

# **UNIVERSITY SQUARE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 8, 2025**

## **BOARD OF SUPERVISORS REGULAR MEETING AGENDA**

**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# University Square 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

Board of Supervisors  
University Square Community Development District

### ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the University Square Community Development District will hold a Regular Meeting on May 8, 2025 at 12:00 PM 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 12:00 PM [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 PASSCODE: 229 774 8903**

**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY SQUARE 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 Square 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 SQUARE 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 SQUARE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**UNIVERSITY SQUARE 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 SQUARE 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 Square 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 SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-04**

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

**WHEREAS**, the University Square 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 SQUARE 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 SQUARE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY SQUARE 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 Square 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 SQUARE 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: 12:00 PM

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 SQUARE 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 SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**



**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
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**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
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		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 86,544				\$ 88,106
Allowable discounts - revenue reserve	(3,462)				(3,524)
Assessment levy: on-roll - net	83,082	\$ 83,107	\$ -	\$ 83,107	84,582
Interest and miscellaneous	150	19	131	150	150
Total Revenues	<u>83,232</u>	<u>83,126</u>	<u>131</u>	<u>83,257</u>	<u>84,732</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; Administrative Fees</b>					
Supervisors' fees	2,000	804	1,600	2,404	2,000
FICA	306	61	245	306	306
Management/recording	33,500	16,750	16,750	33,500	33,500
Legal	5,000	1,802	2,000	3,802	5,000
Engineering fees	1,500	-	1,500	1,500	1,500
Audit	5,800	-	5,800	5,800	5,800
Assessment roll preparation	11,500	5,750	5,750	11,500	11,500
Trustee fees	8,400	4,080	4,320	8,400	8,400
Arbitrage rebate calculation	500	-	500	500	500
Bank fees	550	-	250	250	550
Postage	300	64	150	214	200
Printing & binding	500	250	250	500	500
Legal advertising	750	615	135	750	750
Annual district filing fee	175	175	-	175	175
Insurance	7,300	7,483	-	7,483	8,900
Website	705	-	705	705	705
ADA website maintenance	210	-	210	210	210
Contingencies	1,000	694	306	1,000	1,000
Total professional & administrative fees	<u>79,996</u>	<u>38,528</u>	<u>40,471</u>	<u>78,999</u>	<u>81,496</u>
<b>Field operations</b>					
Repairs and maintenance	7,500	8,259	3,500	11,759	7,500
Total field operations	<u>7,500</u>	<u>8,259</u>	<u>3,500</u>	<u>11,759</u>	<u>7,500</u>
<b>Other fees and charges</b>					
Property appraiser	20	-	20	20	20
Tax collector	36	40	-	40	36
Total other fees and charges	<u>56</u>	<u>40</u>	<u>20</u>	<u>60</u>	<u>56</u>
Total expenditures	<u>87,552</u>	<u>46,827</u>	<u>43,991</u>	<u>90,818</u>	<u>89,052</u>
Net increase/(decrease) of fund balance	(4,320)	36,299	(43,860)	(7,561)	(4,320)
Fund balance - beginning (unaudited)	63,286	51,918	88,217	51,918	44,357
Fund balance - ending					
Assigned					
Working capital	25,000	25,000	19,357	19,357	20,000
Disaster recovery	25,000	25,000	25,000	25,000	20,000
Unassigned	8,966	38,217	-	-	37
Fund balance - ending (projected)	<u>\$ 58,966</u>	<u>\$ 88,217</u>	<u>\$ 44,357</u>	<u>\$ 44,357</u>	<u>\$ 40,037</u>

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

**EXPENDITURES**

**Professional services**

Supervisors' fees	\$ 2,000
<p style="margin-left: 40px;">Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates two meetings during the fiscal year.</p>	
FICA	306
Management/recording	33,500
<p style="margin-left: 40px;"><b>Wrathell, Hunt and Associates, LLC</b> 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, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the Community.</p>	
Legal	5,000
<p style="margin-left: 40px;">Coleman, Yovanovich &amp; Koester, P.A., provides on-going general counsel legal representation and these lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications and conveyance and contracts. They provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to development.</p>	
Engineering fees	1,500
<p style="margin-left: 40px;">Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assist in crafting sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,800
<p style="margin-left: 40px;">Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Assessment roll preparation	11,500
<p style="margin-left: 40px;">The District has a contract with Wrathell, Hunt and Associates, LLC to prepare the annual assessment roll.</p>	
Trustee fees	8,400
Arbitrage rebate calculation	500
<p style="margin-left: 40px;">To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Postage	200
<p style="margin-left: 40px;">Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Bank fees	550
Printing & binding	500
<p style="margin-left: 40px;">Accounts payable checks, letterhead, envelopes, copies, etc.</p>	
Legal advertising	750
<p style="margin-left: 40px;">The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	

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

**EXPENDITURES (continued)**

Annual district filing fee	175
Annual fees paid to the Department of Community Affairs.	
Insurance	8,900
The District carries Public Officials and General Liability Insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for Public Officials Liability.	
Website	705
Maintenance of the CDD website.	
ADA website maintenance	210
Contingencies	1,000
Bank charges and other miscellaneous expenses incurred during the year.	
<b>Field operations</b>	
Repairs and maintenance	7,500
Intended to cover the cost of maintaining the District stormwater ponds and the shared outfall structure.	
<b>Other fees &amp; charges</b>	
Tax Collector	36
The Tax Collector's fees are \$1.50 per parcel.	
Property appraiser	20
The Property Appraiser's fee are \$1.00 per parcel	
Total expenditures	<u><u>\$ 89,052</u></u>

**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2012  
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	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 604,409				\$ 604,409
Allowable discounts - revenue reserve	(24,176)				(24,176)
Assessment levy: on-roll - net	580,233	\$ 580,222	\$ 11	\$ 580,233	580,233
Special assessment: off-roll	4,013	4,013	-	4,013	4,013
Interest	-	3,800	-	3,800	-
Total revenues	584,246	588,035	11	588,046	584,246
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	460,000	-	460,000	460,000	480,000
Interest	126,750	63,375	63,375	126,750	103,750
Total expenditures	586,750	63,375	523,375	586,750	583,750
Fund balance:					
Net increase/(decrease) in fund balance	(2,504)	524,660	(527,164)	1,296	496
Beginning fund balance (unaudited)	111,648	119,648	644,308	119,648	120,944
Ending fund balance (projected)	\$ 109,144	\$ 644,308	\$ 117,144	\$ 120,944	121,440
Use of fund balance					
Interest expense - November 1, 2026					(39,875)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 81,565

**University Square**  
 Community Development District  
 Series 2012  
 \$6,735,000

**Amortization Schedule**

<b>Date</b>	<b>Principal</b>	<b>Int. Rate</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2025	-		51,875.00	51,875.00
05/01/2026	480,000.00	5.00%	51,875.00	531,875.00
11/01/2026	-		39,875.00	39,875.00
05/01/2027	505,000.00	5.00%	39,875.00	544,875.00
11/01/2027	-		27,250.00	27,250.00
05/01/2028	530,000.00	5.00%	27,250.00	557,250.00
11/01/2028	-		14,000.00	14,000.00
05/01/2029	560,000.00	5.00%	14,000.00	574,000.00
<b>Total</b>	<b>\$2,075,000.00</b>	<b>-</b>	<b>\$266,000.00</b>	<b>\$2,341,000.00</b>

**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET: SERIES 2017 (REFUNDED SERIES 2007A)  
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	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 716,360				\$ 716,360
Allowable discounts - revenue reserve	(28,654)				(28,654)
Assessment levy: on-roll - net	687,706	\$ 687,693	\$ 13	\$ 687,706	687,706
Interest	-	4,820	-	4,820	-
Total revenues	<u>687,706</u>	<u>692,513</u>	<u>13</u>	<u>692,526</u>	<u>687,706</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	405,000	-	405,000	405,000	420,000
Interest	292,839	129,331	163,508	292,839	286,371
Total expenditures	<u>697,839</u>	<u>129,331</u>	<u>568,508</u>	<u>697,839</u>	<u>706,371</u>
Excess/(deficiency) of revenues over/(under) expenditures	(10,133)	563,182	(568,495)	(5,313)	(18,665)
Beginning fund balance (unaudited)	345,397	355,444	918,626	355,444	350,131
Ending fund balance (projected)	<u>\$ 335,264</u>	<u>\$ 918,626</u>	<u>\$ 350,131</u>	<u>\$ 350,131</u>	<u>331,466</u>
Use of fund balance					
Debt service reserve account balance (required)					(100,949)
Interest expense - November 1, 2026					(134,303)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 96,214</u>

**University Square**  
 Community Development District  
 Series 2017  
 \$ 9,595,000

**Amortization Schedule**

<b>Date</b>	<b>Principal</b>	<b>Int. Rate</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2025	-	-	143,185.50	143,185.50
05/01/2026	420,000.00	4.230%	143,185.50	563,185.50
11/01/2026	-	-	134,302.50	134,302.50
05/01/2027	435,000.00	4.230%	134,302.50	569,302.50
11/01/2027	-	-	125,102.25	125,102.25
05/01/2028	450,000.00	4.230%	125,102.25	575,102.25
11/01/2028	-	-	115,584.75	115,584.75
05/01/2029	465,000.00	4.230%	115,584.75	580,584.75
11/01/2029	-	-	105,750.00	105,750.00
05/02/2030	480,000.00	4.230%	105,750.00	585,750.00
11/01/2030	-	-	95,598.00	95,598.00
05/01/2031	500,000.00	4.230%	95,598.00	595,598.00
11/01/2031	-	-	85,023.00	85,023.00
05/01/2032	515,000.00	4.230%	85,023.00	600,023.00
11/01/2032	-	-	74,130.75	74,130.75
05/01/2033	535,000.00	4.230%	74,130.75	609,130.75
11/01/2033	-	-	62,815.50	62,815.50
05/01/2034	555,000.00	4.230%	62,815.50	617,815.50
11/01/2034	-	-	51,077.25	51,077.25
05/01/2035	570,000.00	4.230%	51,077.25	621,077.25
11/01/2035	-	-	39,021.75	39,021.75
05/01/2036	595,000.00	4.230%	39,021.75	634,021.75
11/01/2036	-	-	26,437.50	26,437.50
05/01/2037	615,000.00	4.230%	26,437.50	641,437.50
11/01/2037	-	-	13,430.25	13,430.25
05/01/2038	635,000.00	4.230%	13,430.25	648,430.25
<b>Total</b>	<b>6,770,000.00</b>		<b>2,142,918.00</b>	<b>8,912,918.00</b>



**University Square  
Community Development District  
2025 - 2026 Final Assessments**

**2012 Series Bond Issue**

**Lee County  
3 years remaining**

<b>Bond Designation</b>	<b>Acres</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2025-2026 tax payment</b>
Miromar Factory Outlet Phase 1-2	34.38	\$ 438,101.05	\$ 32,896.16	\$ 470,997.21	\$ 1,149,246.95
Outpares					
Bank of America	1.39	\$ 17,712.03	\$ 1,330.01	\$ 19,042.04	\$ 46,463.95
Corkscrew Property LLC	1.67	\$ 20,588.07	\$ 1,597.92	\$ 22,185.99	\$ 53,989.16
Urika II Inc	1.03	\$ 6,240.18	\$ 985.55	\$ 7,225.73	\$ 16,262.62
Urika net (paid by developer)		\$ 4,013.37		\$ 4,013.37	\$ 10,520.62
IDC	14.187	\$ 121,767.67	\$ 13,574.69	\$ 135,342.36	\$ 318,516.72
rounding					\$ (0.02)
<b>Total</b>	<b>52.657</b>	<b>\$ 608,422.37</b>	<b>\$ 50,384.33</b>	<b>\$ 658,806.70</b>	<b>\$ 1,595,000.00</b>

O&M current year per acre	\$ 956.84
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**University Square  
Community Development District  
2025 - 2026 Final Assessments**

**2017 Series Bond Issue**

**Lee County  
12 years remaining**

<b>Bond Designation</b>	<b>Acres</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2025-2026 tax payment</b>
Miromar Factory Outlet					
East M-2	15.47	\$ 237,068.29	\$ 14,802.31	\$ 251,870.60	\$ 2,101,434.56
Parking East M-6	2.332	\$ 35,646.57	\$ 2,231.35	\$ 37,877.92	\$ 315,980.38
Parking East M-5	1.86	\$ 28,403.02	\$ 1,779.72	\$ 30,182.74	\$ 251,771.69
Parking East M-4	0.857	\$ 13,094.68	\$ 820.01	\$ 13,914.69	\$ 116,074.61
Parking West M-9	3.446	\$ 52,663.23	\$ 3,297.27	\$ 55,960.50	\$ 466,820.46
Parking West M-7	2.35	\$ 35,980.59	\$ 2,248.57	\$ 38,229.16	\$ 318,941.25
Miromar Square					
Section 35	2.86	\$ 43,038.26	\$ 2,736.56	\$ 45,774.82	\$ 381,502.27
Section 36	10.248	\$ 154,788.41	\$ 9,805.70	\$ 164,594.11	\$ 1,372,084.44
IDC		\$ 115,676.95		\$ 115,676.95	\$ 1,025,390.35
rounding					\$ (0.01)
<b>Total</b>	<b>39.423</b>	<b>\$ 716,360.00</b>	<b>\$ 37,721.49</b>	<b>\$ 754,081.49</b>	<b>\$ 6,350,000.00</b>

O&M current year per acre	\$ 956.84
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**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE UNIVERSITY SQUARE 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 Square 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 SQUARE 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 SQUARE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Exhibit A

<b>UNIVERSITY SQUARE COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>May 14, 2026</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>August 13, 2026</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>12:00 PM</b>

**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY SQUARE 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 Square 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 SQUARE 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 SQUARE 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](#)<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 [Division approved documents SharePoint site](#).

<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%2DC8009D7D0686%7D](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*

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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.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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

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

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

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



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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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





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

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

## ARTICLE IX: INSURANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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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 \_\_\_\_\_  
UNIVERISTY,  
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 SQUARE 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: \_\_\_\_\_



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

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

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

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

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

_____	_____
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**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

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

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

	Major Funds				Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2017	Capital Project Series 2017	
<b>ASSETS</b>					
Suntrust - operating	\$ 88,217	\$ -	\$ -	\$ -	\$ 88,217
Investments					
Sinking	-	-	151	-	151
Revenue	-	644,308	815,659	-	1,459,967
Reserve	-	-	102,816	-	102,816
Construction	-	-	-	104,709	104,709
Total assets	<u>\$ 88,217</u>	<u>\$ 644,308</u>	<u>\$ 918,626</u>	<u>\$ 104,709</u>	<u>\$ 1,755,860</u>
<b>Fund balances:</b>					
Restricted for:					
Debt service	-	644,308	918,626	-	1,562,934
Capital projects	-	-	-	104,709	104,709
Assigned					
Working capital	40,000	-	-	-	40,000
Disaster recovery	52,260	-	-	-	52,260
Unassigned	(4,043)	-	-	-	(4,043)
Total fund balances	<u>88,217</u>	<u>644,308</u>	<u>918,626</u>	<u>104,709</u>	<u>1,755,860</u>
Total liabilities and fund balances	<u>\$ 88,217</u>	<u>\$ 644,308</u>	<u>\$ 918,626</u>	<u>\$ 104,709</u>	<u>\$ 1,755,860</u>

**UNIVERSITY SQUARE  
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
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 83,107	\$ 79,582	104%
Interest and miscellaneous income	-	19	150	13%
Total revenues	<u>-</u>	<u>83,126</u>	<u>79,732</u>	104%
<b>EXPENDITURES</b>				
<b>Professional &amp; administration</b>				
Supervisors	-	800	2,000	40%
Payroll liabilities	-	4	-	N/A
FICA	-	61	306	20%
Management/recording	2,793	16,750	33,500	50%
Legal	-	1,802	5,000	36%
Engineering	-	-	1,500	0%
Audit	-	-	5,800	0%
Assessment roll preparation	958	5,750	11,500	50%
Arbitrage rebate calculation	-	-	500	0%
Trustee	-	4,080	4,080	100%
Bank	-	-	550	0%
Postage	-	64	300	21%
Printing & binding	42	250	500	50%
Legal advertising	-	615	750	82%
Contingencies	-	694	1,000	69%
Annual district filing fee	-	175	175	100%
Insurance	-	7,483	7,300	103%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Total professional & administration	<u>3,793</u>	<u>38,528</u>	<u>75,676</u>	51%
<b>Field operations</b>				
Repairs and maintenance	132	8,259	4,000	206%
Total field operations	<u>132</u>	<u>8,259</u>	<u>4,000</u>	206%
<b>Other fees and charges</b>				
Property appraiser	-	-	20	0%
Tax collector	-	40	36	111%
Total other fees and charges	<u>-</u>	<u>40</u>	<u>56</u>	71%
Total expenditures	<u>3,925</u>	<u>46,827</u>	<u>79,732</u>	59%
Net change in fund balances	(3,925)	36,299	-	
Fund balance - beginning	<u>92,142</u>	<u>51,918</u>	<u>92,260</u>	
Assigned				
Working capital	40,000	40,000	40,000	
Disaster recovery	52,260	52,260	52,260	
Unassigned	(4,043)	(4,043)	-	
Fund balance - ending	<u>\$ 88,217</u>	<u>\$ 88,217</u>	<u>\$ 92,260</u>	

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

<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
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**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND - SERIES 2012  
FOR THE PERIOD ENDED MARCH 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessments - on roll	\$ -	\$ 580,222	\$ 580,233	100%
Special assessments - off roll	-	4,013	4,017	100%
Interest	1,964	3,800	-	N/A
Total revenues	<u>1,964</u>	<u>588,035</u>	<u>584,250</u>	101%
<b>EXPENDITURES</b>				
Principal	-	-	435,000	0%
Interest	-	63,375	148,500	43%
Total expenditures	<u>-</u>	<u>63,375</u>	<u>583,500</u>	11%
Net change in fund balances	1,964	524,660	750	
Fund balance - beginning	642,344	119,648	94,841	
Fund balance - ending	<u>\$ 644,308</u>	<u>\$ 644,308</u>	<u>\$ 95,591</u>	

**UNIVERSITY SQUARE  
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>
<b>REVENUES</b>				
Special assessments - on roll	\$ -	\$ 687,693	\$ 656,486	105%
Interest	2,306	4,820	-	N/A
Total revenues	<u>2,306</u>	<u>692,513</u>	<u>656,486</u>	105%
<b>EXPENDITURES</b>				
Principal	-	-	390,000	0%
Interest	-	129,331	263,262	49%
Total expenditures	<u>-</u>	<u>129,331</u>	<u>653,262</u>	20%
Net change in fund balances	2,306	563,182	3,224	
Fund balance - beginning	<u>916,320</u>	<u>355,444</u>	<u>325,005</u>	
Fund balance - ending	<u><u>\$ 918,626</u></u>	<u><u>\$ 918,626</u></u>	<u><u>\$ 328,229</u></u>	

**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECT FUND - SERIES 2017  
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest	\$ 319	\$ 2,198
Total revenues	319	2,198
<b>EXPENDITURES</b>		
Total expenditures	-	-
Net change in fund balances	319	2,198
Fund balance - beginning	104,390	102,511
Fund balance - ending	\$ 104,709	\$ 104,709



**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

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

A Landowners' Meeting of the University Square Community Development District was held on November 14, 2024, at 11:30 a.m. [delayed start time of 2:30 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 2:37 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 91 voting units were represented.

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

44 All 91 voting units were assigned by proxy to Mr. Geschwendt, as follows:

45	Miromar Outlet East LLC	16 voting units
46	Miromar Square LLC	14 voting units
47	International Design Center	15 voting units
48	Miromar Outlet Parking East LC	6 voting units
49	Miromar Outlet Parking West LC	3 voting units
50	Miromar Outlet West LLC	37 voting units

51 Mr. Geschwendt may cast up to 91 votes per seat.

52 Mr. Geschwendt cast the following votes:

53	Seat 1	Jeff Staner	91 votes
54	Seat 4	No nomination	0 votes
55	Seat 5	Rich Pomeroy	91 votes

56 **C. Ballot Tabulation and Results**

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

58	Seat 1	Jeff Staner	91 votes	4-year Term
59	Seat 4	No nomination	0 votes	N/A
60	Seat 5	Rich Pomeroy	91 votes	4-year Term

61

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

63

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

65

66 **SIXTH ORDER OF BUSINESS** **Adjournment**

67

68 There being nothing further to discuss, the meeting adjourned at 2:42 p.m.

69  
70  
71

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

72  
73  
74  
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76  
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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**UNIVERSITY SQUARE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**

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

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The Board of Supervisors of the University Square 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 2:30 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 2:44 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	91 votes	4-year Term
56	Seat 4	No nomination	0 votes	N/A
57	Seat 5	Rich Pomeroy	91 votes	4-year Term

58

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

85

86

87 SIXTH ORDER OF BUSINESS

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

88

89

90

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

100

101

102

103

104

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

119

120

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 Mr. Geschwendt stated that the CDD provides cooperation with platting and/or  
127 replatting of some property. Mr. Urbancic stated that he has the information. He will provide  
128 markups and suggestions. He asked what is being done with any facilities/improvements that  
129 the CDD might own in those areas, such as whether they will be relocated or left in place. Mr.  
130 Geschwendt stated that the road is changing so some facilities will probably be moved. It was  
131 noted that the main road does not have any infrastructure associated with it. It was noted that  
132 there might be some stormwater drainage and a few streetlights. Mr. Geschwendt stated those  
133 items would be replaced or moved, as necessary.

134 Mr. Urbancic stated that the Termination of Easements can be finalized and asked if  
135 there will be documentation that the Developer will relocate the infrastructure. Mr.  
136 Geschwendt suggested looking at the plan first.

137 B. District Engineer: Hole Montes, Inc.

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

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

141 • NEXT MEETING DATE: May 8, 2025 at 12:00 PM

142 ○ QUORUM CHECK

143 Mr. Adams discussed a storm drain box that was drilled through by a communications  
144 provider and needs to be repaired. The CDD contractor suggested cleaning it out and hydro  
145 cementing around the pipe, where necessary.

146 Discussion ensued regarding seeking reimbursement for the repairs.

147

148 TENTH ORDER OF BUSINESS

Supervisors' Requests

149

150 There were no Supervisors' requests.

151

152 ELEVENTH ORDER OF BUSINESS

Public Comments

153

154 No members of the public spoke.

155

156 TWELFTH ORDER OF BUSINESS

Adjournment

157

158 On MOTION by Mr. Battaglia and seconded by Mr. Geschwendt, with all in  
159 favor, the meeting adjourned at 2:57 p.m.

160

161

162

163

164

165

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

166  
167  
168  
169  
170

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Secretary/Assistant Secretary

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Chair/Vice Chair

**UNIVERSITY SQUARE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**UNIVERSITY SQUARE COMMUNITY DEVELOPMENT DISTRICT**

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

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>November 14, 2024</b>	<b>Landowners' Meeting &amp; Regular Meeting</b>	<b>11:30 AM*</b>
<b>May 8, 2025</b>	<b>Regular Meeting</b> <i>Presentation of FY26 Proposed Budget</i>	<b>12:00 PM</b>
<b>August 14, 2025</b>	<b>Public Hearing &amp; Regular Meeting</b> <i>Adoption of FY26 Proposed Budget</i>	<b>12:00 PM</b>

**Exception**

*\*November 14, 2024 Meetings Delayed Start Time of 2:30 PM*