## **REGAL-VILLAGE**

COMMUNITY DEVELOPMENT
DISTRICT

April 21, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

# AGENDA LETTER

## Regal-Village 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

April 14, 2025

### **ATTENDEES:**

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

Board of Supervisors Regal-Village Community Development District

#### **Dear Board Members:**

The Board of Supervisors of the Regal-Village Community Development District will hold a Regular Meeting on April 21, 2025 at 10:30 a.m., at the office of Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Acceptance of Resignation of Mary Moulton [Seat 4]
- 4. Consider Appointment to Fill Unexpired Term of Seat 4; Term Expires November 2028
  - 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. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
- Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026;
   Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and
   197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability;
   and Providing an Effective Date
- Consideration of Resolution 2025-04, 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

Board of Supervisors Regal-Village Community Development District April 21, 2025, Regular Meeting Agenda Page 2

- 8. Consideration of Resolution 2025-05, Designating Michael J. Pawelczyk as the District's Registered Agent and Designating the Office of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. as the Registered Office
- 9. Discussion: Stormwater Management System Memo 2025
- 10. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 11. Acceptance of Unaudited Financial Statements as of February 28, 2025
- 12. Approval of November 18, 2024 Regular Meeting Minutes
- 13. Staff Reports
  - A. District Counsel: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
  - B. District Engineer: Alvarez Engineers, Inc.
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: May 19, 2025 at 10:30 AM
      - QUORUM CHECK

SEAT 1	DEBBIE LEONARD	In-Person	PHONE	No
SEAT 2	CYNTHIA CALDEVILLA	☐ IN-PERSON	PHONE	☐ No
SEAT 3	REBECCA CORTES	In-Person	PHONE	No
SEAT 4		In-Person	PHONE	☐ No
SEAT 5	FRANK REYNOLDS	In-Person	PHONE	No

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

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,

Kristen Thomas District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 8664977

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## **NOTICE OF TENDER OF RESIGNATION**

То:	Regal-Village Community Development District Attn: District Manager 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
From:	Mary Moulton Printed Name
Date:	11/18/24  Date
Village Commo	er my resignation as a member of the Board of Supervisors of the <i>Regalunity Development District</i> . My tendered resignation will be deemed to be the time a quorum of the remaining members of the Board of Supervisors duly noticed meeting of the Board of Supervisors.
personally proscanned and 6 561-571-0013	this Notice of Tender of Resignation has been executed by me andesented at a duly noticed meeting of the Board of Supervisors, [_x_electronically transmitted to gillyardd@whhassociates.com or [_] faxed to and agree that the executed original shall be binding and enforceable and ail copy shall be binding and enforceable as an original.
Mary Moulton	
Signature	

### **RESOLUTION 2025-02**

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

**WHEREAS**, the Regal-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 REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1.	The following is/are elected as Officer(s) of the District effective April 21,			
		is elected Chair		
		is elected Vice Chair		
		is elected Assistant Secretary		
		is elected Assistant Secretary		
		is elected Assistant Secretary		
SECTION 2.	The following O	fficer(s) shall be removed as Officer(s) as of April 21, 2025:		
Mary Moul	ton	Assistant Secretary		

Resolution:	
Craig Wrathell	is Secretary
Daniel Rom	is Assistant Secretary
Kristen Thomas	Is Assistant Secretary
Craig Wrathell	is Treasurer
Jeff Pinder	is Assistant Treasurer
PASSED AND ADOPTED TH	HIS 21ST DAY OF APRIL, 2025.
ATTEST:	REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

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

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#### **RESOLUTION 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Regal-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 2026"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS,** the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

- 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments

pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE:	
HOUR:	
LOCATION:	

- 4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Miami-Dade County at least 60 days prior to the hearing set above.
- **5. 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 3 and shall remain on the website for at least 45 days.
- **6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Miami-Dade County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- **7. 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.
  - **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

[Signature on the following page]

## PASSED AND ADOPTED THIS 21ST DAY OF APRIL 2025.

ATTEST:	REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors		

**Exhibit A:** Proposed Budget for Fiscal Year 2026

**Exhibit A:** Proposed Budget for Fiscal Year 2026

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 39,973				\$110,277
Allowable discounts (4%)	(1,599)				(4,411)
Assessment levy: on-roll - net	38,374	\$ 36,215	\$ 2,159	\$ 38,374	105,866
Assessment levy: off-roll	59,865	-	59,865	59,865	-
Landowner Assessment	-	6,262	-	6,262	-
Total revenues	98,239	42,477	62,024	104,501	105,866
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	42,000	17,500	24,500	42,000	42,000
Legal	25,000	2,440	7,500	9,940	14,875
Engineering	5,000	-	5,000	5,000	5,000
Audit	4,800	4,700		4,700	4,800
Arbitrage rebate calculation	500	-		-	500
Dissemination agent	1,000	417	583	1,000	1,000
EMMA software service	1,000	1,000	_	1,000	1,000
Trustee	5,500	-		-	5,500
Telephone	200	83	117	200	200
Postage	500	11	489	500	500
Printing & binding	500	208	292	500	500
Legal advertising	3,000	-	3,000	3,000	3,000
Annual special district fee	175	175	-	175	175
Insurance	6,600	5,250	-	5,250	6,295
Contingencies/bank charges	750	447	303	750	750
Tax Collector	799	353	446	799	2,206
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	98,239	34,264	42,440	76,704	89,216
Field operations					
Stormwater Maintenance	-		-	-	13,200
Dewatering Permit					2,150
Road maintenance					1,300
Total field operations	_		_		16,650
Total expenditures	98,239	34,264	42,440	76,704	105,866
Excess/(deficiency) of revenues					
over/(under) expenditures	-	8,213	19,584	27,797	-
Fund balance - beginning (unaudited)	-	-	8,213	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-				-
Unassigned		8,213	27,797	27,797	
Fund balance - ending	\$ -	\$ 8,213	\$ 27,797	\$ 27,797	\$ -

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

### **EXPENDITURES**

EAFENDITURES	
Professional & administrative	¢ 42.000
Management/accounting/recording  Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community	\$ 42,000
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	14,875
General counsel and legal representation, which includes issues relating to public	14,073
finance, public bidding, rulemaking, open meetings, public records, real property	
dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the	0,000
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	4,800
Statutorily required for the District to undertake an independent examination of its books,	.,000
records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are	000
necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the	.,000
requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt	
& Associates serves as dissemination agent.	
EMMA software service	1,000
Disclosure Technology Services, LLC EMMA filing assistance software license	1,000
agreement for quarterly disclosure reporting	
Trustee	5,500
Telephone	200
Postage	500
Telephone and fax machine.	000
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	300
Legal advertising	3,000
Letterhead, envelopes, copies, agenda packages	3,000
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public	175
bids, etc.	
	6 205
Insurance Appual for paid to the Florida Department of Economic Opportunity	6,295
Annual fee paid to the Florida Department of Economic Opportunity.	750
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated	
AP routing etc.	
Tax Collector	2,206
Website hosting & maintenance	705
Website ADA compliance	210
Stormwater Maintenance	13,200
Dewatering Permit	2,150
Road maintenance	1,300
Total expenditures	\$105,866

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2024 FISCAL YEAR 2026

	Fiscal Year 2025					
				Tot	al Actual &	
	Adopted	Actual	Projected	Р	rojected	Proposed
	Budget	through	through	Re	evenue &	Budget
	FY 2025	2/28/2025	9/30/2025	Ex	penditures	FY 2026
REVENUES						
Assessment levy: on-roll	\$ 188,268					\$ 488,220
Allowable discounts (4%)	(7,531)					(19,529)
Net assessment levy - on-roll	180,737	\$170,608	\$ 10,129	\$	180,737	468,691
Assessment levy: off-roll	281,955	-	281,955		281,955	-
Interest		3,895			3,895	
Total revenues	462,692	174,503	292,084		466,587	468,691
EXPENDITURES						
Debt service						
Principal	100,000	<del>-</del>	100,000		100,000	105,000
Interest	389,428	211,064	178,364		389,428	352,478
Tax collector	3,765	1,665	2,100		3,765	9,764
Total expenditures	493,193	212,729	280,464		493,193	467,242
Evened/(deficiency) of revenues						
Excess/(deficiency) of revenues	(20 E01)	(20.226)	11 620		(26 606)	1 110
over/(under) expenditures	(30,501)	(38,226)	11,620		(26,606)	1,449
OTHER FINANCING SOURCES/(USES)						
Net increase/(decrease) in fund balance	(30,501)	(38,226)	11,620		(26,606)	1,449
Trot morodoo/(doorodoo) in rand balanco	(00,001)	(00,220)	11,020		(20,000)	1,110
Fund balance:						
Beginning fund balance (unaudited)	325,795	333,034	294,808		333,034	306,428
Ending fund balance (projected)	\$295,294	\$294,808	\$ 306,428	\$	306,428	307,877
				-		
Use of fund balance:						
Debt service reserve account balance (requ	ired)					(114,731)
Interest expense - November 1, 2026						(174,008)
Projected fund balance surplus/(deficit) as o	of September	30, 2026				\$ 19,138

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT SERIES 2024 AMORTIZATION SCHEDULE

			Во		Bond
	Principal	Coupon Rate	Interest	<b>Debt Service</b>	Balance
11/01/25			176,238.75	176,238.75	6,705,000.00
05/01/26	105,000.00	4.250%	176,238.75	281,238.75	6,600,000.00
11/01/26			174,007.50	174,007.50	6,600,000.00
05/01/27	110,000.00	4.250%	174,007.50	284,007.50	6,490,000.00
11/01/27			171,670.00	171,670.00	6,490,000.00
05/01/28	115,000.00	4.250%	171,670.00	286,670.00	6,375,000.00
11/01/28			169,226.25	169,226.25	6,375,000.00
05/01/29	120,000.00	4.250%	169,226.25	289,226.25	6,255,000.00
11/01/29			166,676.25	166,676.25	6,255,000.00
05/01/30	125,000.00	4.250%	166,676.25	291,676.25	6,130,000.00
11/01/30			164,020.00	164,020.00	6,130,000.00
05/01/31	130,000.00	4.250%	164,020.00	294,020.00	6,000,000.00
11/01/31			161,257.50	161,257.50	6,000,000.00
05/01/32	135,000.00	5.200%	161,257.50	296,257.50	5,865,000.00
11/01/32			157,747.50	157,747.50	5,865,000.00
05/01/33	145,000.00	5.200%	157,747.50	302,747.50	5,720,000.00
11/01/33			153,977.50	153,977.50	5,720,000.00
05/01/34	155,000.00	5.200%	153,977.50	308,977.50	5,565,000.00
11/01/34			149,947.50	149,947.50	5,565,000.00
05/01/35	160,000.00	5.200%	149,947.50	309,947.50	5,405,000.00
11/01/35			145,787.50	145,787.50	5,405,000.00
05/01/36	170,000.00	5.200%	145,787.50	315,787.50	5,235,000.00
11/01/36			141,367.50	141,367.50	5,235,000.00
05/01/37	180,000.00	5.200%	141,367.50	321,367.50	5,055,000.00
11/01/37			136,687.50	136,687.50	5,055,000.00
05/01/38	190,000.00	5.200%	136,687.50	326,687.50	4,865,000.00
11/01/38			131,747.50	131,747.50	4,865,000.00
05/01/39	200,000.00	5.200%	131,747.50	331,747.50	4,665,000.00
11/01/39			126,547.50	126,547.50	4,665,000.00
05/01/40	210,000.00	5.200%	126,547.50	336,547.50	4,455,000.00
11/01/40			121,087.50	121,087.50	4,455,000.00
05/01/41	220,000.00	5.200%	121,087.50	341,087.50	4,235,000.00
11/01/41			115,367.50	115,367.50	4,235,000.00
05/01/42	230,000.00	5.200%	115,367.50	345,367.50	4,005,000.00
11/01/42			109,387.50	109,387.50	4,005,000.00
05/01/43	245,000.00	5.200%	109,387.50	354,387.50	3,760,000.00
11/01/43			103,017.50	103,017.50	3,760,000.00
05/01/44	255,000.00	5.200%	103,017.50	358,017.50	3,505,000.00
11/01/44			96,387.50	96,387.50	3,505,000.00
05/01/45	270,000.00	5.500%	96,387.50	366,387.50	3,235,000.00
11/01/45			88,962.50	88,962.50	3,235,000.00
05/01/46	285,000.00	5.500%	88,962.50	373,962.50	2,950,000.00
11/01/46			81,125.00	81,125.00	2,950,000.00
05/01/47	300,000.00	5.500%	81,125.00	381,125.00	2,650,000.00
11/01/47			72,875.00	72,875.00	2,650,000.00
05/01/48	320,000.00	5.500%	72,875.00	392,875.00	2,330,000.00

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT SERIES 2024 AMORTIZATION SCHEDULE

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/48		- о пр от таке	64,075.00	64,075.00	2,330,000.00
05/01/49	335,000.00	5.500%	64,075.00	399,075.00	1,995,000.00
11/01/49			54,862.50	54,862.50	1,995,000.00
05/01/50	355,000.00	5.500%	54,862.50	409,862.50	1,640,000.00
11/01/50			45,100.00	45,100.00	1,640,000.00
05/01/51	375,000.00	5.500%	45,100.00	420,100.00	1,265,000.00
11/01/51			34,787.50	34,787.50	1,265,000.00
05/01/52	400,000.00	5.500%	34,787.50	434,787.50	865,000.00
11/01/52			23,787.50	23,787.50	865,000.00
05/01/53	420,000.00	5.500%	23,787.50	443,787.50	445,000.00
11/01/53			12,237.50	12,237.50	445,000.00
05/01/54	445,000.00	5.500%	12,237.50	457,237.50	-
Total	6,705,000.00		6,699,932.50	13,404,932.50	

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON PROJECTED FISCAL YEAR 2026 ASSESSMENTS

On-Roll Assessments									
		FY 2026 O&M Assessment		FY 2026 DS Assessment		FY 2026 Total Assessment		FY 2025 Total Assessment	
Product/Parcel	Units	per Unit		per Unit per Unit		per Unit		per Unit	
TH - Regal Palm	177	\$	240.25	\$	1,063.66	\$	1,303.91	\$	1,292.56
Total	177								

On-Roll Assessments									
FY 2025					Y 2025				
		FY 2	2026 O&M	F١	2026 DS	FY	2026 Total		Total
		<b>Assessment</b>		<b>Assessment</b>		<b>Assessment</b>		Assessment	
Product/Parcel	Units	per Unit		per Unit per Unit		per Unit		per Unit	
TH - Hadley Place	282	\$	240.25	\$	1,063.66	\$	1,303.91	\$	1,215.00
Total	282								

#### **RESOLUTION 2025-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REGAL-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 Regal-Village 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 REGAL-VILLAGE 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 21st day of April, 2025.

ATTEST:	REGAL-VILLAGE COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

### **EXHIBIT "A"**

#### REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE LOCATION** TBD DATE POTENTIAL DISCUSSION/FOCUS TIME October\_ ,2025 **Regular Meeting** AM/PM November 2025 **Regular Meeting** AM/PM December , 2025 **Regular Meeting** AM/PM 2026 **Regular Meeting** AM/PM January , 2026 **Regular Meeting** AM/PM February \_ 2026 March **Regular Meeting** AM/PM April\_ 2026 **Regular Meeting** AM/PM **Regular Meeting** May 2026 AM/PM June 2026 **Regular Meeting** AM/PM July 2026 **Regular Meeting** AM/PM August \_ 2026 **Regular Meeting** AM/PM September \_ **Regular Meeting** AM/PM 2026

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### **RESOLUTION 2025-05**

A RESOLUTION OF THE REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

**WHEREAS**, Section 189.014, Florida Statutes requires that the Regal-Village Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

**WHEREAS**, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

**WHEREAS**, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

**WHEREAS**, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT, THAT:

- **Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the Board.
- <u>Section 2</u>. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.
- <u>Section 3</u>. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.
- <u>Section 4.</u> Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.
- **Section 5.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

<u>Section 6</u>. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF APRIL, 2025.

ATTEST:	REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT				
Print name:	Print name:				
Secretary/Assistant Secretary	Chair/Vice-Chair, Board of Supervisors				

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### **MEMORANDUM**

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**District Counsel** 

DATE: February 10, 2025

RE: Stormwater system legal requirements update

As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

### **2021 Requirements for Districts with Stormwater Systems:**

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system:
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

## New Requirements for Districts with Stormwater Systems: Chapter 2024-275, Laws of Florida

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the "FDEP Handbook").

## Operation and Maintenance Plan:

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan ("O&M Plan") at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

### Additional Inspections and Reports – Florida Requirements:

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD's website (www.sfwmd.gov), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

### <u>Transfer of Permits for Stormwater Management Systems:</u>

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

### **New Requirements for Districts located in Miami-Dade County**

### Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

### Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require Class V permits for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pretreatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

### Recommendation

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.

#### **RESOLUTION 2025-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REGAL-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 Regal-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 REGAL-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 21st day of April, 2025.

ATTEST:	REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement





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").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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





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

#### ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

#### ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

#### ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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





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Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site<sup>1</sup>.

- 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 <u>Division approved documents SharePoint site</u>.

<sup>&</sup>lt;sup>1</sup> 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%2DC8009D7D068 6%7D





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

#### ARTICLE VI: RENDITION OF ASSISTANCE

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

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





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

#### **ARTICLE VII: REIMBURSEMENT**

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

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

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

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





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

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

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

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





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#### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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





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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.





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,





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.





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 <u>FDEM forms</u> 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:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





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 lan Guidicelli, Authorized Designee	
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





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:	
	Ву:	





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	





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





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
	UNIVERISTY, STATE OF FLORIDA
By:	Ву:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A SPECIAL DISTRICT

DIVISION OF EMERGENCY MANAGEMENT	
By:  Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	Date:
Tari Guidicelli, Adirionzed Designee	
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Ву:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





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 lan Guidicelli, Authorized Designee	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA
Ву:	By:
Council Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT		
By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:	
REGAL-VILLAGE  COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA		
By:	By:	
Title:	Title:	
	Date: 04/21/2025	
	Approved as to Form:	
	By: Attorney for District	





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 it 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.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:
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:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:
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





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 at Reimbursement process requirements.	ccess	to the DEMES Mutual Ald System for FDEM

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED FEBRUARY 28, 2025

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS FEBRUARY 28, 2025

		neral ınd	Debi Servic Func	e	Capital Projects Fund	Gov	Total /ernmental Funds
ASSETS							
Cash	\$ 1	7,361	\$	-	\$ -	\$	17,361
Investments							
Revenue		-	170,0	09	-		170,009
Reserve		-	115,1	25	-		115,125
Capitalized interest		-	6,2	28	-		6,228
Construction - Regal Palm		-		-	857		857
Construction - Hadley Place		-		-	201,592		201,592
Cost of issuance		-	2	98	-		298
Due from Landowner	;	3,131		-	-		3,131
Due from general fund		-	3,1	48	-		3,148
Due from Forestar	3	5,505		-	-		35,505
Total assets	\$ 5	5,997	\$294,8	808	\$ 202,449	\$	553,254
LIABILITIES AND FUND BALANCES Liabilities:							
Due to debt service fund	\$ :	3,148	\$	-	\$ -	\$	3,148
Landowner advance	(	6,000		-	-		6,000
Total liabilities		9,148			-		9,148
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	3	8,636		-	-		38,636
Total deferred inflows of resources	3	8,636					38,636
Fund balances: Restricted for:							
Debt service		-	294,8	808	-		294,808
Capital projects		-			202,449		202,449
Total fund balances		8,213	294,8	808	202,449		505,470
Total liabilities and fund balances	\$ 5	5,997	\$294,8	808	\$ 202,449	\$	553,254

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

## STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED FEBRUARY 28, 2025

		urrent onth		ear to	E	Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$	234	\$	36,215	\$	38,374	94%
Assessment levy: off-roll	Φ	234	φ	30,213	φ	59,865	94 % 0%
Landowner contribution		_		6,262		-	N/A
Total revenues		234		42,477		98,239	43%
				,		00,00	
EXPENDITURES							
Professional & administrative							
Management/accounting/recording**		3,500		17,500		42,000	42%
Legal		500		2,440		25,000	10%
Engineering		-		-		5,000	0%
Audit		-		4,700		4,800	98%
Arbitrage rebate calculation*		-		-		500	0%
EMMA Software				1,000		1,000	100%
Dissemination agent*		82		417		1,000	42%
Trustee*		-		-		5,500	0%
Telephone		17		83		200	42%
Postage		-		11		500	2%
Printing & binding		41		208		500	42%
Legal advertising		-		-		3,000	0%
Annual special district fee		-		175		175	100%
Insurance		-		5,250		6,600	80%
Contingencies/bank charges		90		447		750	60%
Website hosting & maintenance		-		1,680		705	238%
Website ADA compliance		-				210	0%
Total professional & administrative		4,230		33,911		97,440	35%
Other fees & charges							
Tax collector		_		353		799	44%
Total other fees & charges				353		799	44%
Total expenditures	_	4,230		34,264		98,239	35%
·						·	
Excess/(deficiency) of revenues							
over/(under) expenditures		(3,996)		8,213		-	
Fund balances - beginning		12,209		_		_	
Fund balances - ending	\$	8,213	\$	8,213	\$		
*These items will be realized when bonds are issued		, -		,			

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2024 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$ 1,104	\$ 170,608	\$180,737	94%
Assessment levy: off-roll	-	-	281,955	0%
Interest	437	3,895		N/A
Total revenues	1,541	174,503	462,692	38%
EXPENDITURES				
Debt service				
Principal	-	-	100,000	0%
Interest		211,064	389,428	54%
Total debt service	-	211,064	489,428	43%
Other fees & charges				
Tax collector	-	1,665	3,765	44%
Total other fees and charges	-	1,665	3,765	44%
Total expenditures		212,729	493,193	43%
				N/A
Excess/(deficiency) of revenues		(00.000)	(00 =04)	40=0/
over/(under) expenditures	1,541	(38,226)	(30,501)	125%
Net change in fund balances	1,541	(38,226)	(30,501)	
Fund balances - beginning	293,267	333,034	325,795	
Fund balances - ending	\$294,808	\$ 294,808	\$295,294	

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year To Date	
REVENUES				_
Interest	_\$_	687	_\$_	29,718
Total revenues		687		29,718
EXPENDITURES Capital outlay Total expenditures		<u>-</u>		2,867,769 2,867,769
Excess/(deficiency) of revenues over/(under) expenditures		687		(2,838,051)
Fund balances - beginning		201,762		3,040,500
Fund balances - ending	\$	202,449	\$	202,449
Total revenues  EXPENDITURES Capital outlay Total expenditures  Excess/(deficiency) of revenues over/(under) expenditures  Fund balances - beginning	\$	687 - - - 687 201,762		29,718 2,867,769 2,867,769 (2,838,051) 3,040,500

# REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT

## **MINUTES**

#### **DRAFT**

1 2	MINUTES OF MEETING REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT			
3 4	The Board of Supervisors of the Regal-Village Community Development District held a			
5	Regular Meeting on November 18, 2024 at	10:30 a.m., at the office of Alvarez Engineers, 8935		
6	NW 35th Lane, Suite #101, Doral, Florida 33:	172.		
7				
8	Present:			
10	Cynthia Caldevilla	Assistant Secretary		
11	Rebecca Cortes	Assistant Secretary		
12 13	Mary Moulton	Assistant Secretary		
14	Also present:			
15				
16	Daniel Rom	District Manager		
17	Kristen Thomas	Wrathell, Hunt and Associates, LLC (WHA)		
18	Mike Pawelczyk	District Counsel		
19	Zach Griffin (via telephone)	Forestar (USA) Real Estate Group Inc.		
20	Debbie Leonard	DR Horton		
21	Frank Reynolds	Forestar (USA) Real Estate Group Inc.		
22				
23				
24	FIRST ORDER OF BUSINESS	Call to Order/Roll Call		
25				
26	Ms. Thomas called the meeting to or	der at 11:22 a.m.		
27	Supervisors Caldevilla, Cortes and M	1oulton were present. Supervisors Camporeale and		
28	Tello were absent.			
29				
30	SECOND ORDER OF BUSINESS	Public Comments		
31				
32	No members of the public spoke.			
33				
34	THIRD ORDER OF BUSINESS	Acceptance of Resignation of David Tello		
35		[Seat 1]; Term Expires November 2026		
36				
37	Ms. Thomas presented the resignation	on of Mr. Tello from Seat 1.		
38				

39 40 41		On MOTION by Ms. Cortes and seconded by Ms. Caldevilla, with all in favor, the resignation of Mr. David Tello from Seat 1, was accepted.				
42 43 44 45	FOUR	TH ORDER OF BUSINESS	Consider Appointment of Debbie Leonard to Fill Term of Seat 1			
46		Ms. Caldevilla nominated Ms. Debbie Leon	ard to fill Seat 1.			
47		No other nominations were made.				
48						
49 50		On MOTION by Ms. Caldevilla and second appointment of Ms. Debbie Leonard to fil	•			
51 52						
53	•	Administration of Oath of Office to New	y Appointed Supervisor (the following to be			
54		provided under separate cover)				
55		Ms. Thomas, a Notary of the State of Florid	la and duly authorized, administered the Oath			
56	of Off	Office to Ms. Debbie Leonard. Ms. Leonard serves on numerous CDD Boards and is familiar				
57	with t	the following:				
58	A.	Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees				
59	В.	Membership, Obligations and Responsibil	ities			
60	C.	Sample Form 1: Statement of Financial Int	erests/Instructions			
61	D.	Form 8B: Memorandum of Voting Conflict				
62						
63 64 65 66	FIFTH	ORDER OF BUSINESS	Acceptance of Resignation of Maria Camporeale (Seat 5); Term Expires November 2028			
67 68		Ms. Thomas presented the resignation of N	Ms. Maria Camporeale from Seat 5.			
69		On MOTION by Ms. Caldevilla and second	ded by Ms. Moulton, with all in favor.			
70		On MOTION by Ms. Caldevilla and seconded by Ms. Moulton, with all in favor, the resignation of Ms. Maria Camporeale from Seat 5, was accepted.				
71 72						

73 74	SIXTH O	RDER OF BUSINESS	Consider Appointment of Frank Reynolds to Fill Term of Seat 5
75 76	N	As. Leonard nominated Mr. Frank Reyno	lds to fill Seat 5. No other nominations were
77	made.		
78			
79 80 81		on MOTION by Ms. Leonard and second the appointment of Mr. Frank Reynolds to	• • • • • • • • • • • • • • • • • • • •
82 83	<b>-</b> Δ	dministration of Oath of Office to Newly	Appointed Supervisor
84			da and duly authorized, administered the Oath
85		•	ves on numerous CDD Boards and is familiar
86	with the	requirements and responsibilities of a CD	D Board Member.
87			
88 89 90 91	SEVENTI	HORDER OF BUSINESS	Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
92	N	As. Thomas presented Resolution 2025-03	. Ms. Caldevilla nominated the following:
93		Frank Reynolds	Chair
94		Debbie Leonard	Vice Chair
95		Cynthia Caldevilla	Assistant Secretary
96		Rebecca Cortes	Assistant Secretary
97		Mary Moulton	Assistant Secretary
98		Kristen Thomas	Assistant Secretary
99	N	lo other nominations were made.	
100	Т	his Resolution removes the following from	n the Board:
101		David Tello	Vice Chair
102		Maria Camporeale	Assistant Secretary
103	Т	he following prior appointments by the B	oard remain unaffected by this Resolution:
104		Craig Wrathell	Secretary
105		Daniel Rom	Assistant Secretary

4

Ms. Moulton tendered her resignation from the Board.

**Board Members' Comments/Requests** 

138

139

140

141

142

**ELEVENTH ORDER OF BUSINESS** 

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**DRAFT** 

November 18, 2024

**REGAL-VILLAGE CDD** 

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144145

146147148

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163			
164			
165			
166			
167			
168	Secretary/Assistant Secretary	Chair/Vice Chair	

DRAFT

November 18, 2024

**REGAL-VILLAGE CDD** 

## REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS

## **REGAL-VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

#### **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

#### **LOCATION**

Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172

	TIME
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
Day In Martin	40.20.484*
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
Negulai Micetilig	10.30 AIVI
Regular Meeting	10:30 AM*
3,0	
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
Darwin Mastins	40.20 484*
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
Regular Meeting	10:30 AM*
	Regular Meeting  Regular Meeting

<sup>\*</sup>Meetings will occur at 10:30 AM, or immediately following the adjournment of Juniper Cove Community Development District and Sebastian Isles Community Development District meetings