

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

May 15, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Benton Hills 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 8, 2025

Board of Supervisors
Benton Hills Community Development District

Dear Board Members:

The Board of Supervisors of the Benton Hills Community Development District will hold a Regular Meeting on May 15, 2025 at 11:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Erika Filotas [Seat 3] *(the following will be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-06, 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
6. Consideration of Resolution 2025-07, 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
7. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

ATTENDEES:

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

8. Consideration of Henando County Interlocal Uniform Collection Agreement
9. Consideration of Withlacoochee River Electric Cooperative, Inc., Street/Outdoor Lighting Agreement (New Lighting)
10. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
11. Acceptance of Unaudited Financial Statements as March 31, 2025
12. Approval of February 20, 2025 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Coastal Engineering Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt & Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: July 17, 2025 at 11:30 AM
 - QUORUM CHECK

SEAT 1	ALEXUS JAMES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MEGAN GERMINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ERIKA FILOTAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MARTHA SCHIFFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	HARRIET STONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public comments
16. 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

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

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**BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Benton Hills Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BENTON
HILLS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Benton Hills 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’s Board of Supervisors desires to elect and remove certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BENTON HILLS COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective February 20, 2025:

<u>Martha Schiffer</u>	is elected Chair
<u>Megan Germino</u>	is elected Vice Chair
<u>Harriet Stone</u>	is elected Assistant Secretary
<u>Alexus James</u>	is elected Assistant Secretary
<u>Erika Filotas</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 20, 2025:

<u>Garth Noble</u>	<u>Chair</u>
<u>John Kakridas</u>	<u>Assistant Secretary</u>

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 20th day of February, 2025.

ATTEST:

**BENTON HILLS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BENTON HILLS 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 Benton Hills Community Development District (“**District**”), prior to June 15, 2025, the proposed operating 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 BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The operating budget proposed 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 budget.

SECTION 2. The public hearing on the approved budget is hereby declared and set for the following date, hour, and location:

DATE:	_____
HOUR:	11:30 a.m.
LOCATION:	Greater Hernando County Chamber of Commerce 15588 Aviation Loop Drive Brooksville, Florida 34604

SECTION 3. The District Manager is hereby directed to submit a copy of the proposed budgets to Hernando County at least sixty (60) days prior to the hearings set above.

SECTION 4. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved 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.

SECTION 5. Notice of the public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:

**BENTON HILLS 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

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
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**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
	\$ 221,384				\$ 220,455
Allowable discounts (4%)	(8,855)				(8,818)
Assessment levy: on-roll - net	212,529	\$ 212,505	\$ 24	\$ 212,529	211,637
Assessment levy: off-roll	61,008	45,756	15,252	61,008	60,774
Landowner contribution	459,913	40,722	357,542	398,264	461,039
Total revenues	733,450	298,983	372,818	671,801	733,450
EXPENDITURES					
Professional & administrative					
Supervisors	-	430	-	430	3,000
Management/accounting/recording	48,000	12,049	35,951	48,000	48,000
Legal	25,000	2,013	22,987	25,000	25,000
Engineering	2,000	1,700	300	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	250	53	197	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	365	6,135	6,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,800	5,408	392	5,800	6,100
Contingencies/bank charges	750	548	202	750	752
Meeting room rental	500	-	500	500	1,800
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser	-	6,145	-	6,145	6,614
Tax collector	-	4,251	-	4,251	4,409
Total professional & administrative	103,090	33,487	80,429	113,916	113,715

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Management fee	54,000	9,000	45,000	54,000	54,000
Landscape maintenance	225,000	62,500	162,500	225,000	215,000
Replacement/extra	20,000	-	20,000	20,000	20,000
Irrigation repairs	5,000	420	4,580	5,000	5,000
Lights, signs & fences	5,000	-	5,000	5,000	5,000
Pressure washing	25,000	-	25,000	25,000	25,000
Street & sidewalks	2,500	-	2,500	2,500	2,500
Miscellaneous repairs & replacement	15,000	-	15,000	15,000	15,000
Access control/monitoring	40,000	-	40,000	40,000	40,000
Access control/internet	2,000	-	2,000	2,000	2,000
Access control/maintenance	5,000	-	5,000	5,000	5,000
Holiday lights	5,000	-	5,000	5,000	5,000
Utilities					
Electric common	25,000	901	24,099	25,000	25,000
Electric well	5,000	186	4,814	5,000	5,000
Streetlights	50,000	7,058	42,942	50,000	50,000
Electric- amenity	50,000	-	50,000	50,000	50,000
Amenity					
Pool maintenance	8,000	-	8,000	8,000	8,000
Amenity center R&M	3,500	-	3,500	3,500	3,500
Janitorial	20,000	-	20,000	20,000	20,000
Gym equipment	35,000	-	35,000	35,000	35,000
Gym equipment repair	2,500	-	2,500	2,500	2,500
Potable water	1,500	-	1,500	1,500	1,500
Telephone- pool/clubhouse	1,200	-	1,200	1,200	1,200
Alarm monitoring	5,160	-	5,160	5,160	5,160
Property insurance	20,000	3,868	16,132	20,000	19,375
Total field operations	<u>630,360</u>	<u>83,933</u>	<u>546,427</u>	<u>630,360</u>	<u>619,735</u>
Total expenditures	<u>733,450</u>	<u>117,420</u>	<u>626,856</u>	<u>744,276</u>	<u>733,450</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	181,563	(254,038)	(72,475)	-
 Fund balance - beginning (unaudited)	-	72,475	254,038	72,475	-
Fund balance - ending	<u>\$ -</u>	<u>\$ 254,038</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**BENTON HILLS
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 \$4,800 for each fiscal year.	
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	5,500
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.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
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	6,100
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	752
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Meeting room rental	1,800
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	6,614
Tax collector	4,409
Total professional & administrative	<u>113,715</u>

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Management fee	54,000
Landscape maintenance	215,000
Replacement/extra	20,000
Irrigation repairs	5,000
Lights, signs & fences	5,000
Pressure washing	25,000
Street & sidewalks	2,500
Miscellaneous repairs & replacement	15,000
Access control/monitoring	40,000
Access control/internet	2,000
Access control/maintenance	5,000
Holiday lights	5,000
Utilities	
Electric common	25,000
Electric well	5,000
Streetlights	50,000
Electric- amenity	50,000
Amenity	
Pool maintenance	8,000
Amenity center R&M	3,500
Janitorial	20,000
Gym equipment	35,000
Gym equipment repair	2,500
Potable water	1,500
Telephone- pool/clubhouse	1,200
Alarm monitoring	5,160
Property insurance	19,375
Total field operations	<u>619,735</u>
Total expenditures	<u><u>\$733,450</u></u>

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	77	\$ 1,204.67	\$ -	\$ 1,204.67	\$ 1,209.75
SF 50'	102	1,204.67	-	1,204.67	1,209.75
SF 60'	4	1,204.67	-	1,204.67	1,209.75
Total	183				

Off-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	278	\$ 155.83	\$ -	\$ 155.83	\$ 156.43
SF 50'	96	155.83	-	155.83	156.43
SF 60'	16	155.83	-	155.83	156.43
Total	476				

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BENTON HILLS 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 Benton Hills 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 BENTON HILLS 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 15th day of May, 2025.

ATTEST:

**BENTON HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Greater Hernando County Chamber of Commerce 15588 Aviation Loop Drive, Brooksville, Florida 34604</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	11:30 AM
November 20, 2025	Regular Meeting	11:30 AM
December 18, 2025	Regular Meeting	11:30 AM
January 15, 2026	Regular Meeting	11:30 AM
February 19, 2026	Regular Meeting	11:30 AM
March 19, 2026	Regular Meeting	11:30 AM
April 16, 2026	Regular Meeting	11:30 AM
May 21, 2026	Regular Meeting	11:30 AM
June 18, 2026	Regular Meeting	11:30 AM
July 16, 2026	Regular Meeting	11:30 AM
August 20, 2026	Regular Meeting	11:30 AM
September 17, 2026	Regular Meeting	11:30 AM

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BENTON HILLS 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 Benton Hills 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 BENTON HILLS 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 15th day of May, 2025.

ATTEST:

**BENTON HILLS 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 Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/15/2025**

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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_____	_____
_____	_____
_____	_____
_____	_____

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

8

**INTERLOCAL UNIFORM COLLECTION AGREEMENT BETWEEN THE
BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT AND THE
HERNANDO COUNTY PROPERTY APPRAISER**

THIS INTERLOCAL AGREEMENT, made and entered into in duplicate this ____ day of _____, AD ____, by the Benton Hills Community Development District, (the “District”), by and through its Board of Supervisors whose address is c/o Benton Hills Community Development District 2300 Glades Rd, Suite 410W, Boca Raton, FL 33431, and the Honorable Randy Mazourek, Hernando County Property Appraiser, whose address is 201 Howell Ave, Suite 300, Brooksville, Florida 34601 (the “Property Appraiser”)

WITNESSETH

WHEREAS, the District is authorized to impose non-ad valorem assessments and by, resolution, has expressed its intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197.3632, Florida Statutes, and;

WHEREAS, chapter 197, Florida Statutes, requires that the District enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred in implementing the uniform method and,

WHEREAS, chapter 197, Florida Statutes, provides that the District shall compensate the Property Appraiser for necessary administrative costs and,

WHEREAS, a separate agreement between the District and the Hernando County Tax Collector must be entered into that expresses the responsibility of the Hernando County Tax Collector and the District regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable;

NOW, THEREFORE, in consideration of the mutual covenants and convictions herein set forth, the parties hereby agree as follows:

1. The District will impose non-ad valorem assessments using the uniform method for the levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

2. The District agrees to reimburse the Property Appraiser for necessary administrative costs pursuant to section 197.3632 (2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. For the 2025 tax roll year, the parties hereto agree that the District will fund the Property Appraiser's Geographic Information System (GIS) budget in the amount of 3% of the value of each non-ad valorem assessment roll for which the Property Appraiser prepared, processed, or transmitted data concerning the non-ad valorem assessment. Such administrative costs include, but are not limited to, costs incurred for providing information to the District for the development of the non-ad valorem assessment roll pursuant to chapter 197, Florida Statutes; for providing the District with a copy of the non-ad valorem assessment roll upon request by the District so that it may be certified to the Property Appraiser in accordance with time frames pursuant to Florida Statutes or schedules promulgated by the Property Appraiser. The District will be responsible for providing a copy of the non-ad valorem assessment roll to the Property Appraiser on compatible electronic medium.

3. Either party may terminate this agreement without cause upon giving the non terminating party 30 days written notice prior to the effective date of termination. In the event that the District does not reimburse the Property Appraiser for the costs incurred as provided herein, the Property Appraiser may terminate this agreement upon ten (10) days written notice of his election to terminate pursuant to this section.

a. In the event this agreement is terminated by the District effective after January 1 of any given year, the Property Appraiser shall be reimbursed in full for the work or services performed based on the value of the current year's non-ad valorem assessment roll.

b. In the event funds to reimburse the Property Appraiser for costs incurred for completion of the above referenced services become unavailable, the District may terminate this agreement upon no less than 15 day notice, written and delivered to the Property Appraiser.

c. The District shall be the final authority as to the availability of funds. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a signed proof of delivery.

Notice to the District shall be sent to:

Benton Hills Community Development District
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

Notice to the Property Appraiser shall be sent to:

Randy Mazourek
Hernando County Property Appraiser
201 Howell Avenue, Suite 300
Brooksville, FL 34601-2042

And a copy of any notice sent hereunder shall be sent to:

Amy L. Blackburn, CFC
Hernando County Tax Collector
20 North Main Street, Room 112
Brooksville, FL 34601

4. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, and shall not be considered to be a modification of the terms of this agreement.

5. For the 2025 tax roll year, the District will pay all sums due to the Property Appraiser on or before January 15, 2026. For subsequent years the District will pay all sums due to the Property Appraiser on or before January 15th. All sums due from the District to the Property Appraiser will bear interest at the rate of 12 percent (12%) per annum, if delinquent, in accordance with section 218.74, Florida Statutes.

6. The term of this agreement shall be in effect for the 2025 tax roll year and may be renewed thereafter for subsequent periods not to exceed one (1) tax year each, in the event the District shall inform the Property Appraiser by January 10th of each calendar year if the District intends to continue to use the uniform method of collecting each such assessment pursuant to chapter 197, Florida Statutes.

7. The parties shall abide by all Statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinances promulgated by the District not

inconsistent with, not contrary to, the provisions of chapter 197, Florida Statutes, or applicable statutes and any subsequent amendments to said Statutes.

8. The District shall be responsible for imposing non-ad valorem assessments pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.

9. The District further agrees that it will strictly follow and will be responsible for complying with the following procedures and conditions:

a. Using electronic data supplied by the Property Appraiser, the District shall determine and identify the names and addresses of the property owners, the descriptions, parcel numbers and the amount of the assessment of the parcels subject to the non-ad valorem assessments under this agreement.

b. It will be solely at the District's expense and pursuant to the District's responsibility to develop and provide to the Property Appraiser, on compatible electronic medium, a list of the parcels to be assessed.

c. The Property Appraiser on the Property Appraiser's database shall maintain the District's non-ad valorem assessment information.

d. The District shall meet the Property Appraiser's imposed deadlines and timetables as administered and determined by the Property Appraiser.

10. The District will be solely responsible of notifying effected property owners of any and all proposed non-ad valorem assessments.

11. In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this agreement, the Property Appraiser shall provide for his own legal representation, and shall be entitled to reimbursement from the District for reasonable attorney fees and costs associated with such representation. Furthermore, the District shall indemnify the Property Appraiser against any claim, cause of action or suit arising out of, or in connection with any claimed negligence action or inaction on the part of the District.

12. This agreement may not be assigned by either party without the prior written consent from the non-assigning party.

In Witness Whereof, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

HERNANDO COUNTY PROPERTY APPRAISER
("Property Appraiser")

Date

By: _____
Randy Mazourek

BENTON HILLS COMMUNITY DEVELOPMENT
DISTRICT ("District")

Date

By: _____
Martha Schiffer
Chairman

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

9

STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 22nd day of May 2024, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and Benton Hills CDD, whose address is P.O. Box 810036 Boca Raton, FL 33481("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Benton Hills Subdivision and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

**WITHLACOOCHIE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Signature

Printed Name of Customer

Printed Name and Title

Title

Date

EXHIBIT A

[Insert legal description of the Property]

EXHIBIT B

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
211	12' Wadsworth Aluminum Pole	22
960	100W Equiv. Traditionarie LED	22

EXHIBIT C

<u>Type</u>	<u>Description</u>	<u>Rate</u>
211	12' Wadsworth Aluminum Pole	\$10.00
960	100W Equiv. Traditionarie LED	\$13.00



**WITHLACOOCHEE
RIVER
ELECTRIC
COOPERATIVE, INC.**

INVOICE

Customer

Name	Benton Hills CDD
Attn	Dev Patel
Address	P.O. Box 810036 Boca Raton,FL 33481

Date 03/19/25

WREC W.O. Number

Job Location

Account Number 2306372

Qty	Description	Unit Price	TOTAL
1	2 Month for 22 type 211 lights and 22 type 960 poles	\$1,060.00	\$1,060.00
1	5 year for 22 type 211 lights and 22 type 960 poles	\$22,030.00	\$22,030.00
TOTAL			\$23,090.00

Please remit to: **W.R.E.C.**
Attn: Michael Gulvin, Engineering Dept.
30461 Commerce Drive
San Antonio, FL 33576

For questions regarding this statement, please contact: **Michael Gulvin at Extension # 1130**
Cost Estimates are valid for 6 months from the date listed above

30461 Commerce Drive, San Antonio, FL 33576
Phone (352) 588-5115 / Fax (352) 567-4376

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-05

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BENTON
HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE
LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND
PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, District records are available for public review and inspection at the offices of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WHEREAS, the District is statutorily required to designate a local District records office location for the purposes of affording citizens the ability to access certain of the District’s records, promoting the disclosure of matters undertaken by the District and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BENTON HILLS COMMUNITY
DEVELOPMENT DISTRICT:**

1. LOCAL DISTRICT RECORDS OFFICE. The District’s local records office shall be located at the following address:

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**BENTON HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 202,886	\$ -	\$ -	\$ 202,886
Due from general fund	-	-	1,290	1,290
Deposits	72,465	-	-	72,465
Total assets	<u>\$ 275,351</u>	<u>\$ -</u>	<u>\$ 1,290</u>	<u>\$ 276,641</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 1,647	\$ 1,647
Due to Landowner	-	5,989	1,290	7,279
Accrued wages payable	61	-	-	61
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>6,061</u>	<u>5,989</u>	<u>2,937</u>	<u>14,987</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	15,252	-	-	15,252
Total deferred inflows of resources	<u>15,252</u>	<u>-</u>	<u>-</u>	<u>15,252</u>
Fund balances:				
Restricted for:				
Debt service	-	(5,989)	-	(5,989)
Unassigned	254,038	-	-	254,038
Total fund balances	<u>254,038</u>	<u>(5,989)</u>	<u>(1,647)</u>	<u>246,402</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 275,351</u>	<u>\$ -</u>	<u>\$ 1,290</u>	<u>\$ 276,641</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 212,505	\$ 212,529	100%
Assessment levy: off-roll	-	45,756	61,008	75%
Landowner contribution	-	40,722	459,913	9%
Total revenues	-	298,983	733,450	41%
EXPENDITURES				
Professional & administrative				
Supervisors	-	430	-	N/A
Management/accounting/recording**	2,049	12,049	48,000	25%
Legal	878	2,013	25,000	8%
Engineering	1,055	1,700	2,000	85%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	45	53	250	21%
Printing & binding	42	250	500	50%
Legal advertising	-	365	6,500	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	90	548	750	73%
Meeting room rental	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	4,176	23,091	103,090	22%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Management fee	1,500	9,000	54,000	17%
Landscape maintenance	12,500	62,500	225,000	28%
Replacement/extra	210	420	20,000	2%
Irrigation repairs	-	-	5,000	0%
Lights, signs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Street & sidewalks	-	-	2,500	0%
Miscellaneous repairs & replacement	-	-	15,000	0%
Access control/monitoring	-	-	40,000	0%
Access control/internet	-	-	2,000	0%
Access control/maintenance	-	-	5,000	0%
Holiday lights	-	-	5,000	0%
Utilities				
Electric common	210	901	25,000	4%
Electric well	46	186	5,000	4%
Streetlights	1,760	7,058	50,000	14%
Electric- amenity	-	-	50,000	0%
Amenity				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Janitorial	-	-	20,000	0%
Gym equipment	-	-	35,000	0%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone- pool/clubhouse	-	-	1,200	0%
Alarm monitoring	-	-	5,160	0%
Property insurance	-	3,868	20,000	19%
Total field operations	<u>16,226</u>	<u>83,933</u>	<u>630,360</u>	13%
Other fees & charges				
Property appraiser	-	6,145	-	N/A
Tax collector	-	4,251	-	N/A
Total other fees & charges	<u>-</u>	<u>10,396</u>	<u>-</u>	N/A
Total expenditures	<u>20,402</u>	<u>117,420</u>	<u>733,450</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(20,402)	181,563	-	
OTHER FINANCING SOURCES				
Net change in fund balances	(20,402)	181,563	-	
Fund balances - beginning	<u>274,440</u>	<u>72,475</u>	<u>-</u>	
Fund balances - ending	<u>\$ 254,038</u>	<u>\$ 254,038</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES	-	-
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(5,989)	(5,989)
Fund balances - ending	<u>\$ (5,989)</u>	<u>\$ (5,989)</u>

**BENTON HILLS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Capital outlay	\$ 357	\$ 357
Total expenditures	357	357
Excess/(deficiency) of revenues over/(under) expenditures	(357)	(357)
Fund balances - beginning	(1,290)	(1,290)
Fund balances - ending	\$ (1,647)	\$ (1,647)

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Benton Hills Community Development District held a Regular Meeting on February 20, 2025 at 11:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604.

Present:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Harriet Stone	Assistant Secretary
Alexus James	Assistant Secretary

Also present:

Kristen Suit	District Manager
Bennett Davenport (via telephone)	District Counsel
Brian Malmberg	District Engineer
Ashton Bligh (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:33 a.m.

Supervisors Schiffer, Germino, and Supervisor-Elect Stone, were present. Supervisor Noble was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [Seat 3 - Erika Filotas, Seat 4 - Martha Schiffer, Seat 5 - Harriet Stone] (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 and Harriett Stone.

Mr. Davenport explained the following items and discussed public records law and requests, keeping personal and CDD-related communications and documents separate from each other, etc.:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office

FOURTH ORDER OF BUSINESS

**Acceptance of Resignation of Garth Noble
[Seat 1]**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the resignation of Garth Noble from Seat 1, was accepted.**

FIFTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 1; Term Expires November
2026**

Ms. Schiffer nominated Ms. Alexis James to fill Seat 1.

No other nominations were made.

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the appointment of Ms. Alexis James to Seat 1, was approved.**

- **Administration of Oath of Office to Newly Appointed Supervisor**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Alexis James.

SIXTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2025-01. The results of the Landowners' Election were as follows:

Seat 3	Erika Filotas	289 Votes	4-Year Term
Seat 4	Martha Schiffer	289 Votes	4-Year Term
Seat 5	Harriet Stone	280 Votes	2-Year Term

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

SEVENTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2025-02.

Ms. Schiffer nominated the following slate:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Harriet Stone	Assistant Secretary
Alexus James	Assistant Secretary
Erika Filotas	Assistant Secretary

This Resolution removes the following from the Board:

Garth Noble	Chair
John Kakridas	Assistant Secretary

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

Craig Wrathell	Secretary
----------------	-----------

107 Kristen Suit Assistant Secretary
108 Craig Wrathell Treasurer
109 Jeff Pinder Assistant Treasurer
110

111 **On MOTION by Ms. Schiffer and seconded by Ms. Stone, with all in favor,**
112 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
113 **District and Providing for an Effective Date, was adopted.**
114
115

116 **EIGHTH ORDER OF BUSINESS**

116 **Presentation of Restated First**
117 **Supplemental Engineer's Report**
118

119 Mr. Malmberg presented the Restated First Supplemental Engineer's Report, focusing
120 on Assessment Area One. He noted the following:

121 ➤ Assessment Area One is comprised of Phases 1 and 1A with a total of 269 units of
122 various sizes.

123 ➤ The 2025 Project relating to Assessment Area One includes, generally stated, public
124 roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation,
125 the differential cost of undergrounding electrical conduit, soft costs, etc.

126 ➤ The 2025 Project Estimated Cost is \$ 14,518,211.

127 ➤ The roadways and utilities will be turned over to the County for Operation and
128 Maintenance (O&M) and the remaining items will be turned over to the CDD for O&M.

129 Mr. Davenport asked, and Mr. Malmberg responded to the following question:

130 **Mr. Davenport:** Can you confirm that the costs in the Engineer's Report are reasonable?

131 **Mr. Malmberg:** Yes. These costs are based on estimates of local projects of the same
132 similar size and scope and they all are reasonable for the area we are working in.
133

134 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**
135 **the Restated First Supplemental Engineer's Report, in substantial form, was**
136 **approved.**
137
138

NINTH ORDER OF BUSINESS**Presentation of Amended and Restated
First Supplemental Special Assessment
Methodology Report**

Ms. Suit presented the Amended and Restated First Supplemental Special Assessment Methodology Report. She noted the following:

➤ A total of 269 residential units of various sizes are anticipated in Assessment Area One; the overall estimated total number of units for the entire development is 659.

➤ The District intends to issue Series 2025 Special Assessment Bonds in the estimated principal amount of \$4,580,000 to fund an estimated \$4,066,352.50 in total Capital Improvement Plan (CIP) costs, with the balance of the CIP costs of \$10,451,858.50 anticipated to be contributed by the Developer.

Ms. Suit reviewed Tables 1 through 6, which detail the Development Plan, 2025 Project Costs, Preliminary Sources and Uses of Funds, Benefit Allocation, 2025 Project Cost Allocation, and Bond Assessment Apportionment.

Mr. Davenport asked, and Ms. Suit responded to the following question:

Mr. Davenport: Can you confirm that the assessments have been reasonably allocated in the Methodology?

Ms. Suit: Yes.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Amended and Restated First Supplemental Special Assessment Methodology Report, in substantial form, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Authorizing the Issuance of its Benton Hills Community Development District Special Assessment Bonds (Hernando County, Florida), Series 2025 (Assessment Area One Project) (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the form of and Authorizing the

Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and its Use by the Underwriter in Connection With the Offering for Sale of the Series 2025 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Repealing Resolution No. 2023-07; Providing an Effective Date and for Other Purposes

Ms. Bligh presented Resolution 2025-03, known as the Delegation Resolution, which accomplishes the following:

- Amends and restates Resolution 2023-07, in its entirety.
- Serves as the Supplemental Resolution, which was contemplated when the original bond resolution was adopted in 2022.
- Contains various exhibit documents to sell one series of bonds for the primary purpose of providing funds for the Assessment Area One Project, as described in the Engineer's Report.
- Includes the First Supplemental Trust Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum, Rule 15C-212 Certificate, and Continuing Disclosure Agreement.

- 213 ➤ Contains the findings required by Florida law to have a private offering.
- 214 ➤ Sets forth the parameters by which the bonds can be issued.
- 215 ➤ Authorizes the Chair, Secretary or their respective designees to execute and deliver
- 216 documents and instruments regarding the issuance of the Series 2025 bonds.
- 217 ➤ Repeals the prior Delegation Resolution adopted in 2023.

218 In response to a question about the number of units in Assessment Area One, Ms. Bligh

219 stated that she will ensure that the necessary numbers will be updated in the attached

220 documents, where necessary.

221 Mr. Davenport noted that the documents attached to the Resolution are not in final

222 form; they can be changed, updated and adjusted, as necessary.

223

224 **On MOTION by Ms. Stone and seconded by Ms. Schiffer, with all in favor,**

225 **Resolution 2025-03, Authorizing the Issuance of its Benton Hills Community**

226 **Development District Special Assessment Bonds (Hernando County, Florida),**

227 **Series 2025 (Assessment Area One Project) (the "Series 2025 Bonds");**

228 **Determining Certain Details of the Series 2025 Bonds and Establishing Certain**

229 **Parameters for the Sale Thereof; Approving the form of and Authorizing the**

230 **Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the**

231 **Negotiated Sale of the Series 2025 Bonds; Approving the Form of and**

232 **Authorizing the Execution and Delivery of a Bond Purchase Contract With**

233 **Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the**

234 **Underwriter Named Therein; Approving the Form of and Authorizing the**

235 **Distribution of a Preliminary Limited Offering Memorandum Relating to the**

236 **Series 2025 Bonds and its Use by the Underwriter in Connection With the**

237 **Offering for Sale of the Series 2025 Bonds; Approving the Execution and**

238 **Delivery of a Final Limited Offering Memorandum Relating to the Series 2025**

239 **Bonds; Approving the Form of and Authorizing the Execution and Delivery of a**

240 **Continuing Disclosure Agreement; Providing for the Application of the Series**

241 **2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed**

242 **Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025**

243 **Bonds; Making Certain Declarations; Repealing Resolution No. 2023-07;**

244 **Providing an Effective Date and for Other Purposes, was adopted.**

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247 **ELEVENTH ORDER OF BUSINESS**

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Consideration of Resolution 2025-04,

Setting Forth the Specific Terms of the

District's Special Assessment Bonds, Series

2025; Making Certain Additional Findings

and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Suit presented Resolution 2025-04 and read the title.

Mr. Davenport stated that the changes can be made, as necessary.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-04, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Consideration of Forms of Issuer's Counsel Documents

Mr. Davenport presented the following:

- A. Collateral Assignment Agreements**
- B. Completion Agreement**
- C. Declaration of Consent**
- D. Disclosure of Public Finance**
- E. Notice of Special Assessments**
- F. True Up Agreement**

On MOTION by Ms. Schiffer and seconded by Ms. Stone, with all in favor, the Forms of Issuer's Counsel Documents, including the Collateral Assignment Agreements, Completion Agreement, Declaration of Consent, Disclosure of Public Finance, Notice of Special Assessments, and True Up Agreement, all in substantial form, were approved.

THIRTEENTH ORDER OF BUSINESS**Ratification Items**

Ms. Suit presented the following:

- A. Acquisition of Phase 1 Improvements**
- B. Bill of Sale [Phase 1 Irrigation Improvements]**
- C. SOLitude Lake Management, LLC Pond Maintenance Services Agreement**
- D. Onorato's Landscape Design of Tampa Bay, Inc. Agreement for Landscape Maintenance Services**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Acquisition of Phase 1 Improvements; Bill of Sale for Phase 1 Irrigation Improvements; SOLitude Lake Management, LLC Pond Maintenance Services Agreement, in the amount of \$210 per month; and the Onorato's Landscape Design of Tampa Bay, Inc. Agreement for Landscape Maintenance Services, in the amount of \$16,150 per month, were ratified.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-05,
Designating the Location of the Local
District Records Office and Providing an
Effective Date**

This item was deferred.

FIFTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2024**

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

SIXTEENTH ORDER OF BUSINESS**Approval of Minutes**

A. August 15, 2024 Public Hearings and Regular Meeting

B. November 5, 2024 Landowners' Meeting

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the August 15, 2024 Public Hearings and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Davenport stated that the bulk of the bond documents to come before the Board were approved at this meeting. He does not anticipate the need for a meeting before the issuance. He will provide updates of any legislative matters that might impact CDDs.

B. District Engineer: Coastal Engineering Associates, Inc.

Mr. Malmberg stated that Phase 1 should be cleared within the next 30 days and Phase 1A is likely 60 to 90 days out. Construction of the Amenity Center commenced. Phases 2 and 3 are in the permitting phase.

Ms. Suit stated that the monuments are insured; however, she was advised by several insurance companies that, going forward, they will no longer insure new PVC and vinyl fences.

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

- NEXT MEETING DATE: March 20, 2025 at 11:30 AM

- QUORUM CHECK

The March 20, 2025 and April 17, 2025 meetings will be canceled.

EIGHTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

NINETEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

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363 TWENTIETH ORDER OF BUSINESS

Adjournment

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365 On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
366 the meeting adjourned at 12:07 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

BENTON HILLS

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS



Denise LaVancher

Hernando County Supervisor of Elections

16264 Spring Hill Drive
Brooksville, FL 34604
P: 352.754.4125 • F: 352.754.4425

April 15, 2025

Benton Hills Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Ms. Gillyard:

As of April 15, 2025, there are no registered voters within the Benton Hills Community Development District.

Should you need any further assistance, please do not hesitate to contact me.

Sincerely,

Claudia Billotte
Candidate Specialist/Voter Services
Hernando County Supervisor of Elections
16264 Spring Hill Drive
Brooksville, FL 34604

Enclosure

Date 4/15/2025
Time 08:28 AM

Denise LaVancher
Supervisor of Elections
Active Voters by District/Precinct

Hernando County, FL

BENTON HILLS

	<u>Dem</u>	<u>Rep</u>	<u>NPA</u>	<u>Other</u>	<u>Total</u>	<u>White</u>	<u>Black</u>	<u>Hispanic</u>	<u>Other</u>	<u>Male</u>	<u>Female</u>	<u>Other</u>
540 HILLSIDE COMMUNITY BAF	0	0	0	0	0	0	0	0	0	0	0	0
BENTON HILLS	0	0	0	0	0	0	0	0	0	0	0	0

BENTON HILLS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Greater Hernando County Chamber of Commerce 15588 Aviation Loop Drive, Brooksville, Florida 34604</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024 CANCELED	Regular Meeting	11:30 AM
November 5, 2024	Landowners' Meeting	9:00 AM
November 21, 2024 CANCELED	Regular Meeting	11:30 AM
December 19, 2024 CANCELED	Regular Meeting	11:30 AM
January 16, 2025 CANCELED	Regular Meeting	11:30 AM
February 20, 2025	Regular Meeting	11:30 AM
March 20, 2025 CANCELED	Regular Meeting	11:30 AM
April 17, 2025 CANCELED	Regular Meeting	11:30 AM
May 15, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	11:30 AM
July 17, 2025	Regular Meeting	11:30 AM
August 21, 2025	Regular Meeting	11:30 AM
September 18, 2025	Regular Meeting	11:30 AM