Task 4. SDS will, if applicable, serve as an expert witness for the Validation hearing. There is no additional charge for this Task.

In addition, for its services as general manager to the District, SDS shall be reimbursed for out-of-pocket expenses incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). SDS will submit monthly invoices to District for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Tasks 10 and 11 shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the District such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by others and are not a part of this agreement.

SECTION IV – DISTRICT CHANGES

From time to time there may need to be changes made to the existing District such as, but not limited to, expansion or contraction of the District boundaries, creation of separate assessment areas, restructuring of bonds, etc. that may involve extensive work beyond the initial scope of this Agreement. Under such circumstances, SDS will be entitled additional compensation as mutually agreed to by the parties prior to commencement of the defined additional work.

SECTION V – DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by SDS under this Agreement shall be the property of the District, upon payment in full of all fees and costs set forth above.

SECTION VI – TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice given sixty (60) days in advance of the intent to cancel. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period for management fees as stated for Tasks 1- 7 of Section II in addition to any other fees or costs due hereunder.

If termination is by the District and for cause, this Agreement will terminate immediately without advance written notice. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement.

SECTION VII – AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION VIII – MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Palm Beach County, Florida.

The District acknowledges that SDS is an officer and general manager of the District and is not an attorney and may not render legal advice or opinions; or a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

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

**EVERLANDS COMMUNITY
DEVELOPMENT DISTRICT**

**SPECIAL DISTRICT SERVICES,
INC.**

By: _____

By: _____

Printed Name and Title

Date

Todd Wodraska, President

Printed Name and Title

Date

LAW OFFICES
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
BRUCE M. RAMSEY
GERALD L. KNIGHT
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
SHIRLEY A. DELUNA
MARK A. RUTLEDGE
GINGER E. WALD
JEFFERY R. LAWLEY
DONNA M. KRUSBE
SCOTT C. COCHRAN

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
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CENTURION TOWER
1601 FORUM PLACE, SUITE 400
WEST PALM BEACH, FLORIDA 33401
(561) 659-5970
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CAMILLE E. BLANTON
CHRISTINE A. BROWN
BRAD J. KIMBER
KELLI F. LAGO
SHAWN B. McKAMEY
VANESSA T. STEINERTS
JOHN C. WEBBER

OF COUNSEL
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL

STEVEN F. BILLING, 1947-1998
HAYWARD D. GAY, 1943-2007

March 24, 2020

Mr. B. Frank Sakuma, Jr.
Special District Services
10807 SW Tradition Square
Port St. Lucie, FL 84987

**Re: Proposal to serve as District Counsel for
Everlands Community Development District**

Dear Frank:

This letter will serve to memorialize our previous discussions regarding this firm's undertaking to provide legal services as District Counsel to the Everlands Community Development District. General District legal services will be billed at the rate of \$290.00 per hour when that work is performed by a partner of the firm. Legal work carried out by associates will be billed at \$225.00 per hour. Tasks assigned to paralegals are billed at \$95.00 per hour. I will serve as registered agent and our office will be listed as the registered office for the Everlands Community Development District pursuant to Florida law. There will be a monthly minimum fee of \$500.00 for general/recurring legal services which may include, but shall not be limited to: communications with District Manager and District Staff re: routine operations of the CDD; communications with state and local government agencies re: CDD matters, requests for information, audits, etc.; updating and maintaining CDD records, notices, filings, etc.; reviewing miscellaneous correspondence re: CDD; scheduling matters involving the CDD and Agendas re: meetings of the Board of Supervisors; monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD. This fee structure will be adjusted on a periodic basis in connection with the District's budget process and no later than every third fiscal year to reflect changes in the Consumer Price Index published by the U.S. Department of Labor.

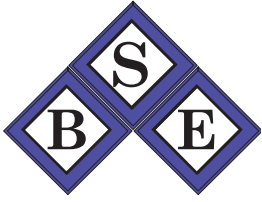
Specialized legal services performed in connection with litigation, the validation and issuance of CDD bonds, as well as infrastructure construction activities funded by CDD bonds, will be invoiced separately and, when appropriate, charged against bond proceeds. Costs related to all of the above-listed activities will also be invoiced separately.

It is my understanding that this proposal will be placed upon the District's agenda for review and approval by the Board of Supervisors at its organizational meeting. Should you have any questions regarding the above, please feel free to contact me at your convenience.

Very truly yours,

A handwritten signature in dark ink, reading "Dennis E. Lyles". The signature is written in a cursive, flowing style with a large initial "D" and a long, sweeping underline.

DENNIS E. LYLES
For the Firm



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

April 1, 2020

Via Email

B. Frank Sakuma, Jr. District Manager
Special District Services, Inc. (*hereafter referred to as "Client"*)
10807 SW Tradition Square
Port St. Lucie, FL 34987
E-mail: bsakuma@sdsinc.org

Re: *Palm Vista Everlands*
B.S.E. File # 10860.300

Dear Frank:

Enclosed is an authorization form confirming your request for services. This form is generated in order to avoid confusion or misunderstandings and to confirm that the services, as noted on the enclosed form, reflect your requests.

If this form is incorrect or does not meet with your approval, please contact B.S.E. immediately upon receipt of this letter. If it is correct, please sign on the allotted space and return the original to B.S.E. as soon as possible.

Should you have any questions or comments, please give me a call.

Very truly yours,

Scott M. Glaubitz, P.E., P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jhm
20-va-1038.sg.mar

Enclosures

**LETTER TO CONFIRM VERBAL
AUTHORIZATION TO PERFORM SERVICES
Palm Vista Everlands
B.S.E. File #10860.300
20-va-1038**

The **CLIENT**, **SPECIAL DISTRICT SERVICES, INC.**, has hereby requested and authorized **B.S.E. Consultants, Inc. (B.S.E)** to proceed with the following work:

- Attend and participate in the Everlands CDD establishment meeting
 - Two (2) representatives from B.S.E. to attend

The **CLIENT** acknowledges responsibility for payment of professional fees and out-of-pocket expenses incurred.

Payment for said work will be invoiced monthly and is due within thirty (30) days of the date of this invoice. The **CLIENT** agrees that unpaid monthly invoices shall accrue interest based on the rate of 18 percent per annum, after they have been outstanding/unpaid for 30 days after the date of the invoice.

If **B.S.E.** employs legal services to collect overdue amounts, the **CLIENT** agrees to pay all costs of collection, including reasonable attorney's fees whether action be brought or not.

Suspension – **B.S.E.** reserves the right to suspend all services on the **CLIENT'S** project(s) in the event an invoice remains unpaid 30 days after the date of invoice. Such suspension shall remain in effect until all unpaid invoices are paid in full. The **CLIENT**, if in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

Payment for said work will be invoiced per the attached fee schedule, with an Estimated Not To Exceed (E.N.T.E.) of \$500.00.

Dated: April 1, 2020


Dated: _____

Engineer: Scott M. Glaubitz, P.E., P.L.S.

Approved By: _____

Signature: 

***Signature:** _____

Attest: 

Attest: _____

** Acknowledges receipt of and agreement with authorization and all referenced attachments*

Attachments: Standard Contract Provisions
Sample Invoice
Fee/Rate Schedule

SMG/jhm
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B.S.E. Consultants, Inc.
Standard Contract Provisions



1. Scope of Services - The undertaking of BSE Consultants, Inc. as well as its agents, representatives, consultants, officers, directors and employees, herein referred to as "Engineer" to perform professional services under this Agreement extends only to those services specifically described herein. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated therefore as set forth below. In addition, the Engineer is authorized to perform Additional Services, for which the Engineer will be similarly compensated, for those services arising due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Engineer's services, and when, in the Engineer's opinion, Additional Services are advisable as a result of other factors required by other authorities and such Additional Services are clearly in the Client's interest and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Engineer will notify the Client as soon as practical of the necessity and inception of the services.
2. Client's Responsibilities - In addition to any responsibilities specifically described herein, the Client shall have the following responsibilities to the Engineer:
 - a. Designate in writing a person to act as his representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives and expectations for the project. These data shall include all numerical criteria that are to be met and all standards of development, design or construction that are to be followed.
 - c. Provide to the Engineer all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary, in the Engineer's opinion, such as site survey and engineering data, environmental impact assessments or statements, environmental audits, zoning, title policy, title assessment or other land use regulations, etc., upon all of which the Engineer may rely.
 - d. Arrange for access to the site and other private or public property as required for the Engineer to provide the services under this Agreement.
 - e. Review all documents or verbal reports presented by the Engineer and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Engineer's services.
 - g. Provide such independent accounting, legal, insurance, cost estimating, and overall feasibility services beyond the scope of this Agreement as the Client may require or the Engineer may reasonable request with regard to the professional fields listed above.
 - h. Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's service or any defect or noncompliance in any aspect of the project.
 - i. Bear all costs incident to the responsibilities of the Client.

3. Period of Services - Unless otherwise provided herein, the Engineer will begin work promptly after receipt of a fully executed copy of this Agreement and, unless specified otherwise herein, shall complete the services within a reasonable length of time. The provisions of this section and the compensation to the Engineer included in this Agreement have been agreed to in anticipation of a continuous and orderly progress through the completion of the Engineer's services.
- a. Times for performance agreed to herein shall be extended to the extent necessary for delays due to natural disasters, strikes, untimely response from agencies or Client or other circumstances over which the Engineer has no control.
 - b. If the Engineer's services are delayed or suspended in whole or in part, the times of performance shall be extended to the extent of such delay or suspension plus a reasonable additional time to allow for rescheduling; such suspension shall not terminate this Agreement unless the Engineer elects to terminate by written notice in accordance with other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Engineer's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.
4. Compensation for Services - Unless specifically agreed to herein, the following standard provisions as to compensation amounts shall be applicable.
- a. The Engineer shall be compensated for the services specifically described herein in accordance herewith.
 - b. If the Engineer performs Additional Services, the Client shall pay the Engineer for the performance of those Services an amount (in addition to all other amounts payable under this Agreement) based upon the Engineer's current hourly Fee Schedule rates for the actual time spent by the Engineer in providing such Additional Services plus 1.15 times the direct expenses ("Direct Expenses") so incurred by the Engineer in providing such services (except as otherwise provided in paragraph (c) below or as defined within the Fee Schedule, whichever is greater.
 - c. In addition to amounts payable by the Client to the Engineer hereunder, the Client shall be invoiced for and shall pay to the Engineer and in accordance with paragraph (5) all taxes, if any, whether state, local, or federal, levied with respect to such amounts.
5. Payments for Services
- a. Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge of 1.5% will be added to delinquent accounts for each month of delinquency.
 - b. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days after the Engineer's transmittal of its invoice therefore, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts due hereunder are paid in full.
 - c. In the event any invoice or portion thereof remains unpaid for more than sixty (60) days following the invoice date, the Engineer may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such proceeding by its employees.

- d. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
 - e. In the event that the Client is not the record owner of the property covered by this Agreement, the Engineer may consider the Client's representation and signature on this Agreement as evidence that the Client has the Owner's permission and consent to enter into this Agreement. It shall be the Client's responsibility to inform the Engineer of any change in ownership or change in any other circumstance that may affect the Engineer's ability to place a lien on the property if payment is not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that the Engineer's Services and Additional Services are professional services that shall be performed in the practice of the Engineer's profession as a planner, engineer or other professional allowed lien rights under Florida law in connection with the specific parcel or parcels of real property referred to in this Agreement and that the Engineer shall be entitled to a lien upon such real property for the money owing to the Engineer for all such Services and Additional Services pursuant to Section 713.03, Florida Statutes (2005 or its successor), or otherwise pursuant to law or equity.
6. Reuse of Documents - All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer to specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.
7. Electronic Media - In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Engineer, the Client covenants and agrees that all such drawings and data are instruments of service of the Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyright.
- The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Engineer specified in this Agreement.
- In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Engineer specified in this Agreement or from any reuse of the drawings and data without the prior written consent of the Engineer.
- Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer be liable for any loss of profit or any damages.
8. Opinions of Cost
- a. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and

represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitations established by the Client will be paid for as Additional Services hereunder by the Client.

- b. If a limit with respect to construction or other costs is established by written Agreement between the Client and the Engineer, the following will apply:
 - i. The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then-established cost limit will constitute a correspondence revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - ii. Any cost limit so established shall be increased by an appropriate bidding contingency unless another amount is established in writing.
 - iii. If the bidding or negotiating phase of the project has not commenced within six (6) months after the completion of the Engineer's design hereunder, the established cost limit will not be applicable, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's design hereunder and the date on which proposals or bids are sought.
 - iv. If the lowest bona fide proposal or bid exceeds the established cost limit, the client shall (1) give written approval to increase such cost limit; (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall endeavor to, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for its services in accordance with this Agreement and shall have no further liability hereunder.
- 9. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior to partial payments, if any, which have been made, plus any and all out-of-pocket expenses incurred by the Engineer in the performance of his duties and as defined in the contract herein, less prior payments for these expenses, if any, which have been made. In the event that the Engineer terminates the contract due to non-payment of fees, an amount equal to 15% of the balance of the fixed fee contract shall be due and payable to termination expenses and liquidating damages in addition to any fees and reimbursable expenses unpaid at the date of the termination and any work in progress but yet unbilled at the termination date.
- 10. Liability - The Engineer is protected by Worker's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from and to the extent of, the negligent acts or omissions of the Engineer, its employees, subconsultants or anyone for whom the Engineer is legally liable. If

the Client specifically directs the Engineer to obtain increased insurance coverage, or if the nature of the Engineer's activities requires additional Worker's Compensation or similar insurance coverage, the Engineer will take out such additional insurance, if obtainable, at the Client's expense. Further, the Client shall hold the Engineer harmless from any damages caused by delay if work is suspended due to non-payment under the terms of this Agreement.

It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph, the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against the Engineer on account of any and all design defects, errors, omissions, professional negligence or damages from any cause or causes, to the Engineer's total fee for services rendered on this project, or \$100,000.00 whichever is greater. It is intended that this limitation of liability apply to any and all liability or causes of action; however alleged or arising unless otherwise prohibited by law. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by the Engineer of such limitation for defects, errors, omissions, or professional negligence, and require, as a condition precedent to his (or its) performance of such work, an identical limitation of liability on his (or its) part against the Engineer. In the event the Client fails to obtain an identical limitation of liability provision as to defects or negligence, the Client shall indemnify and hold the Engineer harmless for any liability related to error, omissions or act of professional negligence in such a manner and to such extent that the aggregate liability of the Engineer, including awards and costs assessed by any mediator-arbitrator for such defect or negligence to all parties including the Client, shall not exceed the aforementioned limitation of liability amount. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or materialmen to install work in accordance with the plans and specifications.

11. Standard of Care - In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its professional practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.
12. Failure to Pay - In the event the Client shall fail to pay any sum due hereunder within ten (10) days after submission of a statement, and the Engineer must file suit to collect same, then in that event, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, to the Engineer.

Engineer will send Client statements for services rendered and costs advanced at regular intervals. Client agrees to carefully read all billing statements and promptly notify Engineer in writing of any claimed errors or discrepancy within fifteen (15) days from the date of statement. If Engineer does not receive such notice from Client in writing within the applicable fifteen (15) day period, it is presumed that Client agrees with all correctness, accuracy and fairness of the billing statement.

Client and Engineer both agree to waive all rights to any jury trial in the course of determining any matter arising out of or connected with the engagement between the parties hereto, including any claim by Engineer against Client for unpaid legal fees, costs and expenses, and any claim by Client against Engineer, including any claim for breach of contract or professional negligence.

13. Expenses of Litigation - In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all its reasonable attorney's fees and other expenses related to said litigation.

Such expenses shall include, but shall not be limited to, the cost determined at the Engineer's normal hourly billing rates, of the time devoted to such litigation by the Engineer's employees.

14. Hazardous Substances - It is understood and agreed that in seeking the professional service of the Engineer under this Agreement, the Client does not request the Engineer to undertake or perform any services,

studies, or tests, or to make any determinations involving hazardous substances, as defined by federal law. Therefore, the Engineer undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or any way connected with the presence, discharge, release, or escape of contaminants or hazardous substances of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer under this Agreement. If any condition regarding a hazardous substance, including but not limited to, asbestos, is observed by the Engineer or is alleged during the course of the performance of the services hereunder, the Engineer shall have the right to cease all services until the hazardous substance condition has been eliminated. The Engineer shall have the responsibility to notify the Client of any such condition of which the Engineer becomes aware, and the Client shall be solely responsible for the elimination of the hazardous substance condition. If the services to be performed by the Engineer hereunder cannot be performed because of the existence of the hazardous substance condition, the existence of the condition shall be deemed to be a substantial failure on the part of the Client to perform in accordance with the terms of this Agreement, through no fault of the Engineer, for the purposes of termination under Paragraph Number 9.

15. Assignment and Subcontracting - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights or interests in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the Engineer from employing independent professional associates or consultants, as the Engineer may deem appropriate to assist in the performance of services hereunder.
16. Confidentiality - The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the routine performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.
17. Controlling Law - This Agreement is to be governed by the law of the State of Florida.
18. Binding Effect - This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
19. Merger/Amendment - This Agreement constitutes the entire Agreement between the Engineer and the Client and negotiations, written, and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.
20. Severability and Waiver of Provisions - Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
21. Consideration - As specific consideration for the indemnification provided the Engineer by the Client, the Engineer shall pay the Client the amount of One Dollar (\$1.00) by credit upon the transmittal to the Engineer of a signed contract/agreement.
22. Titles - The titles used in this Agreement are for general reference only and are not part of the Agreement.



BSE Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
Phone: 321-725-3674 Fax: 321-723-1159
E-Mail: sbatchellor@bseconsult.com

Invoice

Invoice # 1800
Invoice Date 3/5/2010
Project No 10850 Site Design and Permitting
Project Manager SMG
Service Dates: February 2010
Terms Net 30

Bill To

ABC Company, LLC.
Accounts Payable
555 5th Ave
Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 1	Feasibility Study	7,500.00	7,500.00	100.00%	0.00%	100.00%	0.00
Task 2	Caracara Survey	6,500.00	5,200.00	80.00%	15.00%	95.00%	975.00
Task 3	Scrub Jay Survey	7,000.00	5,250.00	75.00%	15.00%	90.00%	1,050.00
Task 4	Gopher Tortoise Survey	6,000.00	3,600.00	60.00%	10.00%	70.00%	600.00
Task 5	Phase 1 Environmental Audit	3,500.00	2,975.00	85.00%	15.00%	100.00%	525.00
Task 6	Boundary Survey	4,250.00	2,550.00	60.00%	15.00%	75.00%	637.50
Task 7	Topographic Survey	1,800.00	900.00	50.00%	10.00%	60.00%	180.00
Task 8	Tree Survey	3,500.00	1,750.00	50.00%	10.00%	60.00%	350.00
Task 9	Conceptual Site Plans	2,250.00	1,462.50	65.00%	10.00%	75.00%	225.00
Task 10	Design Plans	35,000.00	3,500.00	10.00%	5.00%	15.00%	1,750.00
Task 11	Preparation of NPDES Erosion Control Plan	1,700.00	170.00	10.00%	20.00%	30.00%	340.00
Task 12	Site Lighting Plan	8,000.00	400.00	5.00%	10.00%	15.00%	800.00
Task 13	Demolition Plan	3,000.00	150.00	5.00%	5.00%	10.00%	150.00
Task 14	Coordinate Geometry Plan	3,500.00	175.00	5.00%	5.00%	10.00%	175.00
Task 15	Electronic AutoCAD File	5,500.00	275.00	5.00%	5.00%	10.00%	275.00
Task 16	Representation	4,000.00	200.00	5.00%	0.00%	5.00%	0.00
Task 17	Soil Borings	4,500.00	225.00	5.00%	0.00%	5.00%	0.00
Task 18	Landscape and Irrigation Design	9,000.00	450.00	5.00%	0.00%	5.00%	0.00
Task 19	Preliminary Plat	7,500.00	375.00	5.00%	0.00%	5.00%	0.00
Task 20	Final Plat	4,500.00			0.00%	0.00%	0.00

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Invoice Total:

Payments/Credits:

Page 17
Balance Due



BSE Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
Phone: 321-725-3674 Fax: 321-723-1159
E-Mail: sbatchellor@bseconsult.com

Invoice

Invoice # 1800
Invoice Date 3/5/2010
Project No 10850 Site Design and Permitting
Project Manager SMG
Service Dates: February 2010
Terms Net 30

Bill To

ABC Company, LLC.
Accounts Payable
555 5th Ave
Melbourne, FL 32901

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 21	Plat - Field Monumentation	4,000.00			0.00%	0.00%	0.00
Task 22	Permitting	12,500.00	625.00	5.00%	10.00%	15.00%	1,250.00
Task 23	Specifications, Bid Documents & Opinion of Quantities	2,000.00			0.00%	0.00%	0.00
Task 24	Service During Construction	17,500.00			0.00%	0.00%	0.00
Task 25	Construction Certifications	22,500.00			0.00%	0.00%	0.00
Reimb Group	Mileage						18.00
	Delivery						20.00
	Postage						0.88
	Copies						7.50
	Regular Prints						155.40
	Total Reimbursable Expenses						201.78

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Invoice Total: \$9,484.28

Payments/Credits: \$0.00



BSE Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
Phone: 321-725-3674 Fax: 321-723-1159
E-Mail: sbatchellor@bseconsult.co...

Invoice

Bill To:

ABC Company, LLC.
Accounts Payable
555 5th Ave
Melbourne, FL 32901

Invoice #: 1798
Invoice Date: 2/2/2010
Due Date: 3/4/2010
Project: 10850 Site Design and Permitting
Project Mgr: Scott Glaubitz
Period: January 2010

Item	Description	Date	Hours/Qty	Rate	Employee	Amount
030 Roadway	Roadway	1/8/2010	40	150.00	H. Kamal	6,000.00
028 Sanitary Sewer System	Sanitary Sewer System	1/14/2010	24	95.00	A. Saunders	2,280.00
201-General	General Permitting	1/14/2010	16	150.00	S. Glaubitz	2,400.00
1009-Site Visit with Contractor	Site Visit with Contractor	1/21/2010	8	90.00	M. McAuliffe	720.00
408-Site Visit	Construction Site Visit	1/22/2010	4	95.00	D. Kean	380.00
Reimb Group	Mileage	1/29/2010		18.00		18.00
	Delivery	1/29/2010		20.00		20.00
	Postage	1/29/2010		0.88		0.88
	Copies	1/29/2010		7.50		7.50
	Regular Prints	1/29/2010		66.60		66.60
	Total Reimbursable Expenses					112.98

THIS IS ONLY AN EXAMPLE OF OUR INVOICE FORMAT.

Total: \$11,892.98

Payments/Credits: Page 19 \$0.00

Balance Due: \$11,892.98



B.S.E. CONSULTANTS, INC.



FEE SCHEDULE – 2020

Principal Engineer.....	\$210.00/Hour
Senior Project Engineer.....	\$170.00/Hour
Senior Engineer.....	\$150.00/Hour
Senior Surveyor	\$145.00/Hour
Senior Surveyor + 1 Surveyor	\$225.00/Hour
Senior Surveyor + 2 Surveyors.....	\$285.00/Hour
Senior Surveyor + 3 Surveyors.....	\$345.00/Hour
Project Engineer.....	\$140.00/Hour
Staff Engineer	\$110.00/Hour
Environmental Specialist.....	\$110.00/Hour
Environmental Specialist -1.....	\$ 80.00/Hour
CADD Designer.....	\$ 95.00/Hour
Jr. CADD Designer	\$ 50.00/Hour
Administrative Technician	\$ 75.00/Hour
Administrative Assistant	\$ 65.00/Hour
Secretary	\$ 50.00/Hour
Construction Inspector	\$115.00/Hour
1-Man Survey Crew	\$120.00/Hour
2-Man Survey Crew	\$150.00/Hour
3-Man Survey Crew	\$185.00/Hour
4-Man Survey Crew	\$205.00/Hour
Expert Witness	\$330.00/Hour

REIMBURSABLE EXPENSES

24"x36" Regular (Black/White) Prints	\$2.50/Page
24"x36" Color Prints.....	\$7.75/Page
Black/White Copies:	8.5"x11" (\$0.15), 8.5"x14" (\$0.17), 11"x17" (\$0.20)
Color Copies:	8.5"x11" (\$0.17), 8.5"x14" (\$0.20), 11"x17" (\$0.25)
All Other Sizes and Outsourced Prints/Copies	Prices Available By Request
Faxes	\$1.25/Page
Mileage at IRS Standard Rate (2018)	\$0.58/mile
Charter Airfare.....	AT COST
Permit Application Fees	AT COST
Postage	AT COST

RESOLUTION NO. 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2019/2020 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Everlands Community Development District ("District") to establish a regular meeting schedule for fiscal year 2019/2020; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2019/2020 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT, PALM BAY, BEVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2019/2020 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 10th day of April, 2020.

ATTEST:

**EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Everlands Community Development District will hold Regular Board Meetings at the offices of B.S.E. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949 at _____ a.m./p.m., on the following dates:

May _____, 2020
June _____, 2020
July _____, 2020
August _____, 2020
September _____, 2020

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

www.everlandscdd.org

PUBLISH: FLORIDA TODAY 00/00/2020

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EVERLANDS COMMUNITY DEVELOPMENT DISTRICT ORDERING
AND CALLING FOR THE INITIAL LANDOWNERS' MEETING AND
PUBLIC NOTICE THEREOF FOR THE EVERLANDS COMMUNITY
DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE
BOARD OF SUPERVISORS**

WHEREAS, the Everlands Community Development District ("District") was established by Ordinance No. 2020-17 of the Board of the City of Palm Bay, Brevard County Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as outlined in Chapter 190, Section 190.006, *Florida Statutes*, within ninety (90) days following the effective date of establishment, the District shall hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors; and

WHEREAS, at such meeting, each landowner shall be entitled to cast one (1) vote per acres (or fraction thereof) of land owned and located within the District for each person to be elected; and

WHEREAS, the two (2) candidates receiving the highest number of votes shall serve for four (4) year terms and the three (3) candidates receiving the next largest number of votes shall serve for two (2) year terms; and

WHEREAS, a Notice of the Landowners' Meeting shall be published once a week for two consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

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

Section 1. The above recitals are hereby adopted.

Section 2. The Landowners' Meeting will be held on _____, 2020
at _____ a.m./p.m. in the Offices of _____
_____.

Section 3. A Notice of Landowners' Meeting shall be published as prescribed by law.

PASSED, ADOPTED and EFFECTIVE this 10th day of April, 2020.

ATTEST:

**EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY; AND PROVIDING AN EFFECTIVE DATE, PURSUANT TO CHAPTER 280, FLORIDA STATUTES.

WHEREAS, it is necessary for the Everlands Community Development District ("District") to establish accounts with qualified depositories for the purpose of the deposits and subsequent expenditure of public funds of the District; and

WHEREAS, the Board of Supervisors of the District has selected Centerstate Bank, to serve as the depository of public funds for the District.

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

Section 1. The above recitals are hereby adopted.

Section 2. That the District Manager is hereby authorized to establish accounts with Centerstate Bank to serve as depository of public funds for the District, pursuant to public law and regulations under Section 280.17, Florida Statutes.

PASSED, ADOPTED and EFFECTIVE this 10th day of April, 2020.

ATTEST:

**EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Everlands Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Frank Sakuma and _____ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

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

Section 1. The above recitals are hereby adopted.

Section 2. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

Section 3. When necessary to write checks, the signatures of two (2) of the five (5) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

PASSED, ADOPTED and becomes EFFECTIVE this 10th day of April, 2020.

ATTEST:

**EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson