

PALM BAY

COMMUNITY DEVELOPMENT DISTRICT

April 10, 2025

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Palm Bay 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

April 3, 2025

Board of Supervisors
Palm Bay 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 Palm Bay Community Development District will hold a Regular Meeting on April 10, 2025 at 9:00 a.m., at the Courtyard by Marriott Tampa/Oldsmar, 4014 Tampa Road, Oldsmar, Florida 34677. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items
3. Administration of Oath of Office to Newly Elected Supervisor, Joseph Timberlake [SEAT 4] *(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
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-03, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date
6. Consideration of Resolution 2025-04, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2025/2026; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date

7. Consideration of Resolution 2025-05, 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 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
9. Acceptance of Unaudited Financial Statements as of February 28, 2025
10. Approval of Meeting Minutes
 - A. November 14, 2024 Landowners' Meeting
 - B. November 14, 2024 Regular Meeting
11. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Landmark Engineering & Surveying Corp.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: July 10, 2025 at 9:00 AM [Adoption of FY2026 Budget Hearing]
 - QUORUM CHECK
12. Public Comments: Non-Agenda Items
13. Supervisors' Requests
14. Adjournment

SEAT 1	ROB BERGMAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	SPEROS MARGETIS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JOE ASCHENBRENNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOSEPH TIMBERLAKE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	WIN WILLIAMSON	☐ IN PERSON	☐ PHONE	☐ NO

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

Sincerely,



Chesley 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**

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

RESOLUTION 2025-02

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

WHEREAS, the Palm Bay 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 PALM BAY COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective November 14, 2024:

Robert Bergman is elected Chair

Joseph Aschenbrenner is elected Vice Chair

Speros Margetis is elected Assistant Secretary

Win Williamson is elected Assistant Secretary

Joseph Timberlake is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of November 14, 2024:

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

Chesley (Chuck) E. Adams, Jr. is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

ATTEST:

**PALM BAY COMMUNITY DEVELOPMENT
DISTRICT**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors



PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM BAY COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 28, 2023, the Board of Supervisors (“Board”) of the Palm Bay Community Development District (“District”), adopted a Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2023/2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM BAY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Fiscal Year 2023/2024 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 10th day of April, 2025.

ATTEST:

**PALM BAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024**

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2024**

	Actual Through 9/30/2024	Adopted Budget FY 2024	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUES					
Assessment	\$ 185,958	\$ 184,556	\$ (1,402)	\$ 1,402	\$ 185,958
Interest & miscellaneous	40	250	210	(210)	40
Total revenues	185,998	184,806	(1,192)	1,192	185,998
EXPENDITURES					
Professional & administrative fees					
Supervisors	2,584	5,383	2,799	(2,799)	2,584
Management	18,536	18,536	-	-	18,536
Audit	7,200	7,200	-	-	7,200
Legal	1,711	2,000	289	(289)	1,711
Postage	567	425	(142)	142	567
Meeting room	942	1,000	58	(58)	942
Insurance	7,938	8,000	62	(62)	7,938
Printing and binding	548	548	-	-	548
Legal advertising	1,970	2,000	30	(30)	1,970
Other current charges	1,011	800	(211)	25,211	26,011
Annual district filing fee	175	175	-	-	175
Website	705	705	-	-	705
ADA website compliance	-	205	205	(205)	-
Tax bills	-	675	675	(675)	-
Total professional & administrative fees	43,887	47,652	3,765	21,235	68,887
Parks and recreation services					
Boat lift repair and maintenance	15,844	6,000	(9,844)	9,844	15,844
Lake maintenance	3,427	2,500	(927)	927	3,427
2022 Note repayment	44,483	44,575	92	(92)	44,483
Total parks and recreation	63,754	53,075	(10,679)	10,679	63,754
Access Control/Entry					
Telephone - gate	3,601	3,000	(601)	601	3,601
Insurance - property and casualty	4,406	3,600	(806)	806	4,406
Repair and maintenance - gate	39,904	28,000	(11,904)	11,904	39,904
Landscape maintenance	17,267	16,000	(1,267)	1,267	17,267
Capital outlay	-	3,000	3,000	(3,000)	-
Contingency	138	750	612	(612)	138
Total access control	65,316	54,350	(10,966)	10,966	65,316

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2024**

	Actual Through 9/30/2024	Adopted Budget FY 2024	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
Roadway/signage/street lighting					
Electric utility service	22,881	14,000	(8,881)	8,881	22,881
Repairs and maintenance	2,205	3,000	795	(795)	2,205
Total roadway/signage/street lighting	<u>25,086</u>	<u>17,000</u>	<u>(8,086)</u>	<u>8,086</u>	<u>25,086</u>
Other fees & charges					
Property appraiser & tax collector	2,223	6,729	4,506	(4,506)	2,223
Total other fees & charges	<u>2,223</u>	<u>6,729</u>	<u>4,506</u>	<u>(4,506)</u>	<u>2,223</u>
Total expenditures and other charges	<u>200,266</u>	<u>178,806</u>	<u>(21,460)</u>	<u>46,460</u>	<u>225,266</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (14,268)	 6,000	 20,268	 (45,268)	 (39,268)
 Fund balance - beginning	 83,874	 102,954	 19,080	 (19,080)	 83,874
Fund balance - ending	<u>\$ 69,606</u>	<u>\$ 108,954</u>	<u>\$ 39,348</u>	<u>\$ (64,348)</u>	<u>\$ 44,606</u>

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

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

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Palm Bay Community Development District ("**District**") prior to June 15, 2025 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Proposed Budget**"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM BAY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, 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.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: July 10, 2025

HOUR: 9:00 a.m.

LOCATION: Courtyard by Marriott Tampa/Oldsmar
4014 Tampa Road
Oldsmar, Florida 34677

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 Hillsborough 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 Proposed Budget on the District's website at least 2 days before the budget hearing date 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 by Florida law.

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

PASSED AND ADOPTED ON APRIL 10, 2025.

Attest:

**Palm Bay Community
Development District**

Print Name: _____
☐ Secretary/☐ Assistant Secretary

Print Name: _____
☐ Chair/☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2025/2026

Exhibit A

Proposed Budget for Fiscal Year 2025/2026

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**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
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**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual Through 2/28/2025	Projected Through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Assessment levy - gross	\$ 192,209				\$ 205,539
Allowable discounts (4%)	(7,688)				(8,222)
Assessment levy - net	184,521	\$ 160,871	\$ 25,000	\$ 185,871	197,317
Interest & miscellaneous	250	15	235	250	250
Total revenues	184,771	160,886	25,235	186,121	197,567
EXPENDITURES					
Professional & administrative fees					
Supervisors	5,383	1,076	3,200	4,276	5,383
Management	18,536	7,723	10,813	18,536	18,536
Audit	7,200	2,000	5,200	7,200	7,200
Legal	2,000	-	1,000	1,000	2,000
Postage	425	241	184	425	425
Meeting room	1,000	732	268	1,000	1,000
Insurance	8,400	8,494	(94)	8,400	8,400
Printing and binding	548	228	320	548	548
Legal advertising	2,000	1,256	744	2,000	2,000
Other current charges	800	475	325	800	800
Annual district filing fee	175	175	-	175	175
Website	705	705	-	705	705
ADA website compliance	205	-	205	205	205
Tax bills	675	-	675	675	675
Total professional & administrative fees	48,052	23,105	22,840	45,945	48,052
Parks and recreation services					
Boat lift repair and maintenance	6,000	3,833	2,167	6,000	8,000
Lake maintenance	2,500	3,472	(972)	2,500	3,500
2022 Note repayment	43,042	1,492	41,550	43,042	41,521
Total parks and recreation	51,542	8,797	42,745	51,542	53,021
Access Control/Entry					
Telephone - gate	3,000	1,491	1,509	3,000	3,000
Insurance - property and casualty	5,000	7,388	-	7,388	7,600
Repair and maintenance - gate	28,000	21,414	10,000	31,414	30,000
Landscape maintenance	16,000	6,230	8,500	14,730	16,000
Contingency	750	312	438	750	5,000
Total access control	55,750	36,835	23,447	60,282	64,600

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual Through 2/28/2025	Projected Through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Roadway/signage/street lighting					
Electric utility service	16,000	7,095	7,500	14,595	16,000
Repairs and maintenance	3,000	735	1,000	1,735	5,000
Total roadway/signage/street lighting	<u>19,000</u>	<u>7,830</u>	<u>8,500</u>	<u>16,330</u>	<u>21,000</u>
Other fees & charges					
Property appraiser & tax collector	6,727	3,214	3,513	6,727	7,194
Total other fees & charges	<u>6,727</u>	<u>3,214</u>	<u>3,513</u>	<u>6,727</u>	<u>7,194</u>
 Total expenditures and other charges	<u>181,071</u>	<u>79,781</u>	<u>101,045</u>	<u>180,826</u>	<u>193,867</u>
 Excess/(deficiency) of revenues over/(under) expenditures	3,700	81,105	(75,810)	5,295	3,700
 Fund balance - beginning (unaudited)	90,474	70,950	152,055	70,950	76,245
Fund balance - ending (projected)	<u>\$ 94,174</u>	<u>\$ 152,055</u>	<u>\$ 76,245</u>	<u>\$ 76,245</u>	<u>\$ 79,945</u>

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Supervisors	\$ 5,383
Statutory 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 meeting five times.	
Management	18,536
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences 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 financing's and finally operate and maintain the assets of the community.	
Audit	7,200
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Florida Auditor General.	
Legal	2,000
Straley, Robin, Vericker provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Postage	425
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Meeting room	1,000
The use of the room for board meetings.	
Insurance	8,400
The District carries public officials liability and general liability insurance. The limit of liability for this coverage is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability.	
Printing and binding	548
Letterhead, envelopes, copies, etc.	
Legal advertising	2,000
The District advertises in the Tampa Tribune for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.	
Other current charges	800
Bank charges and other miscellaneous expenses incurred during the year.	
Annual district filing fee	175
Annual fee paid to the Department of Economic Opportunity.	
Website	705
ADA website compliance	205
Tax bills	675

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (Continued)

Parks and recreation services

The following categories are considered to be incidental to the daily operations.	
Boat lift repair and maintenance	8,000
The District is responsible for the repair and maintenance of the boat lift.	
Lake maintenance	3,500
The District is responsible for the repair and maintenance of its water management facilities.	
2022 Note repayment	41,521
The District anticipates miscellaneous capital repairs and annual repayment of 2021 note beginning in fiscal year 2022 and ending in 2026.	

Access Control/Entry

Telephone - gate	3,000
For communication purposes at the gate, which includes monthly services with Spectrum and Frontier.	
Insurance - property and casualty	7,600
This item covers the property and casualty of the District's facilities, which is the catwalk at the marina (\$25,000), lift station (\$50,000), security gate (\$50,000), fountain (\$5,000), boat lift (\$125,000), entrance sign (\$4,000) for a total of \$259,000.	
Repair and maintenance - gate	30,000
The District is responsible for the repair and maintenance of the facilities. For fiscal year 2025 this also includes recurring monthly costs for Envera gate monitoring.	
Landscape maintenance	16,000
This District contracts with an outside company to maintain the landscaping of District land. The contract provides for equipment, labor and materials. Costs also include mulching, tree trimming, on-call services and blowing off streets (twice monthly).	
Capital outlay	3,000
For fiscal year 2026, this continues to include capital reinvestment costs for updating the main entry landscaping etc.	
Contingency	5,000
The purpose of this account is to provide for unexpected expenditures that may be incurred during the upcoming fiscal year.	

Roadway/signage/street lighting

The following categories are considered to be incidental to the daily operations.	
Electric utility service	16,000
Repairs and maintenance	5,000
Other Fees & Charges	
Property appraiser & tax collector	7,194
The tax collector's fee is 2% of the assessments.	
Total expenditures	<u><u>\$193,867</u></u>

Palm Bay

Community Development District

2022 Note

\$200,000

Amortization Schedule

Payment	Payment	Interest	Principal	Remaining
11/01/2025	766.67	766.67	-	40,000.00
05/01/2026	40,754.17	754.17	40,000.00	-
Total	<u>\$41,520.84</u>	<u>\$1,520.84</u>	<u>\$40,000.00</u>	

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual Through 2/28/2025	Projected Through 9/30/2025	Total Actual & Projected	Budget FY 2026
OPERATING REVENUES					
Assessment levy - gross	\$ 24,167				\$ 28,333
Allowable discounts (4%)	(967)				(1,133)
Assessment levy - net*	23,200	\$ 20,086	\$ 3,114	\$ 23,200	27,200
Water and sewer	110,000	58,945	75,000	133,945	110,000
Interest	10	-	10	10	10
Total revenues	133,210	79,031	78,124	157,155	137,210
OPERATING EXPENDITURES					
Water and sewer - county	95,767	43,998	51,769	95,767	95,767
Maintenance costs*	21,000	14,857	15,000	29,857	25,000
Other current charges*	2,200	628	1,572	2,200	2,200
Total operating expenditures	118,967	59,483	68,341	127,824	122,967
Operating income	14,243	19,548	9,783	29,331	14,243
NONOPERATING REVENUES/(EXPENSES)					
Property appraiser	(348)	-	(348)	(348)	(408)
Tax collector	(464)	(401)	(63)	(464)	(544)
Total nonoperating revenues/(expenses)	(812)	(401)	(411)	(812)	(952)
Change in net assets	13,431	19,147	9,372	28,519	13,291
Total net assets - beginning (unaudited)	13,431	(20,675)	(1,528)	(20,675)	7,844
Total net assets - ending (projected)	\$ 26,862	\$ (1,528)	\$ 7,844	\$ 7,844	\$ 21,135

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Assessment Summary					
Description	General Fund	Debt Service Fund	Enterprise Fund	Total assessment	Percent change over prior year
Fiscal year 2026	\$ 2,055.39	\$ -	\$ 283.33	\$ 2,338.72	8.09%
Fiscal year 2025	\$ 1,922.09	\$ -	\$ 241.67	\$ 2,163.76	

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-05

A RESOLUTION OF THE PALM BAY 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 Palm Bay Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Hillsborough 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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM BAY 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 Hillsborough County and the Florida Department of Economic Opportunity.

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

PASSED AND ADOPTED this 10th day of April, 2025.

ATTEST:

PALM BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit “A”

PALM BAY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Tampa/Oldsmar, 4014 Tampa Road, Oldsmar, Florida 34677</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2025	Regular Meeting	9:00 AM
January 8, 2026	Regular Meeting	9:00 AM
April 9, 2026	Regular Meeting	9:00 AM
July 9, 2026	Regular Meeting	9:00 AM

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM BAY 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 Palm Bay 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 PALM BAY 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 10th day of April, 2025.

ATTEST:

**PALM BAY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE VI: RENDITION OF ASSISTANCE

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE VII: REIMBURSEMENT

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

ARTICLE IX: INSURANCE

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

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

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

ARTICLE XI: EFFECTS OF AGREEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

PALM BAY

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/10/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

_____	_____
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PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	<u>Major Funds</u> General	<u>Total Governmental Funds</u>
ASSETS		
Cash	\$ 126,815	\$ 126,815
Investments	566	566
Accounts receivable	250	250
Due from enterprise fund	26,694	26,694
Teco deposit	430	430
Total assets	<u>\$ 154,755</u>	<u>\$ 154,755</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Lease deposit refundable	\$ 2,700	\$ 2,700
Total liabilities	<u>2,700</u>	<u>2,700</u>
Fund Balances:		
Unassigned	<u>152,055</u>	<u>152,055</u>
Total fund balances	<u>152,055</u>	<u>152,055</u>
Total liabilities and fund balance	<u>\$ 154,755</u>	<u>\$ 154,755</u>

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessments	\$ 3,754	\$ 160,871	\$ 185,767	87%
Interest & miscellaneous	3	15	250	6%
Total revenues	<u>3,757</u>	<u>160,886</u>	<u>186,017</u>	86%
EXPENDITURES				
Professional				
Supervisors	-	1,076	5,383	20%
Management	1,544	7,723	18,536	42%
Audit	1,500	2,000	7,200	28%
Legal	-	-	2,000	0%
Postage	108	241	425	57%
Meeting room	-	732	1,000	73%
Insurance	-	8,494	8,400	101%
Printing and binding	45	228	548	42%
Legal advertising	-	1,256	2,000	63%
Other current charges	171	475	800	59%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	-	205	0%
Tax bills	-	-	675	0%
Total professional	<u>3,368</u>	<u>23,105</u>	<u>48,052</u>	48%
Parks & recreation				
Boat lift repair and maintenance	-	3,833	6,000	64%
Lake maintenance	1,794	3,472	2,500	139%
2022 Note repayment	-	1,492	43,042	3%
Total parks & recreation	<u>1,794</u>	<u>8,797</u>	<u>51,542</u>	17%
Access control				
Telephone - gate	325	1,491	3,000	50%
Insurance - property & causality	-	7,388	5,000	148%
Repairs & maintenance - gate	9,538	21,414	28,000	76%
Landscape maintenance	1,402	6,230	16,000	39%
Contingency	-	312	750	42%
Capital outlay	-	-	3,000	0%
Total access control	<u>11,265</u>	<u>36,835</u>	<u>55,750</u>	66%
Roadway/signage/street lighting				
Electric utility service	1,798	7,095	16,000	44%
Repairs and maintenance	184	735	3,000	25%
Total roadway/signage/street lighting	<u>1,982</u>	<u>7,830</u>	<u>19,000</u>	41%

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property appraiser & tax collector	75	3,214	6,773	47%
Total other fees & charges	<u>75</u>	<u>3,214</u>	<u>6,773</u>	47%
Total expenditures	<u>18,484</u>	<u>79,781</u>	<u>181,117</u>	44%
 Excess/(deficiency) of revenues over/(under) expenditures	 (14,727)	 81,105	 4,900	
 Fund balances - beginning	 <u>166,782</u>	 <u>70,950</u>	 <u>102,954</u>	
Fund balances - ending	<u><u>\$ 152,055</u></u>	<u><u>\$ 152,055</u></u>	<u><u>\$ 107,854</u></u>	

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
PROPRIETARY FUND
STATEMENT OF NET POSITION
FEBRUARY 28, 2025**

ASSETS	<u>Balance</u>
Current assets:	
Cash - SunTrust	\$ 26,586
Accounts receivable - (net of allowances for uncollectible)	<u>16,926</u>
Total current assets	<u>43,512</u>
Noncurrent assets:	
Utility plant and improvements	171,770
Less accumulated depreciation	<u>(171,770)</u>
Total capital assets, net of accumulated depreciation	<u>-</u>
Total noncurrent assets	<u>-</u>
Total assets	<u>43,512</u>
LIABILITIES	
Current liabilities:	
Accounts payable	10,968
Due to governmental funds	26,692
Customer deposits payable	<u>7,380</u>
Total liabilities	<u>45,040</u>
NET POSITION	
Unrestricted	<u>(1,528)</u>
Total net position	<u>\$ (1,528)</u>

**PALM BAY
COMMUNITY DEVELOPMENT DISTRICT
PROPRIETARY FUND
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
OPERATING REVENUES				
Assessment levy	\$ 469	\$ 20,086	\$ 23,200	87%
Charges for sales and services:				
Water & sewer	11,365	58,945	110,000	54%
Interest	-	-	10	0%
Total operating revenues	<u>11,834</u>	<u>79,031</u>	<u>133,210</u>	59%
OPERATING EXPENSES				
Water & sewer - county	\$ 12,047	\$ 43,998	95,767	46%
Contractual maintenance costs	4,160	14,857	21,000	71%
Other current charges	179	628	2,200	29%
Total operating expenses	<u>16,386</u>	<u>59,483</u>	<u>118,967</u>	50%
Operating income	<u>(4,552)</u>	<u>19,548</u>	<u>14,243</u>	137%
NONOPERATING REVENUES/(EXPENSES)				
Property appraiser	-	-	(348)	0%
Tax collector	(9)	(401)	(464)	86%
Total nonoperating revenues/(expenses)	<u>(9)</u>	<u>(401)</u>	<u>(812)</u>	49%
Change in net position	(4,561)	19,147	13,431	
Total net position - beginning	3,033	(20,675)	10,430	
Total net position - ending	<u>\$ (1,528)</u>	<u>\$ (1,528)</u>	<u>\$ 23,861</u>	

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
PALM BAY
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Palm Bay Community Development District was held on November 14, 2024 at 9:00 a.m., at the Courtyard by Marriott Tampa/Oldsmar, 4014 Tampa Road, Oldsmar, Florida 34677.

Present at the meeting were:

Chuck Adams	District Manager
Joe Aschenbrenner	CDD Board Member & Landowner
Rob Bergman	CDD Board Member & Landowner
Win Williamson	CDD Board Member & Landowner
Speros Margetis	CDD Board Member & Landowner
Other Landowners and/or Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:02 a.m. He noted that Supervisors Aschenbrenner, Bergman, Williamson and Margetis were present at roll call, along with a few residents.

SECOND ORDER OF BUSINESS

Proof of Publication

The proof of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Those in attendance agreed to Mr. Adams serving as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 1, 3 & 4]

Mr. Adams stated that Seats 1, 3 and 4, currently held by Supervisors Bergman, Aschenbrenner and Timberlake, respectively, are up for election.

A. Nominations

40 As a Landowner, Mr. Margetis nominated the following:

41 Seat 1 Robert Bergman

42 Seat 3 Joe Aschenbrenner

43 Seat 4 Joseph Timberlake

44 No other nominations were made.

45 **B. Casting of Ballots**

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

47 A total of 12 voting units were represented; six in person.

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

49 Of the 12 voting units represented, six were assigned by proxy. As a Landowner and
50 Proxy Holder of two voting units, Mr. Bergman may cast up to three votes per seat. As a
51 Landowner and Proxy Holder of four voting units, Mr. Williamson may cast up to five votes per
52 seat. All other Landowners may may cast up to one vote for per seat.

53 Mr. John Welch cast the following votes:

54 Seat 1 Robert Bergman 1 vote

55 Seat 3 Joe Aschenbrenner 1 vote

56 Seat 4 Joseph Timberlake 1 vote

57 Mr. Kevin Woodley cast the following votes:

58 Seat 1 Robert Bergman 1 vote

59 Seat 3 Joe Aschenbrenner 1 vote

60 Seat 4 Joseph Timberlake 1 vote

61 Mr. Margetis cast the following votes:

62 Seat 1 Robert Bergman 1 vote

63 Seat 3 Joe Aschenbrenner 1 vote

64 Seat 4 Joseph Timberlake 1 vote

65 Mr. Bergman cast the following votes, by proxy:

66 Seat 1 Robert Bergman 3 votes

67 Seat 3 Joe Aschenbrenner 3 votes

68 Seat 4 Joseph Timberlake 3 votes

69 Mr. Aschenbrenner cast the following votes:

70 Seat 1 Robert Bergman 1 vote

71 Seat 3 Joe Aschenbrenner 1 vote

72 Seat 4 Joseph Timberlake 1 vote

73 Mr. Williamson cast the following votes, by proxy:

74 Seat 1 Robert Bergman 5 votes

75 Seat 3 Joe Aschenbrenner 5 votes

76 Seat 4 Joseph Timberlake 3 votes

77 **C. Ballot Tabulation and Results**

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

79 Seat 1 Robert Bergman 12 votes Four-year Term

80 Seat 3 Joe Aschenbrenner 12 votes Four-year Term

81 Seat 4 Joseph Timberlake 10 votes Two-year Term

82

83 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

84

85 There were no Landowners' questions or comments.

86

87 **SIXTH ORDER OF BUSINESS**

Adjournment

88

89 There being no further business to discuss, the meeting adjourned at 9:15 a.m.

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93 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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100 _____
101 Secretary/Assistant Secretary

Chair/Vice Chair

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
PALM BAY
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Palm Bay Community Development District held a Regular Meeting on November 14, 2024, immediately following with Landowners' Meeting, scheduled to commence at 9:00 a.m., at the Courtyard by Marriott Tampa/Oldsmar, 4014 Tampa Road, Oldsmar, Florida 34677.

Present were:

Rob Bergman	Chair
Joe Aschenbrenner	Vice Chair
Joseph (Jay) Timberlake (via telephone)	Assistant Secretary
Win Williamson	Assistant Secretary
Speros Margetis	Assistant Secretary

Also present:

Chuck Adams	District Manager
Kevin Woodley	HOA
Jared Welch	POA
Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:15 a.m.

Supervisors Bergman, Aschenbrenner, Margetis and Williamson were present. Supervisor Timberlake attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items

Mr. Woodley stated he represents the Palm Bay HOA and he would like to foster a working relationship between the HOA and the CDD, to facilitate improvements that would be beneficial to the entire community.

Mr. Adams stated CDDs are cumbersome when it comes to coordinating with HOAs; however, some of his other clients hold joint workshop meetings once or twice per year between

the two Boards, with no public comments, which works fairly well. Other than that, Board Members could create a liaison relationship wherein HOA representatives attend regular CDD meetings and CDD Supervisors attend HOA meetings. As a CDD liaison in an HOA setting, Board Members must be careful to not violate the Sunshine Law.

Discussion ensued regarding scheduling workshop meetings, HOA engagement and enthusiasm, low CDD/HOA meeting attendance since the pandemic, recent improvements to the CDD's infrastructure, the welcome packet, information on the CDD website, HOA fees, Staff creating a punch list of necessary storm damage repair items, issues with the front gate, TECO, obtaining proposals and repair costs.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisor [SEAT 1, 3 & 4] (the following to be provided in a separate package)

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Bergman and Mr. Aschenbrenner. Mr. Adams stated Supervisor-Elect Timberlake will be sworn in at or before the next meeting. Mr. Bergman and Mr. Aschenbrenner are familiar with the following:

- 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**

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Mr. Adams presented Resolution 2025-01 and recapped the results of the Landowners' Election, as follows:

Seat 1	Robert Bergman	12 votes	Four-year Term
Seat 3	Joe Aschenbrenner	12 votes	Four-year Term
Seat 4	Joseph Timberlake	10 votes	Two-year Term

On MOTION by Mr. Aschenbrenner and seconded by Mr. Bergman, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Adams presented Resolution 2025-02. Mr. Aschenbrenner nominated the following:

Robert Bergman	Chair
Joe Aschenbrenner	Vice Chair
Speros Margetis	Assistant Secretary
Win Williamson	Assistant Secretary
Joseph Timberlake	Assistant Secretary

The following prior appointments by the Board remain unaffected by the Resolution:

Chesley (Chuck) E. Adams Jr.	Secretary
Craig Wrathell	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Aschenbrenner and seconded by Mr. Margetis, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of September 30, 2024**

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

The financials were accepted.

SEVENTH ORDER OF BUSINESS**Approval of July 11, 2024 Public Hearing
and Regular Meeting Minutes**

On MOTION by Mr. Margetis and seconded by Mr. Aschenbrenner, with all in favor, the July 11, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Straley Robin Vericker

B. District Engineer: Landmark Engineering & Surveying Corp.

There were no District Counsel or District Engineer reports.

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

- **NEXT MEETING DATE: January 9, 2025 at 9:00 AM**

- **QUORUM CHECK**

NINTH ORDER OF BUSINESS**Public Comments: Non-Agenda Items**

A resident stated that he previously came before the Board for permission to make a few improvements in the community, which was completed. He would like to be reimbursed for his efforts. Multiple receipts were submitted multiple times to no avail. He believes the CDD owes him \$600. Mr. Adams stated screenshots or text shots of payments are inadequate receipts for reimbursement; Staff would be happy to reimburse him but actual receipts must be submitted in a proper form that is acceptable in a governmental audit. Asked if the CDD could allocate funds to the HOA for the HOA to pay the reimbursement, Mr. Adams stated the CDD cannot transfer public funds to the HOA, which is a private entity. Mr. Woodley stated the HOA has additional funds and will reimburse the resident.

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139 **TENTH ORDER OF BUSINESS****Supervisors' Requests**

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141 The Board and Staff discussed necessary post-hurricane repair items, including having to
142 replace both Envera operators, the Mozart, the marina, a broken pedestrian gate, electronic
143 boxes that were underwater, the connection with TECO, removing and replacing tall palm trees
144 with shorter ones, raking the beach, switching landscapers, vendor insurance requirement and
145 debris pickup by the Federal Emergency Management Agency (FEMA).

146 Mr. Margetis asked for a copy of the Baycut contract. Mr. Adams will email the scope of
147 work to Mr. Margetis.

148 Discussion ensued regarding preparing/developing a punch list of repairs, the streetlights,
149 engaging an electrician to repair wiring, the location of breaker boxes, how best to address a
150 damaged boat lift and abandoned kayaks on the beach, the cost of a new kayak rack and a new
151 grill, resident demands and mosquito control.

152 A Board Member stated he will compile the punch list into a spreadsheet format and
153 forward it to Mr. Adams to be combined into a Master list and disseminated to the rest of the
154 Board.

155

156 **ELEVENTH ORDER OF BUSINESS****Adjournment**

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158 **On MOTION by Mr. Aschenbrenner and seconded by Mr. Margetis, with all in**
159 **favor, the meeting adjourned at 10:25 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PALM BAY
COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

PALM BAY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Tampa/Oldsmar, 4014 Tampa Road, Oldsmar, Florida 34677</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 14, 2024	Landowners' Meeting and Regular Meeting	9:00 AM
January 9, 2025 CANCELED NO QUORUM	Regular Meeting	9:00 AM
April 10, 2025	Regular Meeting	9:00 AM
July 10, 2025	Public Hearing & Regular Meeting	9:00 AM