

SOUTHPOINTE OF MANATEE COUNTY

**COMMUNITY DEVELOPMENT
DISTRICT**

May 14, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Southpointe of Manatee County Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 7, 2025

ATTENDEES:

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

Board of Supervisors

Southpointe of Manatee County Community Development District

Dear Board Members:

The Board of Supervisors of the Southpointe of Manatee County Community Development District will hold a Regular Meeting on May 14, 2025 at 11:00 a.m., at 16475 Sweetwater Village Drive, Lakewood Ranch, Florida 34211. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Gregory Cox Notice of Intent to Decline the Board Seat
4. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor
6. Consideration of Resolution 2025-11, Electing and Removing Officers of the District and Providing for an Effective Date

7. Consideration of Resolution 2025-12, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2025-13, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an effective Date
9. Consideration of Resolution 2025-14, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
10. Discussion: RFQ for Engineering Services/Consideration of Engineering Services Agreement
11. Acceptance of Unaudited Financial Statements as of March 31, 2025
12. Approval of October 18, 2024 Public Hearings and Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer (Interim): WRA Engineering
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - NEXT MEETING DATE: June 11, 2025 at 11:00 AM

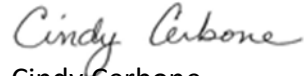
○ QUORUM CHECK

SEAT 1	MICHAEL STEPHENS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	STEVEN DEHART	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CHRIS PANNULLO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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From: [Gregory Cox](#)
To: [Cindy Cerbone](#)
Cc: [Daphne Gillyard](#); [Gianna Denofrio](#); [Chris Conti](#)
Subject: Re: Southpointe of Manatee County CDD - declination of board seat
Date: Thursday, December 12, 2024 8:57:32 AM

You don't often get email from gcox55@verizon.net. [Learn why this is important](#)

Cindy,
I respectfully must decline accepting the Board seat for the Southpointe of Manatee County CDD. Thank you for the opportunity.

Gregory B. Cox

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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**SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of SouthPointe of Manatee County Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOUTHPOINTE OF MANATEE COUNTY COMMUNITY
DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF
THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 14, 2025:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
<u>Chris Conti</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 14, 2025:

<u>Jason Middleton</u>	<u>Assistant Secretary</u>
<u>Gregory Cox</u>	<u>Assistant Secretary</u>
<u>Peter Winberg</u>	<u>Assistant Secretary</u>

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 14th day of May, 2025.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Southpointe of Manatee County Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: 11:00 a.m.

LOCATION: 16475 Sweetwater Village Drive
Lakewood Ranch, Florida 34211

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2025.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
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**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2026				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	\$136,534	\$ 24,489	\$ 105,799	\$ 130,288	\$ 138,220
Total revenues	<u>136,534</u>	<u>24,489</u>	<u>105,799</u>	<u>130,288</u>	<u>138,220</u>
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	-	4,306	4,306	4,300
Management/accounting/recording	38,000	14,160	22,000	36,160	48,000
Legal	25,000	-	25,000	25,000	25,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	333	-	667	667	2,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	7,500	392	7,108	7,500	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	6,000
Contingencies/bank charges	1,500	572	928	1,500	1,750
EMMA software service	-	-	-	-	1,000
Website hosting & maintenance	1,680	1,940	-	1,940	705
Website ADA compliance	210	-	210	210	210
Property appraiser and Tax Collector	250	-	250	250	250
Total professional & administrative	<u>100,154</u>	<u>22,530</u>	<u>76,378</u>	<u>98,908</u>	<u>106,840</u>

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2026				
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations and maintenance					
Field operations manager	-	-	-	-	-
Insurance: property	5,000	-	-	-	-
Aquatic control - ponds	8,880	-	8,880	8,880	8,880
Wetland mitigation	10,000	-	10,000	10,000	10,000
Wetland monitoring and reporting	10,000	-	10,000	10,000	10,000
Lake Bank Erosion Repairs***	2,500	-	2,500	2,500	2,500
Total field operations	36,380	-	31,380	31,380	31,380
Total expenditures	136,534	22,530	107,758	130,288	138,220
Excess/(deficiency) of revenues over/(under) expenditures	-	1,959	(1,959)	-	-
Fund balance - beginning (unaudited)	-	-	1,959	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	1,959	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ 1,959</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***These items will be realized when the CDD takes ownership of the related assets.

Estimated Total Number of Units	524
Estimated Professional & Admin Amount - Per Unit	\$ 203.89
Estimated Total Field Operations Amount - Per Unit	\$ 59.89
Estimated Total O&M - Per Unit	\$ 263.78

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 4,300
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
EXPENDITURES (continued)	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,000
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
EMMA software service	1,000
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser and Tax Collector	250

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	-
Insurance: property	-
Aquatic control - ponds	8,880
Wetland mitigation	10,000
Wetland monitoring and reporting	10,000
Lake Bank Erosion Repairs***	2,500
Total expenditures	<u><u>\$138,220</u></u>

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHPOINTE OF
MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the Southpointe of Manatee County Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of May, 2025.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>16475 Sweetwater Village Drive Lakewood Ranch, Florida 34211</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	Regular Meeting	11:00 AM
November 12, 2025	Regular Meeting	11:00 AM
December 10, 2025	Regular Meeting	11:00 AM
January 14, 2026	Regular Meeting	11:00 AM
February 11, 2026	Regular Meeting	11:00 AM
March 11, 2026	Regular Meeting	11:00 AM
April 8, 2026	Regular Meeting	11:00 AM
May 13, 2026	Regular Meeting	11:00 AM
June 10, 2026	Regular Meeting	11:00 AM
July 8, 2026	Regular Meeting	11:00 AM
August 12, 2026	Regular Meeting	11:00 AM
September 9, 2026	Regular Meeting	11:00 AM

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

9

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHPOINTE OF MANATEE COUNTY 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 Southpointe of Manatee County 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 SOUTHPOINTE OF MANATEE COUNTY 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 14th day of May, 2025.

ATTEST:

**SOUTHPOINTE OF MANATEE COUNTY
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.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- 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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- 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);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- 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.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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

SOUTHPOINTE OF MANATEE COUNTY

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/14/2025**

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.

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

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 22,289	\$ 22,289
Total assets	<u>\$ 22,289</u>	<u>\$ 22,289</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Landowner advance	\$ 6,000	\$ 6,000
Total liabilities	<u>6,000</u>	<u>6,000</u>
DEFERRED INFLOWS OF RESOURCES		
Unearned revenue	14,320	14,320
Total deferred inflows of resources	<u>14,320</u>	<u>14,320</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>22,289</u>	 <u>22,289</u>

**SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,224	\$ 26,713	\$ 136,534	20%
Total revenues	<u>2,224</u>	<u>26,713</u>	<u>136,534</u>	20%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management/admin/recording	2,000	14,535	38,000	38%
Legal	-	-	25,000	0%
Engineering	-	-	3,000	0%
Accounting	-	1,625	-	N/A
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	-	-	333	0%
Trustee	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	-	-	500	0%
Printing & binding	41	250	500	50%
Legal advertising	66	457	7,500	6%
Insurance	-	5,000	5,500	91%
Annual district filing fee	-	175	175	100%
Contingencies/bank charges	90	662	1,500	44%
Website				
Hosting & maintenance	-	1,940	1,680	115%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,213</u>	<u>24,744</u>	<u>99,904</u>	25%
Field operations and maintenance				
Insurance: property	-	-	5,000	0%
Aquatic control - ponds	-	-	8,880	0%
Wetland mitigation	-	-	10,000	0%
Wetland monitoring and reporting	-	-	10,000	0%
Lake bank erosion repairs	-	-	2,500	0%
Total field operations	<u>-</u>	<u>-</u>	<u>36,380</u>	0%
Other fees & charges				
Property appraiser/tax collector	-	-	250	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>250</u>	0%
Total expenditures	<u>2,213</u>	<u>24,744</u>	<u>136,534</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	11	1,969	-	
Fund balances - beginning	1,958	-	-	
Fund balances - ending	<u>\$ 1,969</u>	<u>\$ 1,969</u>	<u>\$ -</u>	

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
SOUTHPOINTE OF MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Southpointe of Manatee County Community Development District held Public Hearings and a Regular Meeting on October 18, 2024 at 11:00 a.m., at the Villa Amenity Center at Sweetwater, 18195 Cherished Loop, Lakewood Ranch, Florida 34211.

Present were:

Michael Stephens	Chair
Chris Pannullo	Vice Chair
Steven Dehart	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Craig Wrathell	Wrathell, Hunt and Associates, LLC (WHA)
Jason Middleton	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:03 a.m. Supervisors Stephens, Pannullo and Dehart were present. Supervisor-Appointee Cox was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Greg Cox (the following will also be provided in a separate package)

The Oath of Office will be administered to Mr. Cox remotely or in advance of the next meeting. The Board Members confirmed their familiarity with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

This item was deferred.

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2025

- Administration of Oath of Office to Appointed Supervisor (the following will also be provided in a separate package)**

This item was deferred.

FIFTH ORDER OF BUSINESS

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

Ms. Cerbone stated that this Resolution is related to the District's intent to utilize the Uniform Method of levying and collecting special assessments, using the services of the Property Appraiser and Tax Collector.

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2025-01, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Southpointe of Manatee County Community Development

District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Public Hearing was closed.

Ms. Cerbone presented Resolution 2025-01 and read the title.

On MOTION by Mr. Dehart and seconded by Mr. Pannullo, with all in favor, Resolution 2025-01, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Southpointe of Manatee County Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Public Hearing was opened.

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

These items were included for informational purposes.

C. Master Engineer's Report (for informational purposes)

Mr. Earlywine presented the Master Engineer's Report and noted the following:

- The Report was previously approved and is unchanged since November 5, 2023.

- 117 ➤ 524 units are currently anticipated; the total is subject to change.
- 118 ➤ The estimated total costs are approximately \$27.7 million.
- 119 ➤ The two necessary findings, including that the lands within the CDD benefit from the
- 120 project and that the numbers are fairly and accurately estimated in the Report, are set forth in
- 121 Section 6 of the Report.

122

123 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the**

124 **Master Engineer's Report, in substantial form, was approved.**

125

126

127 **D. Master Special Assessment Allocation Report (for informational purposes)**

128 Ms. Cerbone and Mr. Wrathell presented and discussed the Master Special Assessment

129 Allocation Report, also referred to as the Methodology, which references the District Engineer's

130 Report with regard to construction costs. They reviewed the pertinent information and

131 discussed the Development Program, Capital Improvement Plan (CIP), Financing Program,

132 Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up

133 Mechanism and the Appendix Tables.

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

137 No affected property owners or members of the public spoke.

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

140 Ms. Cerbone asked if the Board, sitting as the Equalizing Board, wished to make any

141 changes to the assessments, based on any Board or public comments.

142 The Board, sitting as the Equalizing Board, did not make any changes.

143

144 **On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the**

145 **Public Hearing was closed.**

146

147

148 **E. Consideration of Resolution 2025-02, Making Certain Findings; Authorizing a Capital**

149 **Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of**

Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

Ms. Cerbone presented Resolution 2025-02 and read the title.

Mr. Earlywine stated the Master Assessment Resolution, which puts in place an effective lien across all properties in the CDD, is a necessary prerequisite for bond issuance.

A Board Member stated that platting will begin in December or January and asked if the CDD will need to sign on the plat. Mr. Earlywine stated he would like to review the dedication language; a Resolution already in place authorizes the CDD to sign on the plat, if necessary.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-02, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of District Management Transition Items

A. Acceptance of Rizzetta & Company, Inc. Notice of Termination

On MOTION by Mr. Dehart and seconded by Mr. Stephens, with all in favor, the Rizzetta & Company, Inc. Notice of Termination, was accepted.

B. Resolution 2025-03, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date

- **Agreement for District Management Services**

Mr. Wrathell presented Resolution 2025-03 and the Fee Schedule and Management Agreement. District Management will not charge a Management Fee until the end of the time for which Rizzetta continues to be paid its fees. A reduced monthly Management Fee of \$2,000 will be billed until bonds are issued. Once bonds are issued, Management's fee will be \$4,000 per month.

The Board and Staff discussed platting, bond issuance and utilities turnover.

Mr. Stephens reiterated that platting will begin in December or January. He estimated that pre-selling will begin in February or March 2025 and the first closings will be in April or May 2025. Two bond issuances are anticipated. The consensus was that the first bonds might be issued in February 2025.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-03, Appointing and Fixing the Compensation of Wrathell, Hunt and Associates, LLC as the District Manager and Methodology Consultant; Providing an Effective Date, was adopted.

C. Resolution 2025-04, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-04. Mr. Stephens nominated the following:

Michael Stephens	Chair
Chris Pannullo	Vice Chair
Steven Dehart	Assistant Secretary
Cindy Cerbone	Assistant Secretary
Jason Middleton	Assistant Secretary
Craig Wrathell	Secretary
Craig Wrathell	Treasurer
Jeffrey Pinder	Assistant Treasurer

No other nominations were made.

This Resolution removes the following from the Board:

Matthew Huber	Assistant Secretary
Matt O'Nolan	Assistant Secretary

220 Scott Brizendine Secretary
221 Scott Brizendine Treasurer
222 Shawn Wildermuth Assistant Treasurer
223

224 On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,
225 Resolution 2025-04, Electing, as nominated, and Removing Officers of the
226 District and Providing for an Effective Date, was adopted.

- 227
228
229 D. Resolution 2025-05, Directing the District Manager to Appoint Signors on the Local
230 Bank Account; and Providing an Effective Date

231 On MOTION by Mr. Dehart and seconded by Mr. Stephens, with all in favor,
232 Resolution 2025-05, Directing the District Manager to Appoint Signors on the
233 Local Bank Account; and Providing an Effective Date, was adopted.

- 234
235
236 E. Resolution 2025-06, Designating a Registered Agent and Registered Office of the
237 District and Providing for an Effective Date

238 Ms. Cerbone presented Resolution 2025-06.
239

240 On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,
241 Resolution 2025-06, Designating Craig Wrathell as the Registered Agent and
242 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 as the Registered
243 Office of the District and Providing for an Effective Date, was adopted.

244
245
246 Developer funding requests will be forwarded to Mr. Stephens.
247

- 248 F. Resolution 2025-07, Designating the Primary Administrative Office and Principal
249 Headquarters of the District and Providing an Effective Date

250 Ms. Cerbone presented Resolution 2025-07.
251

252 On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor,
253 Resolution 2025-07, Designating 2300 Glades Road, Suite 410W, Boca Raton,
254 Florida 33431 as the Primary Administrative Office and a location in Manatee
255 County, Florida as the Principal Headquarters of the District and Providing an
256 Effective Date, was adopted.

G. Resolution 2025-08, Designating the Location of the Local District Records Office and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-08, which was not executed at the Organizational Meeting.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-08, Designating WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201, as the Location of the Local District Records Office and Providing an Effective Date, was adopted.

H. Strange Zone, Inc., Quotation # M24-1033 for District Website Design, Maintenance and Domain Web-Site Design Agreement

This item was presented following the Ninth Order of Business.

I. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

This item was presented following the Ninth Order of Business.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-09, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-09.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-09, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-10, Designating Dates, Times and Locations for

**Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date**

Ms. Cerbone presented Resolution 2025-10. The consensus was that meetings will be held on the second Wednesday of the month at 11:00 a.m., at the larger amenity.

The following will be inserted into the Fiscal Year 2025 Meeting Schedule:

MEETING DATES: November 13, 2024; December 11, 2024; January 8, 2025; February 12, 2025; March 12, 2025; April 9, 2025; May 14, 2025; June 11, 2025; July 9, 2025; August 13, 2025; and September 10, 2025

TIME: 11:00 AM

LOCATION: 16475 Sweetwater Village Drive, Lakewood Ranch, Florida 34211

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Resolution 2025-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date, was adopted.

- **Strange Zone, Inc., Quotation # M24-1033 for District Website Design, Maintenance and Domain Web-Site Design Agreement**

This item, previously Item 7H, was presented out of order.

Ms. Cerbone presented the Strange Zone, Inc. (SZI) proposal for website creation and annual maintenance, hosting, email domain registration and SSL certificates.

- **ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit**

This item, previously Item 7I, was presented out of order.

Mr. Wrathell stated that Management engaged ADA Site Compliance (ADASC) to assist in bringing its CDDs' websites into compliance with the Americans with Disabilities Act (ADA) requirements and affix a compliance seal on the homepage.

Discussion ensued regarding whether Rizzetta established a website. Staff will ensure that the CDD owns its domain and that there is only one website, regardless of ownership of the current domain.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, Strange Zone, Inc., Quotation # M24-1033 for District Website Design, Maintenance and Domain Web-Site Design Agreement, in the amount of \$1,679.99, was approved.

On MOTION by Mr. Dehart and seconded by Mr. Pannullo, with all in favor, the ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit, in the amount of \$210 per year, was approved.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2024

Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2024. Budgets were adopted for Fiscal Years 2024 and 2025 at a previous meeting. She recommended that an amended budget be prepared for approval at the next meeting, in the same format as the District Management's Unaudited Financial Statements.

Discussion ensued regarding timing of the bond issuance, Operation & Maintenance (O&M) responsibilities and budgeting, field operations management and coordination with HOA and property management firms.

Mr. Stephens discussed Signature One's effectiveness in HOA property management for the past 18 months. He and Mr. Adams will develop the O&M budget in the coming weeks.

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of Minutes

Ms. Cerbone presented the following:

- A. November 7, 2023 Landowner Meeting
- B. November 13, 2023 Organizational Meeting

The following change was made:

Line 20: Change "Wineberg" to "Winberg"

- C. August 16, 2024 Special Meeting

The following change was made:

Line 19: Change "Wineberg" to "Winberg"

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the November 7, 2023 Landowner Meeting Minutes, as presented, and the November 13, 2023 Organizational Meeting and the August 16, 2024 Special Meeting Minutes, as amended, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): WRA Engineering

There were no District Counsel or District Engineer reports.

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

Discussion ensued regarding the need to publish the advertisement for the Request for Qualifications (RFQ) for District Engineering Services due to Statutory requirements. The consensus was that WRA is doing an excellent job as Interim District Engineer.

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

It was noted that recurring monthly meetings were just scheduled for the second Wednesday of the month at 11:00 a.m., however, the next meeting will likely be held on December 11, 2024. Ms. Cerbone will confirm the next meeting date 10 to 14 days in advance.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Stephens and seconded by Mr. Dehart, with all in favor, the meeting adjourned at 12:00 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHPOINTE OF
MANATEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

SOUTHPOINTE OF MANATEE COUNTY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
16475 Sweetwater Village Drive, Lakewood Ranch, Florida 34211		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 13, 2024 CANCELED	Regular Meeting	11:00 AM
December 11, 2024 CANCELED	Regular Meeting	11:00 AM
January 8, 2025 CANCELED	Regular Meeting	11:00 AM
February 12, 2025 <i>rescheduled to February 17, 2025</i>	Regular Meeting	11:00 AM
February 17, 2025 CANCELED	Regular Meeting	11:30 AM
March 12, 2025 CANCELED	Regular Meeting	11:00 AM
April 9, 2025 CANCELED	Regular Meeting	11:00 AM
May 14, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	11:00 AM
June 11, 2025	Regular Meeting	11:00 AM
July 9, 2025	Regular Meeting	11:00 AM
August 13, 2025	Regular Meeting	11:00 AM
September 10, 2025	Regular Meeting	11:00 AM