

UNIVERSITY VILLAGE

COMMUNITY DEVELOPMENT

DISTRICT

May 8, 2025

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

University Village Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

May 1, 2025

ATTENDEES:

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

Board of Supervisors

University Village Community Development District

Dear Board Members:

The Board of Supervisors of the University Village Community Development District will hold a Regular Meeting on May 8, 2025 at 11:30 AM at the offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-03, Declaring a Vacancy in Seat 4 of the Board of Supervisors Pursuant to Section 190.006(2)(b), Florida Statutes; and Providing an Effective Date
4. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2026*
 - Administration of Oath of Office (*the following to be provided in a separate package*)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - 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. Consideration of Resolution 2025-04, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2025-05, 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

7. Consideration of Resolution 2025-06, 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
8. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
9. Acceptance of Unaudited Financial Statements as of March 31, 2025
10. Approval of Meeting Minutes
 - A. November 14, 2024 Landowners’ Meeting
 - B. November 14, 2024 Regular Meeting
11. Staff Reports
 - A. District Counsel: *Coleman Yovanovich Koester*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: August 14, 2025 at 11:30 AM [Adoption of FY2026 Budget]

○ QUORUM CHECK

SEAT 1	JEFFERY STANER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARK BATTAGLIA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARK GESCHWENDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RICH POMEROY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Supervisors’ Requests
13. Public Comments
14. Adjournment

If you have any questions, please do not hesitate to contact me at 239-464-7114.

Sincerely,



Chesley “Chuck” E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT CODE: 229 774 8903

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 4 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(2)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on November 14, 2024, three (3) members were to be elected to the District Board of Supervisors (the “Board”) as that term is defined in Section 190.006(2)(b), Florida Statutes; and

WHEREAS, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

WHEREAS, two (2) Supervisors were nominated for election by the Landowners of the District; and

WHEREAS, the seat for which there was no nomination shall hereby be declared vacant; and

WHEREAS, the term of office for said seat will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following seat is hereby declared vacant effective as of November 14, 2024:

Seat #4 (currently vacant)

SECTION 2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 8th day of May, 2025.

ATTEST:

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

4

**UNIVERSITY VILLAGE 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 UNIVERSITY VILLAGE 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 University Village 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

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Village 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 UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective May 8, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 8, 2025:

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

Chesley E. Adams, Jr. is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 8th day of May, 2025.

ATTEST:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE 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 University Village 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 UNIVERSITY VILLAGE 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: August 14, 2025

HOUR: 11:30 AM

LOCATION: Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928

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 Lee 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 8th day of May, 2025.

ATTEST:

**UNIVERSITY VILLAGE 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

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026
PROPOSED BUDGET**

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2 - 3
Debt Service Fund Budget	4
Series 2017 Amortization Schedule	5

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Off-roll assessment	\$ 127,420	\$ 63,710	\$ 63,710	\$ 127,420	\$ 127,420
Interest and miscellaneous	-	10	-	10	-
Total revenues	<u>127,420</u>	<u>63,720</u>	<u>63,710</u>	<u>127,430</u>	<u>127,420</u>
EXPENDITURES					
Professional & administrative fees					
Supervisors	2,150	861	1,289	2,150	2,150
Management/accounting/recording	35,000	17,500	17,500	35,000	35,000
Legal	5,000	735	4,265	5,000	5,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	5,000	-	5,000	5,000	5,000
Assessment roll preparation	2,500	1,250	1,250	2,500	2,500
Arbitrage rebate calculation	500	-	500	500	500
Trustee fees	4,300	4,246	-	4,246	4,300
Postage	100	68	32	100	100
Legal advertising	800	627	173	800	800
Annual district filing fee	175	175	-	175	175
Insurance	6,030	5,700	-	5,700	6,030
Contingencies	450	-	450	450	450
Website hosting and maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional	<u>67,920</u>	<u>31,867</u>	<u>35,669</u>	<u>67,536</u>	<u>67,920</u>
Field operations					
Stormwater					
Maintenance, monitoring & reporting	32,000	1,770	30,230	32,000	32,000
Landscape					
Maintenance & sprinkler management	9,000	725	8,275	9,000	9,000
Miscellaneous	500	-	500	500	500
Irrigation					
Preventative maintenance & repair	2,000	790	1,210	2,000	2,000
Electricity	14,000	4,695	9,305	14,000	14,000
Streetlighting					
Preventative maintenance & repair	1,000	-	1,000	1,000	1,000
Contingencies	1,000	685	315	1,000	1,000
Total field operations	<u>59,500</u>	<u>8,665</u>	<u>50,835</u>	<u>59,500</u>	<u>59,500</u>
Total expenditures	<u>127,420</u>	<u>40,532</u>	<u>86,504</u>	<u>127,036</u>	<u>127,420</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	23,188	(22,794)	394	-
Fund balance - beginning (unaudited)	148,062	174,269	197,457	174,269	174,663
Fund balance - ending (projected)	<u>\$ 148,062</u>	<u>\$ 197,457</u>	<u>\$ 174,663</u>	<u>\$ 174,663</u>	<u>\$ 174,663</u>

# Units	Per Unit Assessment		
	FY 2024	FY 2025	Revenue
87.94	1,449.17	\$ 1,448.94	\$ 127,420

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional Services

Supervisors	\$ 2,150
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors, not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	35,000
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community. The \$35,000 annual fee is inclusive of district management, general fund accounting and recording services.	
Legal	5,000
As a local government attorney, Coleman, Yovanovich and Koester, PA provides on-going representation specializing in legal issues concerning public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances, contracts, infrastructure and community development.	
Engineering	5,000
Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assists the District in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books,	
Assessment roll preparation	2,500
The District has a contract with Wrathell, Hunt and Associates, LLC to prepare the annual assessment roll.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Trustee fees	4,300
Annual Fee paid to Wachovia Bank for the service provided as Trustee, Paying Agent and Registrar.	
Postage	100
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	800
These expenditures relate to advertisements for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	175
Annual fee paid to the Department of Economic Opportunity.	
Insurance	6,030
The District carries public officials and general liability insurance . The limit of liability is set at \$1,000,000 per occurrence.	
Contingencies	450
Bank charges, automated AP and other miscellaneous expenses incurred during the year.	
Website hosting and maintenance	705
Cost to maintain required website and URL.	
Website ADA compliance	210
Total professional services	<u>67,920</u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Stormwater

Maintenance, monitoring & reporting 32,000

The District utilizes the services of licensed and qualified contractor(s) to manage it's 8 acres of storm water ponds, 180 acres of preserves and associated interconnecting pipes and control structures and perform the monitoring and reporting requirements related to the success of the preserve area maintenance and replanting.

Maintenance	25,000	
Monitoring and reporting	<u>10,000</u>	
Total		35,000

Landscape

Maintenance & sprinkler management 9,000

The District utilizes the services of licensed and qualified contractor(s) to maintain it's landscaping within the Village South Boulevard right of way and around the stormwater ponds that are note adjacent to residential or commercial properties.

Miscellaneous 500

Intended to cover plant replacements and sprinkler system repairs.

Irrigation

Preventative maintenance & repair 2,000

The District utilizes the services of two qualified and licensed contractors for the maintenance and repairs of its two irrigation pump stations and in-take piping.

Preventative Maintenance	1,100	
Repairs	<u>900</u>	
		2,000

Electricity 14,000

Intended to cover the cost of electricity for irrigation pump station.

Streetlighting

Preventative maintenance & repair 1,000

The District utilizes the services of a licensed and qualified electrician to maintain its street lighting system within the Village South Boulevard right of way, which consists of 60 double head street lighting poles utilizing LED technology.

Contingencies		<u>1,000</u>
Total field operations		<u>59,500</u>
Total expenditures		<u><u>\$ 127,420</u></u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2017
FISCAL YEAR 2026**

	Fiscal Year 2025			Total Actual & Projected	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
REVENUE					
Special assessment: off-roll	\$ 741,641	\$ -	\$ 741,641	\$ 741,641	\$ 725,312
Interest	-	641	-	641	-
Total revenue	<u>741,641</u>	<u>641</u>	<u>741,641</u>	<u>742,282</u>	<u>725,312</u>
EXPENDITURES					
Principal	475,100	-	475,100	475,100	490,000
Interest	252,577	111,304	141,273	252,577	243,936
Total expenditures	<u>727,677</u>	<u>111,304</u>	<u>616,373</u>	<u>727,677</u>	<u>733,936</u>
Net increase/(decrease) in fund balance	13,964	(110,663)	125,268	14,605	(8,624)
Beginning fund balance (unaudited)	208,004	224,652	113,989	224,652	239,257
Ending fund balance (projected)	<u>\$221,968</u>	<u>\$ 113,989</u>	<u>\$ 239,257</u>	<u>\$ 239,257</u>	<u>230,633</u>

Use of fund balance:

Debt service reserve account balance (required)	(101,094)
Principal and Interest expense - November 1, 2026	(113,344)
Projected fund balance surplus/(deficit) as of September 30, 2026	<u>\$ 16,195</u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2017 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/25		3.52%	121,968.00	121,968.00	6,930,000
05/01/26	490,000	3.52%	121,968.00	611,968.00	6,440,000
11/01/26		3.52%	113,344.00	113,344.00	6,440,000
05/01/27	504,900	3.52%	113,344.00	618,244.00	5,935,100
11/01/27		3.52%	104,457.76	104,457.76	5,935,100
05/01/28	520,000	3.52%	104,457.76	624,457.76	5,415,100
11/01/28		3.52%	95,305.76	95,305.76	5,415,100
05/01/29	535,100	3.52%	95,305.76	630,405.76	4,880,000
11/01/29		3.52%	85,888.00	85,888.00	4,880,000
05/01/30	549,900	3.52%	85,888.00	635,788.00	4,330,100
11/01/30		3.52%	76,209.76	76,209.76	4,330,100
05/01/31	565,000	3.52%	76,209.76	641,209.76	3,765,100
11/01/31		3.52%	66,265.76	66,265.76	3,765,100
05/01/32	3,765,100	3.52%	66,265.76	3,831,365.76	-
Total	10,000,000		3,233,431.86	13,233,431.86	

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-06

A RESOLUTION OF THE UNIVERSITY VILLAGE 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 University Village Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of May, 2025.

ATTEST:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 14, 2026	Regular Meeting	11:30 AM
August 13, 2026	Public Hearing & Regular Meeting	11:30 AM

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-07

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

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

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

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE 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 8th day of May, 2025.

ATTEST:

**UNIVERSITY VILLAGE 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 Managements 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

UNIVERSITY VILLAGE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/08/2025**

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: _____

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 202,013	\$ -	\$ 202,013
Utility deposit	824	-	824
Investments			
Revenue 2017	-	12,895	12,895
Reserve 2017	-	101,094	101,094
Total assets	<u>\$ 202,837</u>	<u>\$ 113,989</u>	<u>\$ 316,826</u>
LIABILITIES			
Liabilities			
Accounts payable	\$ 3,125	\$ -	\$ 3,125
Direct deposit liabilities	185	-	185
Developer advance	2,070	-	2,070
Total liabilities	<u>5,380</u>	<u>-</u>	<u>5,380</u>
FUND BALANCES			
Restricted for:			
Debt service	-	113,989	113,989
Unassigned	197,457	-	197,457
Total fund balances	<u>197,457</u>	<u>113,989</u>	<u>311,446</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 202,837</u>	 <u>\$ 113,989</u>	 <u>\$ 316,826</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 63,710	\$ 127,420	50%
Interest and miscellaneous	2	10	-	N/A
Total revenues	<u>2</u>	<u>63,720</u>	<u>127,420</u>	50%
EXPENDITURES				
Professional				
Supervisor fees	-	861	2,150	40%
Management	2,917	17,500	35,000	50%
Audit fees	-	-	5,000	0%
Trustee fees	-	4,246	4,300	99%
Arbitrage rebate calculation	-	-	500	0%
Assessment roll preparation	208	1,250	2,500	50%
Legal	-	735	5,000	15%
Engineering	-	-	5,000	0%
Postage	-	68	100	68%
Insurance	-	5,700	6,030	95%
Legal advertising	-	627	800	78%
Contingencies	-	-	450	0%
Annual district filing fee	-	175	175	100%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Total professional	<u>3,125</u>	<u>31,867</u>	<u>67,920</u>	47%
Field operations				
Stormwater				
Maintenance, monitoring & reporting	-	1,770	32,000	6%
Landscape				
Maintenance & sprinkler management	-	725	9,000	8%
Miscellaneous	-	-	500	0%
Irrigation				
Preventative maintenance & repair	-	790	2,000	40%
Electricity	-	4,695	14,000	34%
Streetlighting				
Preventative maintenance & repair	-	-	1,000	0%
Contingencies	136	685	1,000	69%
Total field operations	<u>136</u>	<u>8,665</u>	<u>59,500</u>	15%
Total expenditures	<u>3,261</u>	<u>40,532</u>	<u>127,420</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(3,259)	23,188	-	
Fund balances - beginning	200,716	174,269	148,062	
Fund balances - ending	<u>\$ 197,457</u>	<u>\$ 197,457</u>	<u>\$ 148,062</u>	

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017
FOR THE PERIOD ENDED MARCH 31, 2025**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 741,641	0%
Interest	43	641	-	N/A
	<u>43</u>	<u>641</u>	<u>741,641</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	475,100	0%
Interest	-	111,304	252,577	44%
Total debt service	<u>-</u>	<u>111,304</u>	<u>727,677</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	43	(110,663)	13,964	
Fund balances - beginning	113,946	224,652	208,004	
Fund balances - ending	<u>\$ 113,989</u>	<u>\$ 113,989</u>	<u>\$ 221,968</u>	

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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A Landowners' Meeting of the University Village Community Development District was held on November 14, 2024, at 11:30 a.m. [delayed start time of 2:00 p.m.], at Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.

Present:

Chuck Adams	District Manager
Greg Urbancic	District Counsel
Mark Geschwendt	Proxy Holder
Jaff Staner	
Mark Battalia	
Rich Pomeroy	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 2:06 p.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of a Chair to Conduct Landowners' Meeting

Mr. Adams served as the Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 1, 4 & 5]

A. Nominations

Mr. Geschwendt nominated the following:

Seat 1	Jeff Staner
Seat 4	No nomination

38 Seat 5 Rich Pomeroy
39 No other nominations were made.

40 **B. Casting of Ballots**

41 **I. Determine Number of Voting Units Represented**

42 A total of 287 voting units were represented.

43 **II. Determine Number of Voting Units Assigned by Proxy**

44 All 287 voting units were assigned by proxy to Mr. Geschwendt, as follows:

45 Dunk Village II LLC 28 voting units

46 University Village Shops LLC 9 voting units

47 Stewart Slough Cattle Company 250 voting units

48 Mr. Geschwendt may cast up to 287 votes per seat.

49 Mr. Geschwendt cast the following votes:

50 Seat 1 Jeff Staner 287 votes

51 Seat 4 No nomination 0 votes

52 Seat 5 Rich Pomeroy 287 votes

53 **C. Ballot Tabulation and Results**

54 Mr. Adams reported the following ballot tabulation, results and term lengths:

55 Seat 1 Jeff Staner 287 votes 4-year Term

56 Seat 4 No nomination 0 votes N/A

57 Seat 5 Rich Pomeroy 287 votes 4-year Term

58

59 **FIFTH ORDER OF BUSINESS Landowners' Questions/Comments**

60

61 There being no Landowners' questions or comments, the next item followed.

62

63 **SIXTH ORDER OF BUSINESS Adjournment**

64

65 There being nothing further to discuss, the meeting adjourned at 2:11 p.m.

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68 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the University Village Community Development District held a Regular Meeting on November 14, 2024, immediately following the adjournment of the Landowners Meeting at 11:30 a.m. [delayed start time of 2:00 p.m., at the offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.

Present:

Jeff Staner	Chair
Rich Pomeroy	Vice Chair
Mark Geschwendt	Assistant Secretary
Mark Battaglia	Assistant Secretary

Also present:

Chuck Adams	District Manager
Greg Urbancic (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 2:12 p.m.

Supervisors Staner, Battaglia, Geschwendt and Pomeroy were 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 Newly Elected Supervisor [SEAT 1, 4 & 5] (the following to be provided in a separate package)

38 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
39 of Office to Mr. Jeff Staner and Mr. Rich Pomeroy. Both are familiar with the following:

- 40 **A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1**
- 41 **B. Membership, Obligation and Responsibilities**
- 42 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 43 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
- 44 **Public Officers**

45

46 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2025-01,**
 47 **Canvassing and Certifying the Results of**
 48 **the Landowners’ Election of Supervisors**
 49 **Held Pursuant to Section 190.006(2),**
 50 **Florida Statutes, and Providing for an**
 51 **Effective Date**
 52

53 Mr. Adams presented Resolution 2025-01. The results of the Landowners’ Election will
54 be inserted into Sections 1 and 2, as follows:

55	Seat 1	Jeff Staner	287 votes	4-year Term
56	Seat 4	No nomination	0 votes	N/A
57	Seat 5	Rich Pomeroy	287 votes	4-year Term

58

59 **On MOTION by Mr. Geschwendt and seconded by Mr. Pomeroy, with all in**
 60 **favor, Resolution 2025-01, Canvassing and Certifying the Results of the**
 61 **Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2),**
 62 **Florida Statutes, and Providing for an Effective Date, was adopted.**

63

64

65 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2025-02,**
 66 **Electing and Removing Officers of the**
 67 **District and Providing for an Effective Date**
 68

69 Mr. Adams presented Resolution 2025-02.

70 Mr. Pomeroy nominated the following:

71	Jeff Staner	Chair
72	Rich Pomeroy	Vice Chair

73 Mark Geschwendt Assistant Secretary

74 Mark Battaglia Assistant Secretary

75 No other nominations were made.

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

77 Chesley E. Adams, Jr. Secretary

78 Craig Wrathell Assistant Secretary

79 Craig Wrathell Treasurer

80 Jeff Pinder Assistant Treasurer

81

82 **On MOTION by Mr. Pomeroy and seconded by Mr. Geschwendt, with all in**
83 **favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of**
84 **the District and Providing for an Effective Date, was adopted.**

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87 **SIXTH ORDER OF BUSINESS**

**Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services**

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91 **A. Affidavit of Publication**

92 **B. RFQ Package**

93 **C. Respondent: Johnson Engineering, LLC**

94 Mr. Adams stated that Johnson Engineering, LLC, was the sole respondent to the RFQ
95 for Engineering Services and, as such, the Board can forgo the formal scoring and ranking
96 process and proceed with deeming Johnson Engineering, LLC as the #1 ranked most qualified
97 and responsive respondent and award the contract.

98 **D. Competitive Selection Criteria/Ranking**

99 **E. Award of Contract**

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**On MOTION by Mr. Pomeroy and seconded by Mr. Geschwendt, with all in
deeming Johnson Engineering, LLC, the sole respondent, as the #1 ranked most
qualified and responsive respondent to the RFQ for Engineering Services,
awarding the Engineering Services Contract to Johnson Engineering Services
LLC, and authorizing Staff to negotiate the Contract, was approved.**

105

106

107 SEVENTH ORDER OF BUSINESS Acceptance of Unaudited Financial
108 Statements as of September 30, 2024
109

110 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2024.

111 The financials were accepted.
112

113 EIGHTH ORDER OF BUSINESS Approval of August 8, 2024 Public Hearing
114 and Regular Meeting Minutes
115

116 On MOTION by Mr. Pomeroy and seconded by Mr. Geschwendt, with all in
117 favor, August 8, 2024 Public Hearing and Regular Meeting Minutes, as
118 presented, were approved.

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121 NINTH ORDER OF BUSINESS Staff Reports
122

123 A. District Counsel: Coleman Yovanovich Koester

124 Mr. Urbancic reminded the Board Members to complete the required four hours of
125 ethics training by the December 31, 2024 deadline.

126 B. District Engineer: Hole Montes, Inc.

127 The District Engineer name herein will be changed to Johnson Engineering, LLC, going
128 forward.

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

- 130 • NEXT MEETING DATE: May 8, 2025 at 11:30 AM

- 131 ○ QUORUM CHECK
132

133 TENTH ORDER OF BUSINESS Supervisors' Requests
134

135 There were no Supervisors' requests.
136

137 ELEVENTH ORDER OF BUSINESS Public Comments
138

139 No members of the public spoke.
140

141 TWELFTH ORDER OF BUSINESS Adjournment

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On MOTION by Mr. Geschwendt and seconded by Mr. Pomeroy, with all in favor, the meeting adjourned at 2:21 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 14, 2024	Landowners' Meeting & Regular Meeting	11:30 AM*
May 8, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	11:30 AM
August 14, 2025	Public Hearing & Regular Meeting <i>Adoption of FY26 Proposed Budget</i>	11:30 AM

Exception

**November 14, 2024 Meetings Delayed Start Time of 2:00 PM*