

RESERVE AT VAN OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

June 2, 2025

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Reserve at Van Oaks Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

May 23, 2025

ATTENDEES:

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

Board of Supervisors

Reserve at Van Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Reserve at Van Oaks Community Development District will hold a Regular Meeting on June 2, 2025 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-07, 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
4. Consideration of Resolution 2025-08, 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
5. Consideration of Resolution 2025-09, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Resolution 2025-10, Electing Jordan Lansford as Assistant Secretary of the District, and Providing for an Effective Date
7. Ratification Items
 - A. Operation Paint Quote for Fence Pressure Washing
 - B. Lake Pros, LLC First Amendment to the Agreement for Lake Maintenance Services
 - C. Mele Environmental Services, LLC First Amendment to the Agreement for Landscape and Irrigation Maintenance Services
8. Acceptance of Unaudited Financial Statements as of April 30, 2025

9. Approval of February 3, 2025 Regular Meeting Minutes

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer *Poulos & Bennett, LLC*
- C. District Property Manager: *HomeRiver Group-Orlando*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- 169 Registered Voters in District as of April 15, 2025
- NEXT MEETING DATE: July 7, 2025 at 1:00 PM

○ QUORUM CHECK

SEAT 1	MEGAN GERMINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	AMBER SWEENEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARTHA SCHIFFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	HARRIET STONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	TYLER WOODY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,


Kristen Suit
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS 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 prepared and submitted to the Board of Supervisors (“**Board**”) of the Reserve at Van Oaks 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 RESERVE AT VAN OAKS 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 for the following date, hour and location:

DATE: _____
HOUR: 1:00 p.m.
LOCATION: Holiday Inn Express & Suites Lakeland North I-4
4500 Lakeland Park Drive
Lakeland, Florida 33809

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 Polk County at least sixty (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 (2) 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 SECTION. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A: Fiscal Year 2025/2026 Budget

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**RESERVE AT VAN OAKS
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		
REVENUES					
Assessment levy: on-roll - gross	\$ 365,618				\$ 393,035
Allowable discounts (4%)	(14,625)				(15,721)
Assessment levy: on-roll - net	350,993	\$ 346,118	\$ 4,875	\$ 350,993	377,314
Total revenues	350,993	346,118	4,875	350,993	377,313
EXPENDITURES					
Professional & administrative					
Supervisors	-	-	-	-	3,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	7,572	17,428	25,000	25,000
Engineering	2,000	249	1,751	2,000	2,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
EMMA software services	1,500	1,500	-	1,500	1,500
Trustee	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	153	347	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	739	761	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,700	5,537	-	5,537	6,300
Contingencies/bank charges	500	565	-	565	935
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Meeting room rental	3,060	-	3,060	3,060	2,000
Property appraiser & tax collector	10,969	7,006	3,963	10,969	11,791
Total professional & administrative	113,019	49,051	63,870	112,921	116,816

**RESERVE AT VAN OAKS
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		
Field operations					
Contracted services					
Pressure washing	6,000	600	5,400	6,000	6,000
Lawn service & mulch	70,000	28,990	41,010	70,000	89,000
Lift station	2,000	-	2,000	2,000	-
Pool service	12,000	6,450	5,550	12,000	12,000
Cabana janitorial	7,000	2,750	4,250	7,000	7,000
Amenity access control & data management	8,000	3,165	4,835	8,000	6,333
Ponds	3,500	1,620	1,880	3,500	5,000
Repairs & supplies					
Pool & cabana maintenance	4,000	250	3,750	4,000	4,000
Amenity access control repair	3,000	-	3,000	3,000	1,500
Irrigation-repair	3,500	185	3,315	3,500	2,000
General repairs/supplies	5,500	3,673	1,827	5,500	13,305
Landscaping-repairs & replacement	5,000	3,587	1,413	5,000	12,825
Utilities					
Electricity-entrance monuments	600	157	443	600	350
Electricity- pool & cabana	6,000	2,662	3,338	6,000	5,500
Electricity- street lights	30,000	15,709	14,291	30,000	32,000
Water-pool	13,200	5,916	7,284	13,200	12,500
Pool cable	1,500	999	501	1,500	2,000
Administrative					
Management fee - PM	18,765	7,506	11,259	18,765	18,765
O&M accounting - DM	4,000	2,000	2,000	4,000	4,000
Pool permit	275	-	275	275	285
Taxes/insurance					
Property insurance	20,000	6,638	13,362	20,000	12,000
Total field operations	<u>223,840</u>	<u>92,857</u>	<u>130,983</u>	<u>223,840</u>	<u>246,363</u>
Total expenditures	<u>336,859</u>	<u>141,908</u>	<u>194,853</u>	<u>336,761</u>	<u>363,179</u>
Excess/(deficiency) of revenues over/(under) expenditures	14,134	204,210	(189,978)	14,232	14,134
Fund balance - beginning (unaudited)	<u>14,133</u>	<u>28,267</u>	<u>232,477</u>	<u>28,267</u>	<u>42,499</u>
Fund balance - ending (projected)					
Assigned					
Committed					
Future repairs**	28,267	28,267	28,267	28,267	42,401
Unassigned	-	204,210	14,232	14,232	14,232
Fund balance - ending	<u>\$ 28,267</u>	<u>\$ 232,477</u>	<u>\$ 42,499</u>	<u>\$ 42,499</u>	<u>\$ 56,633</u>

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 3,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	6,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software services	1,500
Trustee	5,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,300
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	935
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Meeting room rental	2,000
Property appraiser & tax collector	11,791
Total professional & administrative	<u>116,816</u>

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Contracted services

Pressure washing	6,000
Lawn service & mulch	89,000
Pool service	12,000
Cabana janitorial	7,000
Ponds	5,000

Repairs & supplies

Pool & cabana maintenance	4,000
Amenity access control repair	1,500
Irrigation-repair	2,000
General repairs/supplies	13,305
Landscaping-repairs & replacement	12,825

Utilities

Electricity-entrance monuments	350
Electricity- pool & cabana	5,500
Electricity- street lights	32,000
Water-pool	12,500
Pool cable	2,000
Amenity access control & data management	6,333

Administrative

Management fee - PM	18,765
O&M accounting - DM	4,000
Pool permit	285

Taxes/insurance

Property insurance	12,000
Total field operations	<u>246,363</u>
Total expenditures	<u><u>\$ 363,179</u></u>

Reserve Item	Estimated Cost	Estimated Life	Estimated Remaining Life	FY Reserve Amount
Entrance Monuments	\$50,000.00	30	30	\$1,666.67
Perimeter Fencing / Walls	\$75,000.00	30	30	\$2,500.00
Mail Kiosk	\$13,000.00	20	20	\$650.00
Pool Building Capital Repairs	\$10,000.00	15	15	\$666.67
Pool Roof	\$50,000.00	25	25	\$2,000.00
Pool Resurface	\$40,000.00	30	30	\$1,333.33
Pool Furniture	\$15,000.00	10	10	\$1,500.00
Pool Pavers	\$50,000.00	35	35	\$1,428.57
Pool Equipment	\$20,000.00	12	12	\$1,666.67
Catch Basins/Inspections/Cap	\$18,000.00	25	25	\$720.00
TOTAL RESERVES	\$341,000.00			\$14,131.90

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025			Total Revenue & Expenditures	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
REVENUES					
Special assessment - on-roll	\$ 278,430				\$ 278,430
Allowable discounts (4%)	(11,137)				(11,137)
Assessment levy: net	267,293	\$ 263,567	\$ 3,726	\$ 267,293	267,293
Interest	-	3,909	-	3,909	-
Total revenues	<u>267,293</u>	<u>267,476</u>	<u>3,726</u>	<u>271,202</u>	<u>267,293</u>
EXPENDITURES					
Debt service					
Principal	60,000	-	60,000	60,000	65,000
Interest	196,884	98,442	98,442	196,884	194,304
Total debt service	<u>256,884</u>	<u>98,442</u>	<u>158,442</u>	<u>256,884</u>	<u>259,304</u>
Other fees & charges					
Tax collector	8,353	5,263	3,090	8,353	8,353
Total other fees & charges	<u>8,353</u>	<u>5,263</u>	<u>3,090</u>	<u>8,353</u>	<u>8,353</u>
Total expenditures	<u>265,237</u>	<u>103,705</u>	<u>161,532</u>	<u>265,237</u>	<u>267,657</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,056	163,771	(157,806)	5,965	(364)
Fund balance:					
Beginning fund balance (unaudited)	237,501	181,589	345,360	181,589	187,554
Ending fund balance (projected)	<u>\$ 239,557</u>	<u>\$ 345,360</u>	<u>\$ 187,554</u>	<u>\$ 187,554</u>	<u>187,190</u>
Use of fund balance:					
Debt service reserve account balance (required)					(64,735)
Principal and Interest expense - November 1, 2026					(95,754)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 26,701</u>

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			97,151.88	97,151.88	3,750,000.00
05/01/26	65,000.00	4.300%	97,151.88	162,151.88	3,685,000.00
11/01/26			95,754.38	95,754.38	3,685,000.00
05/01/27	65,000.00	4.300%	95,754.38	160,754.38	3,620,000.00
11/01/27			94,356.88	94,356.88	3,620,000.00
05/01/28	70,000.00	4.300%	94,356.88	164,356.88	3,550,000.00
11/01/28			92,851.88	92,851.88	3,550,000.00
05/01/29	70,000.00	4.300%	92,851.88	162,851.88	3,480,000.00
11/01/29			91,346.88	91,346.88	3,480,000.00
05/01/30	75,000.00	4.300%	91,346.88	166,346.88	3,405,000.00
11/01/30			89,734.38	89,734.38	3,405,000.00
05/01/31	80,000.00	5.125%	89,734.38	169,734.38	3,325,000.00
11/01/31			87,684.38	87,684.38	3,325,000.00
05/01/32	85,000.00	5.125%	87,684.38	172,684.38	3,240,000.00
11/01/32			85,506.25	85,506.25	3,240,000.00
05/01/33	90,000.00	5.125%	85,506.25	175,506.25	3,150,000.00
11/01/33			83,200.00	83,200.00	3,150,000.00
05/01/34	90,000.00	5.125%	83,200.00	173,200.00	3,060,000.00
11/01/34			80,893.75	80,893.75	3,060,000.00
05/01/35	95,000.00	5.125%	80,893.75	175,893.75	2,965,000.00
11/01/35			78,459.38	78,459.38	2,965,000.00
05/01/36	100,000.00	5.125%	78,459.38	178,459.38	2,865,000.00
11/01/36			75,896.88	75,896.88	2,865,000.00
05/01/37	105,000.00	5.125%	75,896.88	180,896.88	2,760,000.00
11/01/37			73,206.25	73,206.25	2,760,000.00
05/01/38	115,000.00	5.125%	73,206.25	188,206.25	2,645,000.00
11/01/38			70,259.38	70,259.38	2,645,000.00
05/01/39	120,000.00	5.125%	70,259.38	190,259.38	2,525,000.00
11/01/39			67,184.38	67,184.38	2,525,000.00
05/01/40	125,000.00	5.125%	67,184.38	192,184.38	2,400,000.00
11/01/40			63,981.25	63,981.25	2,400,000.00
05/01/41	130,000.00	5.125%	63,981.25	193,981.25	2,270,000.00
11/01/41			60,650.00	60,650.00	2,270,000.00
05/01/42	140,000.00	5.125%	60,650.00	200,650.00	2,130,000.00
11/01/42			57,062.50	57,062.50	2,130,000.00
05/01/43	145,000.00	5.125%	57,062.50	202,062.50	1,985,000.00
11/01/43			53,346.88	53,346.88	1,985,000.00
05/01/44	155,000.00	5.375%	53,346.88	208,346.88	1,830,000.00
11/01/44			49,181.25	49,181.25	1,830,000.00
05/01/45	165,000.00	5.375%	49,181.25	214,181.25	1,665,000.00
11/01/45			44,746.88	44,746.88	1,665,000.00
05/01/46	170,000.00	5.375%	44,746.88	214,746.88	1,495,000.00
11/01/46			40,178.13	40,178.13	1,495,000.00
05/01/47	180,000.00	5.375%	40,178.13	220,178.13	1,315,000.00
11/01/47			35,340.63	35,340.63	1,315,000.00

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	190,000.00	5.375%	35,340.63	225,340.63	1,125,000.00
11/01/48			30,234.38	30,234.38	1,125,000.00
05/01/49	200,000.00	5.375%	30,234.38	230,234.38	925,000.00
11/01/49			24,859.38	24,859.38	925,000.00
05/01/50	215,000.00	5.375%	24,859.38	239,859.38	710,000.00
11/01/50			19,081.25	19,081.25	710,000.00
05/01/51	225,000.00	5.375%	19,081.25	244,081.25	485,000.00
11/01/51			13,034.38	13,034.38	485,000.00
05/01/52	235,000.00	5.375%	13,034.38	248,034.38	250,000.00
11/01/52			6,718.75	6,718.75	250,000.00
05/01/53	250,000.00	5.375%	6,718.75	256,718.75	-
Total	3,750,000.00		3,523,805.00	7,273,805.00	

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2026 O&M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
Single Family 60'	259	\$ 1,517.51	\$ 1,075.02	\$ 2,592.53	\$ 2,486.67
Total	259				

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS 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 Reserve at Van Oaks Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT:

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

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

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2025	Regular Meeting	1:00 PM
November 3, 2025	Regular Meeting	1:00 PM
December 1, 2025	Regular Meeting	1:00 PM
January 5, 2026	Regular Meeting	1:00 PM
February 2, 2026	Regular Meeting	1:00 PM
March 2, 2026	Regular Meeting	1:00 PM
April 6, 2026	Regular Meeting	1:00 PM
May 4, 2026	Regular Meeting	1:00 PM
June 1, 2026	Regular Meeting	1:00 PM
July 6, 2026	Regular Meeting	1:00 PM
August 3, 2026	Regular Meeting	1:00 PM
September __, 2026*	Regular Meeting	1:00 PM

Exception

**The September meeting date is on the Labor Day Holiday*

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RESERVE AT VAN OAKS 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 Reserve at Van Oaks 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 RESERVE AT VAN OAKS 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 2nd day of June, 2025.

ATTEST:

**RESERVE AT VAN OAKS 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

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/02/2025**

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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RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT ELECTING JORDAN LANSFORD AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Jordan Lansford is elected as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A



Operation Paint

Denver Taylor

(863) 419-6071

denver@operationpaint.com

operationpaint.com

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Date:	03/01/25	Start Date:	
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Customer:	Reserve at Van Oaks CDD	Completion Date:	
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Address:	4301 Vineland Road	Project Manager:	
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Phone:		Job #:	
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Cell:			
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Email:	servin@homeriver.com		
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Project Item	Details		Hours	Rate	Total
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Pressure wash inside of fence on sections indicated on map provided					
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Materials and labor included in quote					
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			Total		\$600.00
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RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE RESERVE AT VAN OAKS AND LAKE PROS, LLC FOR LAKE MAINTENANCE SERVICES

This **FIRST AMENDMENT** (the “**First Amendment**”) is made and entered into as of this 20th day of May 2025, by and between:

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**District**”); and

LAKE PROS, LLC, a Florida limited liability company, with a mailing address of 3885 Shader Road, Orlando, Florida 32808 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the Parties previously entered into that certain *Agreement between the Reserve at Van Oaks and Lake Pros, LLC for Lake Maintenance Services*, dated March 18, 2024 (the “**Agreement**”); and

WHEREAS, Section 20 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to provide for an amended scope of services and compensation as set forth in more detail below.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT.

- A.** Section 4A in the Agreement is hereby amended, and the language in **Exhibit A**, incorporated herein, shall take its place.
- B.** Exhibit A of the Agreement shall be amended, and **Exhibit B**, incorporated herein, shall take its place.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

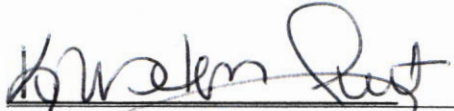
SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this First Amendment the day and year First written above.

Attest:

**RESERVE AT VAN OAKS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman, Board of Supervisors

LAKE PROS, LLC


Witness

By: 
Print: Chad Bass
Its: Owner

Exhibit A: Amended Section 4A of the Agreement

Exhibit B: Amended Exhibit A of the Agreement

EXHIBIT A
Amended Section 4A of the Agreement

In consideration of the Services to be provided by the Contractor, the District shall pay Contractor Three Hundred Forty-Five Dollars (\$345.00) per month.

EXHIBIT B
Amended Exhibit A of the Agreement

1



The Reserve at Van Oaks CDD
C/O Folio Association Management

Contact: Stephen Ervin
Address: 4301 Vineland Rd E-1.
City/State/Zip: Orlando, FL 32811
Phone: (407) 563-0109
Email: servin@folioam.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and The Reserve at Van Oaks CDD ("Owner")

Maintenance Agreement—Monthly Pond maintenance service for three (3) ponds includes:

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Structure Inspection and Grate Cleaning
- Treatment and Inspection Reporting

Monthly Maintenance: \$345.00 per month



Terms and Conditions

3885 Shader Road, Orlando, Florida 32808

(407) 595-3648 www.lakepro.co

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT AND MELE ENVIRONMENTAL SERVICES, LLC FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

This **FIRST AMENDMENT** (the “**First Amendment**”) is made and entered into as of this 20th day of May 2025, by and between:

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**District**”); and

MELE ENVIRONMENTAL SERVICES, LLC, a Florida limited liability company, with a mailing address of 8911 Pine Grove Drive, Lakeland, Florida 33809 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the Parties previously entered into that certain *Agreement between the Reserve at Van Oaks Community Development District and Mele Environmental Services, LLC for Landscape and Irrigation Maintenance Services*, attached hereto as **Exhibit A** (the “**Agreement**”); and

WHEREAS, Section 18 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to provide for an amended scope of services and compensation as set forth in more detail below.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT.

- A.** Section 5A in the Agreement is hereby amended, and the language in **Exhibit B**, incorporated herein, shall take its place.
- B.** Composite Exhibit A in the Agreement shall be amended, and **Exhibit C**, incorporated herein, shall be added thereto.


SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

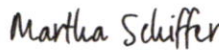
SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this First Amendment the day and year First written above.

Attest:


Secretary/Assistant Secretary

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors

MELE ENVIRONMENTAL SERVICES, LLC


Witness


By: 
Print: Joe Mele
Its: Vice President, MGRM

Exhibit A: *Agreement between the Reserve at Van Oaks Community Development District and Mele Environmental Services, LLC for Landscape and Irrigation Maintenance Services*

Exhibit B: Amended Section 5A of the Agreement

Exhibit C: Additions to Composite Exhibit A of the Agreement

EXHIBIT A

EXHIBIT B

Services under this Agreement shall commence on January 6, 2024 and shall end September 30, 2024. Additionally, this Agreement shall automatically renew for three (3) additional one (1) year terms, beginning on October 1 and ending in September 30, unless terminated earlier under the terms of this Agreement. As compensation for the Services, the District agrees to pay Contractor Sixty-One Thousand Four Hundred Forty Dollars and Zero Cents (\$61,440.00) per year, in monthly amounts of Five Thousand One Hundred Twenty Dollars and Zero Cents (\$5,120.00). Additionally, for any services not included in the Contract Amount, such as Palm Tree Trimming, Pine Bark Mulch and removal of dead plant material, and only after applying the provisions of Sections 5.b. and 5.d. below, the District agrees to pay Contractor pursuant to Section 5.d. below for such actual services rendered using the pricing specified in Composite Exhibit A. All additional work or services, and related compensation, shall be governed by Section 5.b. of this Agreement.

EXHIBIT B

Mele Environmental Services, LLC

Phone: (863)327-5693 ,8911 Pine Grove Dr. Lakeland FL 33809

"No Hassle's, Just Result's."

Specifications for Proposal for Phase 2 for:

The Reserve at Van Oaks CDD, Auburndale FL

Phase 2 map provided by Management

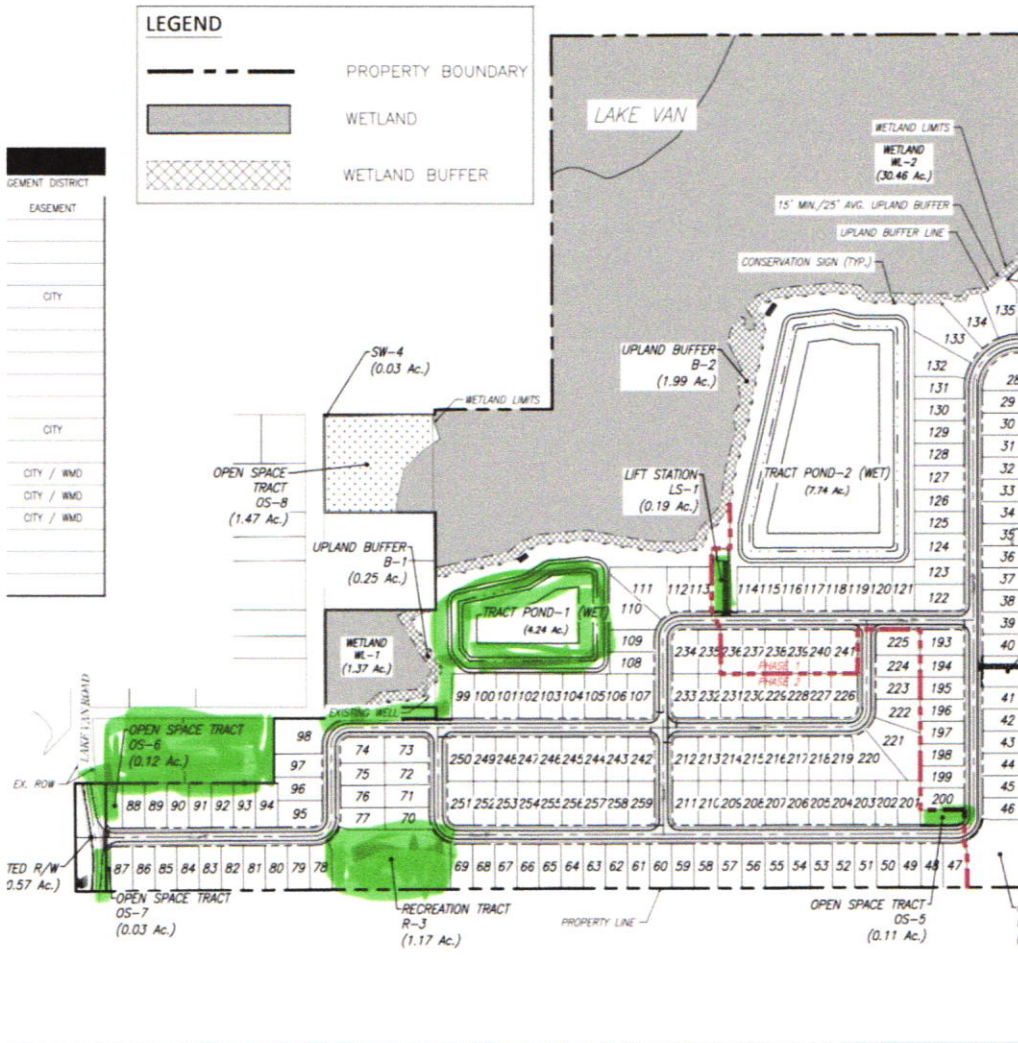
Phase 2 initial cut

Contractor is to enter site and commence mowing of highlighted areas on phase 2 map for \$2,480.00 (one time fee).

Contractors will then mow and maintain these select areas for the additional cost of \$1,920.00 per month.

Please note: The retention pond will only be mowed around on turf area only,, any vegetation built up and growing out of it around the perimeter will be a separate price in the future as we did with Retention pond #1 on phase 1.

Site Data		Easement		Ownership/Maintenance	
Project Site Area	120.16 Ac.	Roadways	Private	To Be Owned & Maintained By	HOA.
Dedicated R/W	0.57 Ac.	Drainage Easements	Private	Drainage Outfall From Pond Tracts Is To Be Private With A Drainage Easement Between Property Owners.	
Total Wetlands	40.48 Ac.	Utility Easements	Public	To Be Dedicated To City Of Auburndale Utilities, Maintained By The Individual Homeowners Affected.	
Total Impacted Wetlands	5.35 Ac.	Wastewater	Public	To Be Owned & Maintained By City Of Auburndale.	
Total Wetlands To Remain	35.13 Ac.	Potable Water	Public	To Be Owned & Maintained By City Of Auburndale.	
Net Developable Acres	84.46 Ac.	Sidewalk In R/W	Private	To Be Owned & Maintained By HOA.	
Recreation/Open Space/Landscape Tracts	3.22 Ac.	Recreation Tracts (R-1, R-2, & R-3)	Private	To Be Owned & Maintained By HOA.	
Proposed Dwelling Units	259 Units	Open Space/Landscape Tracts (OS-1, OS-8, LA-1, & LA-2)	Private	To Be Owned & Maintained By HOA.	
Density	3.07 Units/Ac.	Lift Station Tract (LS-1)	Public	To Be Owned & Maintained By City Of Auburndale.	
Existing Zoning	No City Zoning Assigned	Stormwater Tracts	Private	To Be Owned & Maintained By HOA.	Easement to City of Auburndale & Southwest Florida WMD
Proposed Zoning	PD-H1 & Lakefront				
Existing Land Use	Vacant				
Proposed Land Use	Single-Family Residential				
Max Building Height	35'-0" (2 Stories)				
Building Setbacks:					
Front	25'				
Street Side	15'				
Interior Side	7'				
Rear	15'				
Min. Lot Width Provided	60'				
Min. Lot Depth	120'				
Min. Lot Size Provided	7,200 SF				
Min. Living Area Provided	1,500 SF				



RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS				
Cash	\$ 223,042	\$ -	\$ -	\$ 223,042
Investments				
Revenue	-	281,774	-	281,774
Reserve	-	64,735	-	64,735
Construction	-	-	625	625
Interest	-	10	-	10
Due from general fund	-	4,221	-	4,221
Total assets	<u>223,042</u>	<u>350,740</u>	<u>625</u>	<u>574,407</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to other	6,086	-	-	6,086
Due to debt service fund	4,221	-	-	4,221
Accrued taxes payable	31	-	-	31
Total liabilities	<u>10,338</u>	<u>-</u>	<u>-</u>	<u>10,338</u>
Fund balances:				
Restricted for:				
Debt service	-	350,740	-	350,740
Capital projects	-	-	625	625
Committed:				
Future repairs	14,133	-	-	14,133
Unassigned	198,571	-	-	198,571
Total fund balances	<u>212,704</u>	<u>350,740</u>	<u>625</u>	<u>564,069</u>
Total liabilities and fund balances	<u>\$ 223,042</u>	<u>\$ 350,740</u>	<u>\$ 625</u>	<u>\$ 574,407</u>

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 5,656	\$ 351,774	\$ 350,993	100%
Total revenues	<u>5,656</u>	<u>351,774</u>	<u>350,993</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	331	7,902	25,000	32%
Engineering	-	249	2,000	12%
Supervisor Fee	215	215	-	N/A
Audit	-	-	6,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
EMMA software services	-	1,500	1,500	100%
Trustee*	-	-	5,000	0%
Telephone	16	117	200	59%
Postage	12	165	500	33%
Printing & binding	42	292	500	58%
Legal advertising	-	740	1,500	49%
Annual special district fee	-	175	175	100%
Insurance	-	5,537	5,700	97%
Contingencies/bank charges	92	656	500	131%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Meeting room rental	-	-	3,060	0%
Property appraiser & tax collector	-	-	10,969	0%
Total professional & administrative	<u>4,791</u>	<u>46,836</u>	<u>113,019</u>	41%
Field Operations				
Contracted services				
Pressure washing	-	600	6,000	10%
Lawn service & mulch	3,365	32,355	70,000	46%
Lift station	-	-	2,000	0%
Pool service	-	6,450	12,000	54%
Cabana janitorial	550	3,300	7,000	47%
Amenity access control & data management	77	3,241	8,000	41%
Ponds	270	1,890	3,500	54%
Repairs & supplies				
Pool & cabana maintenance	175	425	4,000	11%
Amenity access control repair	-	-	3,000	0%
Irrigation-repair	-	185	3,500	5%
General repairs/supplies	-	3,673	5,500	67%
Landscaping-repairs & replacement	1,282	4,870	5,000	97%
Utilities				
Electricity-entrance monuments	26	183	600	31%
Electricity-pool & cabana	654	3,316	6,000	55%
Electricity-street lights	8,336	24,045	30,000	80%
Water-pool	1,269	7,186	13,200	54%
Pool cable	165	1,164	1,500	78%
Administrative				
Management fee - PM	1,251	8,757	18,765	47%
O&M accounting - DM	333	2,333	4,000	58%
Pool permit	-	-	275	0%
Property insurance	-	6,638	20,000	33%
Total field operations	<u>17,753</u>	<u>110,611</u>	<u>223,840</u>	49%
Other fees & charges				
Tax collector	113	7,119	-	N/A
Total other fees & charges	<u>113</u>	<u>7,119</u>	<u>-</u>	N/A
Total expenditures	<u>22,657</u>	<u>164,566</u>	<u>336,859</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	(17,001)	187,208	14,134	
Fund balances - beginning	229,705	25,496	14,133	
Committed				
Future repairs	14,133	14,133	28,267	
Unassigned	198,571	198,571	-	
Fund balances - ending	<u>\$212,704</u>	<u>\$ 212,704</u>	<u>\$ 28,267</u>	

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 4,307	\$ 267,874	\$ 267,293	100%
Interest	1,159	5,068	-	N/A
Total revenues	<u>5,466</u>	<u>272,942</u>	<u>267,293</u>	102%
EXPENDITURES				
Debt service				
Principal	-	-	60,000	0%
Interest	-	98,442	196,884	50%
Tax collector	86	5,349	8,353	64%
Total expenditures	<u>86</u>	<u>103,791</u>	<u>265,237</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	5,380	169,151	2,056	8227%
Fund balances - beginning	<u>345,360</u>	<u>181,589</u>	<u>237,501</u>	
Fund balances - ending	<u><u>\$ 350,740</u></u>	<u><u>\$ 350,740</u></u>	<u><u>\$ 239,557</u></u>	

**RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2	\$ 15
Total revenues	2	15
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2	15
Fund balances - beginning	623	610
Fund balances - ending	\$ 625	\$ 625

RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
RESERVE AT VAN OAKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Reserve at Van Oaks Community Development District held a Regular Meeting on February 3, 2025 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

Present:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Harriet Stone	Assistant Secretary
Tyler Woody	Assistant Secretary

Also present:

Kristen Suit	District Manager
Bennett Davenport (via telephone)	District Counsel
Amber Sweeney	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:30 p.m.

Supervisor Germino and Supervisor-Elects Martha Schiffer, Harriet Stone and Tyler Woody 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 Elected Supervisors [Martha Schiffer – Seat 3, Harriet Stone – Seat 4, Tyler Woody – Seat 5] (the following will be provided in a separate package)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Martha Schiffer, Harriert Stone and Tyler Woody. The following items were provided and explained to all at the Stuart Crossing CDD meeting:

- 41 A. Required Ethics Training and Disclosure Filing
- 42 • Sample Form 1 2023/Instructions
- 43 B. Membership, Obligations and Responsibilities
- 44 C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- 45 D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
- 46 Public Officers

47

48 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2025-04,**
 49 **Canvassing and Certifying the Results of**
 50 **the Landowners’ Election of Supervisors**
 51 **Held Pursuant to Section 190.006(2),**
 52 **Florida Statutes, and Providing for an**
 53 **Effective Date**
 54

55 Ms. Suit presented Resolution 2025-04. She recapped the results of the Landowners’
 56 Election, as follows:

57	Seat 3	Martha Schiffer	170 votes	4-Year Term
58	Seat 4	Harriet Stone	170 votes	4-Year Term
59	Seat 5	Tyler Woody	169 votes	2-Year Term

60

61 On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, 62 Resolution 2025-04, Canvassing and Certifying the Results of the Landowners’ 63 Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, 64 and Providing for an Effective Date, was adopted.
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67 **FIFTH ORDER OF BUSINESS** **Consider Appointment of Amber Sweeney**
 68 **to Fill Unexpired Term of Seat 2; Term**
 69 **Expires November 2026**
 70

71 Ms. Schiffer nominated Ms. Amber to fill Seat 2. No other nominations were made.

72

73 On MOTION by Ms. Schiffer and seconded by Ms. Stone, with all in favor, the 74 appointment of Ms. Amber Sweeney to fill Seat 2, was approved.

- 75
- 76
- 77 • **Administration of Oath of Office**
- 78 This item was not addressed.

79 As the Oath of Office was not administered, Ms. Sweeney participated in the meeting as
80 a member of the public.

81

82 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-05,
Electing and Removing Officers of the
District and Providing for an Effective Date**

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86 Ms. Suit presented Resolution 2025-05. Ms. Schiffer nominated the following:

87 Martha Schiffer Chair

88 Megan Germino Vice Chair

89 Harriet Stone Assistant Secretary

90 Amber Sweeney Assistant Secretary

91 Tyler Woody Assistant Secretary

92 No other nominations were made.

93 This Resolution removes the following from the Board:

94 Jake Essman Assistant Secretary

95 Cliff Fischer Assistant Secretary

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

97 Craig Wrathell Secretary

98 Kristen Suit Assistant Secretary

99 Craig Wrathell Treasurer

100 Jeffrey Pinder Assistant Treasurer

101

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
Resolution 2025-05, Electing, as nominated, and Removing Officers of the
District and Providing for an Effective Date, was adopted.**

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107 **SEVENTH ORDER OF BUSINESS**

**Presentation of Annual Financial
Statements for Fiscal Year Ended
September 30, 2023, Prepared by Berger,
Toombs, Elam, Gaines & Frank**

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112 Ms. Suit presented the Audited Financial Report for the Fiscal Year Ended September 30,
113 2023 and noted the pertinent information. There were no findings, recommendations,
114 deficiencies on internal control or instances of non-compliance; it was a clean audit.

115 **A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Financial Report**
116 **for the Fiscal Year Ended September 30, 2023**

117 **On MOTION by Ms. Stone and seconded by Ms. Schiffer, with all in favor,**
118 **Resolution 2025-06, Hereby Accepting the Audited Financial Report for the**
119 **Fiscal Year Ended September 30, 2023, was adopted.**

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122 **EIGHTH ORDER OF BUSINESS**

Ratification Items

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Ms. Suit presented the following:

125 **A. Mele Environmental Services, LLC Estimate #1116 for Mulch Services**

126 Estimate #1116 is \$8,800.

127 **B. Polk County Property Appraiser 2025 Date Sharing and Usage Agreement**

128 **C. Polk County Property Appraiser Contract Agreement**

129

130 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**
131 **Mele Environmental Services, LLC Estimate #1116 for Mulch Services, in the**
132 **amount of \$8,800; Polk County Property Appraiser 2025 Date Sharing and**
133 **Usage Agreement; and Polk County Property Appraiser Contract Agreement,**
134 **were ratified.**

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137 **NINTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of December 31, 2024

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140 **On MOTION by Ms. Schiffer and seconded by Ms. Stone, with all in favor, the**
141 **Unaudited Financial Statements as of December 31, 2024, were accepted.**

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144 **TENTH ORDER OF BUSINESS**

Approval of Minutes

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146 **A. November 4, 2024 Regular Meeting**

147 **B. November 5, 2024 Landowners' Meeting**

148 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**
149 **the November 4, 2024 Regular Meeting Minutes and the November 5, 2024**
150 **Landowners' Meeting Minutes, both as presented, were approved.**

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ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Ms. Schiffer stated she would like to transition the Landowner-elected seats to resident Board seat around August, which is the same time they will probably turnover the HOA. Ms. Schiffer stated she and Ms. Germino will stay on the Board until the Fiscal Year 2026 Budget is adopted. Ms. Suit stated, when the time comes, she will facilitate an e-blast advising residents about the transition and directing interested candidates to submit a resume/letter of interest. She suggested Mr. Davenport speak to Ms. Willson about what is needed.

B. District Engineer: Poulos & Bennett, LLC

C. District Property Manager: HomeRiver Group-Orlando

There were no District Counsel, District Engineer or District Property Manager reports.

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

- **NEXT MEETING DATE: March 3, 2025 at 1:00 PM**
 - **QUORUM CHECK**

The March 3, 2025 meeting will be cancelled. The next meeting will likely be on April 7, 2025.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the meeting adjourned at 1:44 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

RESERVE AT VAN OAKS

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS



April 15, 2025

Daphne Gillyard – Director of Administrative Services
Reserve at Van Oaks Corporate Office
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Reserve at Van Oaks Community Development District Registered Voters

Dear Ms. Gillyard,

In response to your request, there are currently **169** voters within the Reserve at Van Oaks Community Development District. This number of registered voters in said District is as of **April 15, 2025**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Melony M. Bell".

Melony M. Bell
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

*Holiday Inn Express & Suites Lakeland North I-4
4500 Lakeland Park Drive, Lakeland, Florida 33809*

¹Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024 CANCELED <i>Inclément Weather</i>	Regular Meeting	1:00 PM
November 4, 2024	Regular Meeting	1:00 PM
November 5, 2024¹	Landowners' Meeting	5:00 PM
December 2, 2024 CANCELED	Regular Meeting	1:00 PM
January 6, 2025 CANCELED	Regular Meeting	1:00 PM
February 3, 2025	Regular Meeting	1:00 PM
March 3, 2025 CANCELED	Regular Meeting	1:00 PM
April 7, 2025 CANCELED	Regular Meeting	1:00 PM
May 5, 2025 CANCELED	Regular Meeting	1:00 PM
June 2, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	1:00 PM
July 7, 2025	Regular Meeting	1:00 PM
August 4, 2025	Regular Meeting	1:00 PM