

**MANGROVE POINT  
AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 14, 2025**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
REGULAR MEETING  
AGENDA**

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

**Mangrove Point and Mangrove Manor**  
**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**

March 7, 2025

**ATTENDEES:**

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

Board of Supervisors  
Mangrove Point and Mangrove Manor Community Development District

Dear Board Members:

The Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District will hold a Public Hearing and Regular Meeting on March 14, 2025 at 9:45 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisor Ryan Zook - Seat 5 *(the following to be provided in a separate package)*
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-05, Amending Resolution 2025-04 to Reset the Date, Time, and Location of the Public Hearing Regarding the Adoption of Rules Relating to Parking Enforcement; Ratifying Publication of Notice of Such Hearing; and Providing an Effective Date
6. Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement
  - A. Affidavits of Publication

- Notice of Rule Development
  - Notice of Rulemaking
- B. Consideration of Resolution 2025-06, Adopting Rules Relating to Parking Enforcement; Ratifying the Actions of the District Manager to Provide Notice Thereof; and Providing for Severability and an Effective Date
7. Consideration of Resolution 2025-07, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
8. Consideration of Resolution 2025-08, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring Certain Project Complete; Providing Direction to District Staff; Finalizing Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date [PROJECT COMPLETION RESOLUTION FOR 2022 PROJECT]
9. Consideration of Resolution 2025-09, Authorizing Requisition 4 From the Series 2022 Acquisition and Construction Account of the Capital Improvement Revenue Bonds, Series 2022; Providing Additional Authorization; Providing for Severability, Conflicts, and an Effective Date
10. Consideration of Resolution 2025-10, Recognizing Satisfaction of Contributions for the 2022 Assessments; Providing Additional Authorization; Providing for Severability, Conflicts, and an Effective Date [CONTRIBUTION RESOLUTION FOR 2022 ASSESSMENTS]
11. Consideration of Resolution 2025-11, 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
12. Consideration of Resolution 2025-12, Setting a Public Hearing to Adopt the Rules Relating to Common Area Pond and Enforcement; and Providing for Severability and an Effective Date
- Presentation of Common Area Pond & Enforcement Rules
13. Consideration of Resolution 2025-13, Authorizing Trespass Enforcement and the Issuance of Correspondence Regarding the Same; Providing a Severability Clause; and Providing an Effective Date [TRESPASS AUTHORIZATION]

14. Consideration of Adams Global Company, LLC Towing Agreement
15. Acceptance of Unaudited Financial Statements as of January 31, 2025
16. Approval of January 10, 2025 Regular Meeting Minutes
17. Staff Reports
  - A. District Counsel: *Kutak Rock, LLP*
  - B. District Engineer: *Halff Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 11, 2025 at 9:45 AM

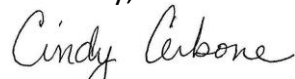
- QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	WILLIAM HUGHES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOSH TEPPER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

18. Board Members' Comments/Requests
19. Public Comments
20. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 867 327 4756**

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS**

## RESOLUTION 2025-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT THAT:

**SECTION 1.** The following is/are elected as Officer(s) of the District effective January 10, 2025:

Christian Cotter is elected Chair

Mary Moulton is elected Vice Chair

William Hughes is elected Assistant Secretary

Josh Tepper is elected Assistant Secretary

Ryan Zook is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of January 10, 2025:

Ty Vincent Assistant Secretary

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2025.**

ATTEST:

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

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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



**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-04 TO RESET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING REGARDING THE ADOPTION OF RULES RELATING TO PARKING ENFORCEMENT; RATIFYING PUBLICATION OF NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and

**WHEREAS**, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2025-04, resetting a public hearing to adopt the Rules Relating to Parking Enforcement, pursuant to Chapter 190, *Florida Statutes*, for February 14, 2025, at 9:45 a.m. at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610; and

**WHEREAS**, the Board desires to reset the public hearing to be held on March 14, 2025, at 9:45 a.m. at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, and has caused or will cause published notices to be provided with the new public hearing information, consistent with the requirements of Chapter 190, *Florida Statutes*; and.

**WHEREAS**, the Board desires to reset and notice the amended public hearing date.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. PUBLIC HEARING RESET.** Resolution 2025-04 is hereby amended to reflect that the public hearing is reset to be held at the following date, time, and location:

Date: March 14, 2025

Time: 9:45 a.m.

Location: Offices of Forestar  
4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

**SECTION 2. RESOLUTION 2025-04 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2025-04 continue in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 14th day of March, 2025.

ATTEST:

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**6A**

Serial Number  
25-00394H

# Business Observer

Published Weekly  
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Tampa, Hillsborough County, Florida; that the attached copy of advertisement,

being a Notice of Rule Development by the Mangrove Point and Mangrove Manor CDD

in the matter of Mangrove Point and Mangrove Manor CDD Parking Rules Development (Parking Rules)

in the Court, was published in said newspaper by print in the issues of 2/7/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

**NOTICE OF RULE DEVELOPMENT  
BY THE MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
(PARKING RULES)**


In accordance with Chapters 120 and 190, Florida Statutes, the Mangrove Point and Mangrove Manor Community Development District ("District") hereby give notice of its intent to develop a rule entitled Rule Relating to Overnight Parking and Parking Enforcement. The purposes and effects of the rules are to provide for towing of cars on District-owned roads and other property. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, Florida Statutes. Public hearings will be conducted by the District on March 14, 2025, at 9:45 a.m. at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

Additional information regarding these public hearings may be obtained from the District's website, <https://www.mangrovepointandmangrovermanorcdd.net/> or by contacting the District Manager, Cindy Cerbone, at [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com) or by calling (561) 571-0010. A copy of the proposed rules may be obtained by contacting the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glade Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Cindy Cerbone, District Manager

February 7, 2025

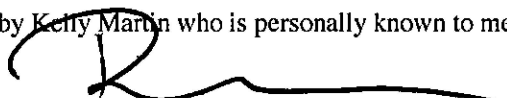
25-00394H

  
\_\_\_\_\_  
Kelly Martin

Sworn to and subscribed, and personally appeared by physical presence before me,

7th day of February, 2025 A.D.

by Kelly Martin who is personally known to me.

  
\_\_\_\_\_  
Notary Public, State of Florida  
(SEAL)



Pamela A Nelson  
Comm.: HH 277515  
Expires: Aug. 23, 2026  
Notary Public - State of Florida

Serial Number  
25-00408H

# Business Observer

Published Weekly  
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Tampa, Hillsborough County, Florida; that the attached copy of advertisement,


being a Notice of Rulemaking, Parking Rules

in the matter of Mangrove Point and Mangrove Manor CDD Notice of Rulemaking Public Hearing on 3/14/25 @ 9:45 AM

in the Court, was published in said newspaper by print in the issues of 2/14/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

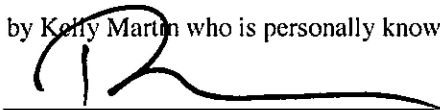
\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

  
Kelly Martin

Sworn to and subscribed, and personally appeared by physical presence before me,

14th day of February, 2025 A.D.

by Kelly Martin who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Pamela A. Nelson  
Comm.: HH 277515  
Expires: Aug. 23, 2026  
Notary Public - State of Florida

## NOTICE OF RULEMAKING FOR THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT (PARKING RULES)

Public hearings will be conducted by the Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District ("District") on March 14, 2025, at 9:45 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to promulgate a rule entitled Rule Relating to Overnight Parking and Parking Enforcement. The purposes and effects of the rules are to provide for towing of cars on District-owned roads and other property. The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, Florida Statutes. Prior notice of rule development was published in the Business Observer on February 7, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

The public hearings may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearings, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearings is asked to advise the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010 (hereinafter, the "District Office") at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A copy of the proposed rules may be obtained by contacting the District Manager's Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Cindy Cerbone, District Manager

February 14, 2025

25-00408H

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**6B**

## RESOLUTION 2025-06

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING ENFORCEMENT; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida;

**WHEREAS**, the District owns and maintains certain common areas that are located within the boundaries of the District ("**District Property**");

**WHEREAS**, unauthorized vehicles or vessels on District Property restrict the District's vendors from performing their responsibilities and may pose a danger or cause a hazard to the health, safety, and welfare of District, its residents, its infrastructure, and the general public;

**WHEREAS**, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(15) and 190.012(3), Florida Statutes, to establish a parking enforcement rule for District Property and to fine owners of vehicles hazarding parked on District Property and/or have the vehicles towed from District Property, provided that the District follows the authorization and notice and procedural requirements in Section 715.07, Florida Statutes; and

**WHEREAS**, the District desires to adopt a *Parking Enforcement Rule* ("**Rule**") in accordance with the provisions of Section 715.07, Florida Statutes, authorize the engagement of a towing operator to tow unauthorized vehicles or vessels, and provide for the operation and enforcement of the Rule as set forth herein;

**WHEREAS**, the Board scheduled the date of the public hearing, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Hillsborough County, Florida, consistent with the requirements of the Act; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The District Manager's actions in setting the public hearing are hereby ratified.



**SECTION 2.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 3.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of March, 2025.

**ATTEST:**

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Parking Enforcement Rule

## **Exhibit A: Parking Enforcement Rule**

## **EXHIBIT A**

### **MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT *RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT***

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In accordance with Chapter 190, Florida Statutes, and on March 14, 2025 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District ("District") adopted the following rule to govern overnight parking and parking enforcement on certain District property.

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1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. **PARKING RULES.**

#### ***General***

- a. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

#### ***Clubhouse***

- h. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District's amenity manager.
- i. Golf cart parking spaces are for golf cart use only.

3. **TOWING/REMOVAL PROCEDURES.**

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
  - b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
  - c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
4. **OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
5. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: March 14, 2025

## CDD ROADWAY OWNERSHIP – MANGROVE POINT AND MANGROVE MANOR CDD



**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

## RESOLUTION 2025-07

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR 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 FOR AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Mangrove Point and Mangrove Manor Community Development District (“**District**”) prior to June 15, 2025, a 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 MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

**1. APPROVING PROPOSED BUDGET.** 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.

**2. SETTING HEARING.** The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** 9:45 AM  
**LOCATION:** offices of Forestar  
4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

**3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGETS.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED** this 14th day of March, 2025.

ATTEST:

**MANGROVE POINT AND MANGROVE  
MANOR 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

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
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**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 01/31/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 103,687				\$ 103,687
Allowable discounts (4%)	(4,147)				(4,147)
Assessment levy: on-roll - net	99,540	95,367	\$ 4,173	\$ 99,540	99,540
Total revenues	99,540	95,367	4,173	99,540	99,540
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	16,000	32,000	48,000	48,000
Legal	15,000	392	14,608	15,000	15,000
Engineering	10,000	272	9,728	10,000	10,000
Audit	4,400	-	4,400	4,400	4,400
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	333	667	1,000	1,000
EMMA software service	1,000	1,000	-	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	67	133	200	200
Postage	500	-	500	500	500
Printing & binding	500	167	333	500	500
Legal advertising	2,000	2,113	-	2,113	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,720	5,408	-	5,408	5,720
Contingencies/bank charges	500	246	254	500	500
Property appraiser & tax collector	3,629	1,905	1,724	3,629	3,629
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	99,539	28,078	71,262	99,340	99,539
Excess/(deficiency) of revenues over/(under) expenditures	1	67,289	(67,089)	200	1
Fund balance - beginning (unaudited)	56,356	64,623	131,912	64,623	64,823
Fund balance - ending (projected)					
Assigned					
Working capital	29,306	29,306	11,500	11,500	29,306
Unassigned	27,051	102,606	53,323	53,323	35,518
Fund balance - ending	\$ 56,357	\$ 131,912	\$ 64,823	\$ 64,823	\$ 64,824

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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.</p>	
Legal	15,000
<p>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.</p>	
Engineering	10,000
<p>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.</p>	
Audit	4,400
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
EMMA software service	1,000
Dissemination agent	1,000
<p>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 &amp; Associates serves as dissemination agent.</p>	
Trustee	5,500
Telephone	200
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	2,000
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	5,720
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Property appraiser & tax collector	3,629
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 99,539</u></u>

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2022  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 01/31/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 506,199				\$ 506,199
Allowable discounts (4%)	(20,248)				(20,248)
Net assessment levy - on-roll	485,951	\$ 465,614	\$ 20,337	\$ 485,951	485,951
Interest	-	3,728	-	3,728	-
Total revenues	485,951	469,342	20,337	489,679	485,951
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	145,000	-	145,000	145,000	150,000
Interest	322,365	161,182	161,183	322,365	316,855
Property appraiser & tax collector	17,717	9,301	8,416	17,717	17,717
Total expenditures	485,082	170,483	314,599	485,082	484,572
Excess/(deficiency) of revenues over/(under) expenditures	869	298,859	(294,262)	4,597	1,379
Fund balance:					
Beginning fund balance (unaudited)	311,972	346,281	645,140	346,281	311,972
Ending fund balance (projected)	<u>\$312,841</u>	<u>\$ 645,140</u>	<u>\$ 350,878</u>	<u>\$ 350,878</u>	<u>313,351</u>
Use of fund balance:					
Debt service reserve account balance (required)					(117,059)
Interest expense - November 1, 2026					(155,578)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 40,714</u>

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2022 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			158,427.50	158,427.50	7,430,000.00
05/01/26	150,000.00	3.800%	158,427.50	308,427.50	7,280,000.00
11/01/26			155,577.50	155,577.50	7,280,000.00
05/01/27	160,000.00	3.800%	155,577.50	315,577.50	7,120,000.00
11/01/27			152,537.50	152,537.50	7,120,000.00
05/01/28	165,000.00	4.000%	152,537.50	317,537.50	6,955,000.00
11/01/28			149,237.50	149,237.50	6,955,000.00
05/01/29	170,000.00	4.000%	149,237.50	319,237.50	6,785,000.00
11/01/29			145,837.50	145,837.50	6,785,000.00
05/01/30	180,000.00	4.000%	145,837.50	325,837.50	6,605,000.00
11/01/30			142,237.50	142,237.50	6,605,000.00
05/01/31	185,000.00	4.000%	142,237.50	327,237.50	6,420,000.00
11/01/31			138,537.50	138,537.50	6,420,000.00
05/01/32	195,000.00	4.000%	138,537.50	333,537.50	6,225,000.00
11/01/32			134,637.50	134,637.50	6,225,000.00
05/01/33	200,000.00	4.250%	134,637.50	334,637.50	6,025,000.00
11/01/33			130,387.50	130,387.50	6,025,000.00
05/01/34	210,000.00	4.250%	130,387.50	340,387.50	5,815,000.00
11/01/34			125,925.00	125,925.00	5,815,000.00
05/01/35	220,000.00	4.250%	125,925.00	345,925.00	5,595,000.00
11/01/35			121,250.00	121,250.00	5,595,000.00
05/01/36	230,000.00	4.250%	121,250.00	351,250.00	5,365,000.00
11/01/36			116,362.50	116,362.50	5,365,000.00
05/01/37	240,000.00	4.250%	116,362.50	356,362.50	5,125,000.00
11/01/37			111,262.50	111,262.50	5,125,000.00
05/01/38	250,000.00	4.250%	111,262.50	361,262.50	4,875,000.00
11/01/38			105,950.00	105,950.00	4,875,000.00
05/01/39	260,000.00	4.250%	105,950.00	365,950.00	4,615,000.00
11/01/39			100,425.00	100,425.00	4,615,000.00
05/01/40	270,000.00	4.250%	100,425.00	370,425.00	4,345,000.00
11/01/40			94,687.50	94,687.50	4,345,000.00
05/01/41	280,000.00	4.250%	94,687.50	374,687.50	4,065,000.00
11/01/41			88,737.50	88,737.50	4,065,000.00
05/01/42	295,000.00	4.250%	88,737.50	383,737.50	3,770,000.00
11/01/42			82,468.75	82,468.75	3,770,000.00
05/01/43	305,000.00	4.375%	82,468.75	387,468.75	3,465,000.00
11/01/43			75,796.88	75,796.88	3,465,000.00
05/01/44	320,000.00	4.375%	75,796.88	395,796.88	3,145,000.00
11/01/44			68,796.88	68,796.88	3,145,000.00
05/01/45	335,000.00	4.375%	68,796.88	403,796.88	2,810,000.00
11/01/45			61,468.75	61,468.75	2,810,000.00
05/01/46	350,000.00	4.375%	61,468.75	411,468.75	2,460,000.00

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2022 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/46			53,812.50	53,812.50	2,460,000.00
05/01/47	365,000.00	4.375%	53,812.50	418,812.50	2,095,000.00
11/01/47			45,828.13	45,828.13	2,095,000.00
05/01/48	385,000.00	4.375%	45,828.13	430,828.13	1,710,000.00
11/01/48			37,406.25	37,406.25	1,710,000.00
05/01/49	400,000.00	4.375%	37,406.25	437,406.25	1,310,000.00
11/01/49			28,656.25	28,656.25	1,310,000.00
05/01/50	420,000.00	4.375%	28,656.25	448,656.25	890,000.00
11/01/50			19,468.75	19,468.75	890,000.00
05/01/51	435,000.00	4.375%	19,468.75	454,468.75	455,000.00
11/01/51			9,953.13	9,953.13	455,000.00
05/01/52	455,000.00	4.375%	9,953.13	464,953.13	-
<b>Total</b>	<b>7,430,000.00</b>		<b>5,311,347.54</b>	<b>12,741,347.54</b>	



**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Assessment	Assessment	Assessment	Total
<u>Product/Parcel</u>	<u>Units</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
TH	286	\$ 166.08	\$ 810.78	\$ 976.86	\$ 976.86
SF 50'	203	276.79	1,351.31	1,628.10	1,628.10
<b>Total</b>	<b>489</b>				

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

## RESOLUTION 2025-08

### [PROJECT COMPLETION RESOLUTION FOR 2022 PROJECT]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING CERTAIN PROJECT COMPLETE; PROVIDING DIRECTION TO DISTRICT STAFF; FINALIZING ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

#### *Background*

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously issued the \$7,850,000 Capital Improvement Revenue Bonds, Series 2022 (“**Bonds**”), secured by the “**Assessments**,” and in order to finance a portion of its “**Project**”); and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the trust indentures for the Bonds, the District Engineer has executed and delivered an “**Engineer’s Certificate**,” attached hereto as **Exhibit A**, wherein the District Engineer certified the Project complete; and

**WHEREAS**, the District’s Assessment Consultant similarly has executed and delivered a “**District Certificate**,” attached hereto as **Exhibit B**, wherein the District’s Assessment Consultant has made certain certifications relating to the completion of the Project; and

**WHEREAS**, in reliance upon the Engineer’s Certificate and District Certificate, the District’s Board of Supervisors (“**Board**”) desires to certify the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*, and to establish a date of the completion for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. **AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. **ACCEPTANCE OF ENGINEER'S CERTIFICATE AND DISTRICT CERTIFICATE.** The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit A**, and District Certificate, attached hereto as **Exhibit B**, and certifies the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*. The Completion Date, as that term is defined in the Indenture, shall be the date upon which the applicable reserve release condition(s) have been met for the reserve accounts for the Bonds, any such released reserves have been transferred into the acquisition and construction accounts, and the balance of the proceeds from the acquisition and construction accounts for the Bonds have been spent on the Project.

4. **DIRECTION TO DISTRICT STAFF.** District Staff is directed to notify the Trustee for the Bonds of the completion of the Project, and to effect any final transfers of funds from the reserve accounts and acquisition and construction accounts for the Bonds, and close the acquisition and construction accounts, upon completion of such transfers.

5. **FINALIZATION OF ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the assessment resolutions levying the Assessments, and because the Project is complete, the Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Project. Because all of the original construction proceeds from the Bonds were used to construct the Project, respectively, and all contribution requirements (if any) were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Assessments are hereby finalized in the amount of the outstanding debt due on the Bonds, respectively, in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the assessment resolutions and reports adopted for the levy of the Assessments, as well as the Final Assessment Lien Roll on file with the District Manager.

6. **REAL ESTATE CONVEYANCES; PERMITS.** In connection with the Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of improvements, work product and land ((i) and (ii) together, "**Conveyances**"). All such Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

**7. MUTUAL RELEASE.** Because the Project is complete, the District hereby authorizes execution of mutual releases in the form attached hereto as **Exhibit C**.

**8. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**9. TRUE-UP PAYMENTS.** As set forth in **Exhibit B**, all true-up obligations are deemed satisfied at this time.

**10. GENERAL AUTHORIZATION.** The Chairman, members of the Board and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**11. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the assessment resolutions levying the Assessments which remain in full force and effect. This Resolution and the assessment resolutions levying the Assessments shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**12. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 14th day of March, 2025.

ATTEST:

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** District Engineer's Certificate  
**Exhibit B:** District Certificate  
**Exhibit C:** Mutual Release of Obligations

**EXHIBIT A**

**ENGINEER'S CERTIFICATE  
REGARDING COMPLETION OF 2022 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Mangrove Point and Mangrove Manor  
Community Development District

U.S. Bank Trust Company, National Association, as Trustee

RE: Certificate of Completion for 2022 Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the following District's 2022 Project ("**Project**") as described in the *Engineer's Report*, dated November 11, 2021. This Certificate is intended to evidence the completion of the Project undertaken by the District.

To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. The Project has been completed in substantial compliance with the specifications, and are capable of performing the functions for which they were intended.
2. Based on our review of the requisitions and information provided by the District Manager, all labor, services, materials, and supplies used in the Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
3. All plans, permits and specification necessary for the operation and maintenance of the Project improvements are complete and on file with the District Engineer and have been transferred to the District or other appropriate governmental entity having charge of such operation and maintenance.
4. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

**HALFF ASSOCIATES, INC.**

\_\_\_\_\_  
Kyle Thornton, P.E.  
Florida Registration No. \_\_\_\_\_  
District Engineer

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, P.E., an authorized representative of Halff Associates, Inc., as District Engineer of the Mangrove Point and Mangrove Manor Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT B**

**DISTRICT CERTIFICATE  
REGARDING COMPLETION OF 2022 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Mangrove Point and Mangrove Manor Community Development District

U.S. Bank Trust Company, National Association, as Trustee

RE:     Certificate of Completion for 2022 Project  
        District Assessment Consultant Certifications

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the following District's 2022 Project ("**Project**") which was funded in part by the District's Special Assessment Revenue Bonds, Series 2022 ("**Bonds**"), which were secured in part by the 2022 Assessments ("**Assessments**"). This Certificate is intended to make certain certifications relating to the completion of the Project undertaken by the District.

To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of the District's Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1.       The total cost of the Project is greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project. Further, The District has spent substantially all monies from the applicable construction account for the Project. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, no credit is due in connection with finalizing the Assessment.
2.       Based on inquiry of the District Engineer, the benefits to the lands subject to the Assessments from the completed Project continues to be sufficient to support the applicable Assessments. Moreover, Assessments continue to be fairly and reasonably allocated consistent with the applicable assessment resolutions and reports.
3.       The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of the Assessments to meet target levels, repay impact fee credits, or otherwise offset assessments.
4.       As of the date hereof, no rebate amount is due and owing to the federal government with respect to the Bonds.
5.       The Assessments are sufficient to pay the remaining debt service on the Bonds.
6.       Based on a review of the applicable plats for lands within the District, no true-up is presently due and owing at this time for any of the Assessments.

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

**WRATHELL, HUNT AND ASSOCIATES, LLC**

By: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, on behalf of Wrathell, Hunt and Associates, LLC, as Assessment Consultant for the Mangrove Point and Mangrove Manor Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### MUTUAL RELEASE

This Mutual Release ("**Release**") is made and entered into by and between:

**MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida ("**District**"), and

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, with a mailing address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**").

### RECITALS

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary developer of certain lands within the boundaries of the District; and

**WHEREAS**, the District previously issued its \$7,850,000 Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**"), to finance a portion of its 2022 Project ("**Project**"); and

**WHEREAS**, in connection with the Bonds, the District entered into certain agreements with the Developer, including a completion agreement, collateral assignment agreement, and acquisition agreement (together, "**Developer Agreements**"); and

**WHEREAS**, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**1. RECITALS.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**2. MUTUAL RELEASES.** The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby

acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds.

In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and the Developer Agreements or the Bonds.

**3. ASSESSMENTS.** Nothing in this Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments owed to the District and levied on lands owned by the Developer.

**4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute this Release to be effective as of the \_\_\_\_ day of \_\_\_\_\_,  
2025.

**MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FORESTAR (USA) REAL ESTATE GROUP INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

## RESOLUTION 2025-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING REQUISITION 4 FROM THE SERIES 2022 ACQUISITION AND CONSTRUCTION ACCOUNT OF THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022; PROVIDING ADDITIONAL AUTHORIZATION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

**WHEREAS**, the District previously issued its Capital Improvement Revenue Bonds, Series 2022 ("**Bonds**") in order to finance the District's "2022 Project" ("**Project**"), secured by the "**Assessments**"; and

**WHEREAS**, in connection with the issuance of the Bonds, certain construction monies, in the amount of \$117,058.60 ("**Additional Construction Proceeds**"), were originally placed in the Series 2022 Reserve Account, as defined in the *First Supplemental Trust Indenture*, dated April 1, 2022 ("**Supplemental Indenture**") for the protection of the bondholders until certain release conditions are met detailed in the Supplemental Indenture ("**Release Condition(s)**"); and

**WHEREAS**, upon satisfaction of the Release Conditions, detailed below, \$70,235.16 and any additional funds available will be released into the Series 2022 Acquisition and Construction Account:

"(i) all homes within the District have been built, sold and closed with end-users and (ii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2022 Bonds;" and

**WHEREAS**, the District previously acquired from Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Developer**"), public infrastructure within Mangrove Manor and Mangrove Point ("**Acquisitions**"), including:

- Acquisition of Mangrove Manor Phase 1 Utilities & Roadways, Mangrove Manor Phase 2 Utilities & Roadways, and Mangrove Point Phase 1 Utilities & Roadways; and

- Acquisition of Mangrove Point Phase 1 Roadways, Mangrove Point Phase 1 Stormwater, Mangrove Point Phase 2 & 3 Roadways, Mangrove Point Phase 2 & 3 Stormwater, Mangrove Manor Phase 2 Stormwater

**WHEREAS**, at the time of the Acquisitions certain amounts were still owed to contractors (remaining balances and retainage) from the Developer and the Developer agreed to timely make payment for all remaining amounts owed and to ensure that no liens were placed on the property; and

**WHEREAS**, as of the date of this Resolution, the Developer has further paid to contractors the remainder of the amounts owed to contractors at the time of the Acquisition ("**Additional Acquisition Payment**"), as further identified in **Exhibit A** attached hereto; and

**WHEREAS**, the District desires to authorize the payment of Requisition 4, in substantially the form attached hereto as **Exhibit A**, in order to fund a portion of the Additional Acquisition Payment.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** The foregoing recitals are incorporated herein as true and correct findings of the District's Board of Supervisors.

**2. AUTHORIZATION FOR REQUISITION 4.** Requisition 4 is hereby approved for payment, in substantially the form attached hereto as **Exhibit A**, provided however that Requisition 4 shall not be paid until after the satisfaction of Release Conditions, as evidenced by submittal of the necessary certifications required under the Supplemental Indenture for the Bonds.

**3. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**4. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**5. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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



**PASSED AND ADOPTED** this 14th day of March, 2025.

**ATTEST:**

**BOARD OF SUPERVISORS OF THE  
MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibits:** Requisition 4

**MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022**  
(Acquisition and Construction)

The undersigned, a Responsible Officer of the Mangrove Point and Mangrove Manor Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **4**
- (B) Identify Acquisition Agreement, if applicable: ***Acquisition Agreement, dated January 24, 2022***
- (C) Name of Payee pursuant to Acquisition Agreement: ***Forestar (USA) Real Estate Group Inc.***
- (D) Total Amount Payable: **\$70,235.16, as well as any remaining balances available in the construction account when Release Condition is satisfied.**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): ***Subsequent Payments Made from Developer to Contractor for Improvements acquired through the previous Acquisition of Mangrove Manor Phase 1 Utilities & Roadways, Mangrove Manor Phase 2 Utilities & Roadways, and Mangrove Point Phase 1 Utilities & Roadways Improvements, as evidenced in Exhibit A attached hereto.***

EVENT	AMOUNT
Supplemental Costs Paid for Acquisition of Mangrove Manor Phase 1 Utilities & Roadways, Mangrove Manor Phase 2 Utilities & Roadways, and Mangrove Point Phase 1 Utilities & Roadways	\$135,438.30

- (G) Fund or Account and subaccount, if any, from which disbursement to be made:  
***Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2022 Project; and
4. each disbursement represents a Cost of the 2022 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested, and/or applicable real estate deeds and other documents for disbursements related to land acquisitions, are on file with the District.

**MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2022 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**10**

## RESOLUTION 2025-10

### [CONTRIBUTION RESOLUTION FOR 2022 ASSESSMENTS]

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING SATISFACTION OF CONTRIBUTIONS FOR THE 2022 ASSESSMENTS; PROVIDING ADDITIONAL AUTHORIZATION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

**WHEREAS**, the District previously issued its \$7,850,000 Capital Improvement Revenue Bonds, Series 2022 (“**2022 Bonds**”), in order to finance the District’s “**2022 Project**”; and

**WHEREAS**, also in connection with the issuance of the 2022 Bonds, and pursuant to Resolutions 2022-25, 2022-28, and 2022-34 (together, “**Assessment Resolutions**”), the District levied non-ad valorem special assessments to secure the repayment of the 2022 Bonds (“**2022 Assessments**”); and

**WHEREAS**, the *Final Supplemental Special Assessment Methodology*, dated April 1, 2022, which was adopted as part of the Assessment Resolutions, recognizes a contribution obligation of \$823,909.99 for the 2022 Assessments (“**2022 Contribution Obligation**”) from the project developer, Forestar (USA) Real Estate Group Inc. (“**Developer**”); and

**WHEREAS**, the Developer has expended funds to develop and/or acquire certain public infrastructure for the 2022 Project in the amount of at least the 2022 Contribution Obligation,<sup>1</sup> and, accordingly, has requested that the District recognize the satisfaction of the 2022 Contribution Obligation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

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<sup>1</sup> The Developer constructed and funded off-site improvements in the total amount of \$3,046,776.68, as identified in the construction contract and final pay application attached hereto as **Exhibit A**. After completion, the Developer conveyed the improvements to the Florida Department of Transportation, as evidenced in Exhibit B attached hereto.

**1. CONTRIBUTION.** The District acknowledges and declares that the Developer has contributed infrastructure and/or monies in order to satisfy the 2022 Contribution Obligation.

**2. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**3. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the Assessment Resolutions levying the 2022 Assessments which remain in full force and effect. This Resolution and the Assessment Resolutions levying the 2022 Assessments shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

**PASSED AND ADOPTED** this 14th day of March, 2025.

**ATTEST:**

**BOARD OF SUPERVISORS OF THE  
MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Mangrove Point and Mangrove Manor Construction Contract and Final Pay Application

**Exhibit B:** Letter from FDOT Accepting Improvements

## EXHIBIT A

Original Contract Amount:	\$2,889,901.25
Change Order #7:	\$16,538.00
Change Order #8:	\$18,844.75
Change Order #9:	\$21,474.68
Change Order #10:	\$100,018.00
<b>Total:</b>	<b>\$3,046,776.68</b>

**EXHIBIT B**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

2822 Leslie Road  
Tampa, FL 33619

KEVIN J. THIBAUT, P.E.  
SECRETARY

March 10, 2022

David Desilet  
Lincks & Associates, Inc  
5023 West Laurel Street  
Tampa, FL 33607

RE: US 41 & Leisey Rd Intersection Improvements  
Permit #'s 2020-A-796-00028, 2020-D-796-00028, 2020-D-796-00049, 2020-H-796-00745  
Section 10 060 0000, MP 10.985, SR-45, Hillsborough County.

Dear David:

The Department is issuing a Notice of Acceptance for this site. We do not assume liability or responsibility for the construction, material, or maintenance of the access connections. Should traffic operations be put at a hazard using these access connections, we will seek to make corrections at the permittee's expense.

With this acceptance, we are returning the Performance Bond # 1087408 to you as the agent for principal.

Sincerely,

DocuSigned by:  
*Brian Kelly*  
8FE9F27CA6D84FA...

Brian Kelly  
Tampa Operations Permits Inspector  
2822 Leslie Road  
Tampa, FL 33619

[www.fdot.gov](http://www.fdot.gov)



**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR 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 Mangrove Point and Mangrove Manor 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 MANGROVE POINT AND MANGROVE MANOR 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 14th day of March, 2025.

ATTEST:

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION <i>Offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2025	Regular Meeting	9:45 AM
November 14, 2025	Regular Meeting	9:45 AM
December 12, 2025	Regular Meeting	9:45 AM
January 9, 2026	Regular Meeting	9:45 AM
February 13, 2026	Regular Meeting	9:45 AM
March 13, 2026	Regular Meeting	9:45 AM
April 10, 2026	Regular Meeting	9:45 AM
May 8, 2026	Regular Meeting	9:45 AM
June 12, 2026	Regular Meeting	9:45 AM
July 10, 2026	Regular Meeting	9:45 AM
August 14, 2026	Regular Meeting	9:45 AM
September 11, 2026	Regular Meeting	9:45 AM

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**12**

**RESOLUTION 2025-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
MANGROVE POINT AND MANGROVE MANOR COMMUNITY  
DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO ADOPT  
RULES RELATING TO COMMON AREA POND AND ENFORCEMENT;  
AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in the Hillsborough County, Florida;

**WHEREAS**, the District owns and maintains certain common areas that are located within the boundaries of the District ("**District Property**");

**WHEREAS**, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(15) and 190.012(3), Florida Statutes, to adopt rules relating to common area pond and enforcement; and

**WHEREAS**, the Board has determined that it is in the best interest of the district to adopt the Common Area Pond and Enforcement Rules;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to consider the proposed Common Area Pond and Enforcement Rules, a copy of which is attached hereto as **Exhibit A**. The Public Hearing will be held at the following date, time and location:

**DATE:** \_\_\_\_\_

**TIME:** 9:45 AM

**LOCATION:** Offices of Forestar  
4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

**SECTION 2.** The District Secretary is directed to publish notice of rule development and rulemaking regarding the public hearing in accordance with the Act and Section 120.54, Florida Statutes.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of March, 2025.

**ATTEST:**

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Common Area Pond & Enforcement Rules

**Exhibit A:**  
Common Area Pond & Enforcement Rules

# **MANGROVE MANOR AND MANGROVE POINTE COMMUNITY DEVELOPMENT DISTRICT**

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**COMMON AREA POND & ENFORCEMENT RULES**

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**PART 1: Mangrove Manor and Mangrove Pointe Community  
Development District  
Common Area Pond Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

Effective Date: \_\_\_\_\_, 2025

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**In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Mangrove Manor and Mangrove Pointe Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**LAKE OR POND AREAS**

The ponds throughout the community are not designed for swimming or boating. However, District residents may use the ponds for fishing as set forth herein. (NOTE: Only District residents and their guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that individuals wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.

10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

NOTE: Except as set forth herein, no individual (other than the District and/or its contractors) shall have access to any property of the District, and any such prohibited access shall constitute a trespass, enforceable in accordance with the District's rules and Florida law.

#### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

#### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

#### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

**PART 2: Mangrove Manor and Mangrove Pointe Community  
Development District  
Disciplinary and Enforcement Rule**

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: \_\_\_\_\_, 20\_\_

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**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Mangrove Manor and Mangrove Pointe Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the properties owned and managed by the District.

**2. Suspension of Rights.** The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to access the District's property for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the District's property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to abide by any District rules and policies;
- d. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- e. Damages or destroys District property;
- f. Trespasses on District property and/or otherwise enters District property without authorization from the District Staff; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

**3. Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person

will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

4. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

5. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

6. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**13**

## **RESOLUTION 2025-13**

### **[TRESPASS AUTHORIZATION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING TRESPASS ENFORCEMENT AND THE ISSUANCE OF CORRESPONDENCE REGARDING THE SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mangrove Point and Mangrove Manor Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purposes of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District owns and/or has responsibility for certain real property within its boundaries, including, but not limited to, amenity and recreational facilities, recreational water bodies which also perform stormwater management functions, and parks and common areas (“**District Property**”); and

**WHEREAS**, the Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District (“**Board**”) adopted policies prohibiting, among other things, trespassing on the District Property referenced in **Exhibit 1**; and

**WHEREAS**, the District desires to secure the assistance of the County Sheriff’s Office or such other law enforcement agencies as may be available, to prevent trespassing on District Property in contravention of those policies.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. AUTHORITY REGARDING ENFORCEMENT OF TRESPASS LAWS; FORM OF TRESPASS LETTER.** The Board hereby authorizes the District Manager, representatives of Wrathell Hunt & Associates, LLC, as District Manager, the Chair or Vice Chairperson of the Board, and additional individuals to be identified by the District Manager, to act on behalf of the District with respect to the enforcement of the District’s rules and policies, including, but not limited to, taking any actions necessary to the enforcement and/or prosecution of trespass violations on the District’s behalf and pursuant to Florida law. In addition, the Board hereby authorizes the District Manager to issue to the County Sherriff’s Office a copy of this resolution and the trespass letter, as updated from time to time by the District Manager and attached hereto substantially in form as **Exhibit 2**. The District Manager shall cause any individual exercising trespass authority to sign the waiver and release form attached hereto as **Exhibit 3**.

**SECTION 2. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District.

**PASSED AND ADOPTED** on the 14th day of March, 2025.

ATTEST:

**MANGROVE POINT AND MANGROVE  
MANOR COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 1:** Common Area Pond and Enforcement Rule  
**EXHIBIT 2:** Letter Regarding Trespass Enforcement  
**EXHIBIT 3:** Volunteer Waiver & Release Form

## EXHIBIT 1



# **MANGROVE MANOR AND MANGROVE POINTE COMMUNITY DEVELOPMENT DISTRICT**

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**COMMON AREA POND & ENFORCEMENT RULES**

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**PART 1: Mangrove Manor and Mangrove Pointe Community  
Development District  
Common Area Pond Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

Effective Date: \_\_\_\_\_, 2025

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**In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Mangrove Manor and Mangrove Pointe Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**LAKE OR POND AREAS**

The ponds throughout the community are not designed for swimming or boating. However, District residents may use the ponds for fishing as set forth herein. (NOTE: Only District residents and their guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that individuals wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.

10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

NOTE: Except as set forth herein, no individual (other than the District and/or its contractors) shall have access to any property of the District, and any such prohibited access shall constitute a trespass, enforceable in accordance with the District's rules and Florida law.

#### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

#### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

#### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

**PART 2: Mangrove Manor and Mangrove Pointe Community  
Development District  
Disciplinary and Enforcement Rule**

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: \_\_\_\_\_, 20\_\_

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**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Mangrove Manor and Mangrove Pointe Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the properties owned and managed by the District.

**2. Suspension of Rights.** The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to access the District's property for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the District's property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to abide by any District rules and policies;
- d. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- e. Damages or destroys District property;
- f. Trespasses on District property and/or otherwise enters District property without authorization from the District Staff; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

**3. Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person

will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

4. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

5. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

6. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**EXHIBIT 2**

**Mangrove Point and Mangrove Manor Community Development District**

c/o Wrathell Hunt & Associates, LLC

2300 Glades Road #410W

Boca Raton, Florida 33431

\_\_\_\_\_, \_\_\_, 2025

Hillsborough County Sheriff's Office

\_\_\_\_\_  
\_\_\_\_\_

Re: Mangrove Point and Mangrove Manor Community Development District Authorization  
for Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Mangrove Point and Mangrove Manor Community Development District ("**District**"), a local unit of special-purpose government located in Hillsborough County, Florida, and am writing on behalf of the District. Please accept this letter as authorization for the County Sheriff's Office to order trespassers to leave the District's property and to otherwise enforce section 810.09, *Florida Statutes*, or any other applicable law related to trespasses on the District's property. For purposes of this authorization, "trespassers" refers to any person who, without being authorized, licensed or invited, willfully enters upon or remains on the District's property, as determined by any of the Authorized Representatives (defined below).

Pursuant to District Resolution 2025-\_\_\_\_, a copy of which is attached, the following individuals (together, "**Authorized Representatives**") are authorized to contact law enforcement officers in Pasco County, Florida and provide this written authorization to law enforcement officers for the purpose of enforcing the District's policy and Florida law: (a) \_\_\_\_\_, the District's Manager; (b) any employees of Wrathell Hunt & Associates, LLC, as District Manager; (c) \_\_\_\_\_ and/or \_\_\_\_\_ as Chairperson / Vice-Chairperson of the District's Board of Supervisors; and (d) \_\_\_\_\_. The Board of Supervisors and staff of the Mangrove Point and Mangrove Manor Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions regarding this authorization, please contact me at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
By: \_\_\_\_\_  
District Manager

**Attachment A:** Resolution 2025-\_\_\_\_

**EXHIBIT 3**  
**WAIVER AND RELEASE OF LIABILITY**  
**FOR VOLUNTEER SERVICES**

**WAIVER AND RELEASE OF LIABILITY  
FOR VOLUNTEER SERVICES**

*Mangrove Point and Mangrove Manor Community Development District*

This Waiver and Release of Liability ("**Release**") is executed by \_\_\_\_\_ ("**Volunteer**"), who hereby releases the Mangrove Pointe and Mangrove Manor Community Development District ("**District**"), and its present, former, and future supervisors, staff, officers, managers, lawyers, engineers, employees, representatives and agents, and all of the successors and assigns of the foregoing (together, "**Released Parties**"). The Volunteer desires to provide volunteer services for the following District activity:

**ASSIST WITH TRESPASS ENFORCEMENT AS AUTHORIZED BY RESOLUTION 2025-\_\_\_\_\_**

Volunteer understands that the scope of Volunteer's relationship with the District is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Volunteer is not an employee of District and has no authority to act on behalf of District except as expressly authorized above; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's involvement in the above-listed activity. The following additional provisions apply:

1. **Waiver and Release:** In consideration for allowing Volunteer to participate in the above-referenced activity, the sufficiency and adequacy of which are hereby acknowledged by Volunteer, I, the Volunteer, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Released Parties from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my participation as a volunteer to the District, including any and all on-site or off-site activities related to the services or properties of the District, and any transportation provided by the District to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my participation in any and all of these activities. I understand that the District is not responsible for personal property lost or stolen while participating in these activities.
2. **Insurance:** Further I understand that District does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property.
3. **Medical Treatment:** I hereby release and forever discharge the District from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with District.



4. **Rules:** I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time.
5. **Other.** This Release shall be governed by and interpreted in accordance with the laws of the State of Florida, and is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I agree that if any portion of this Release is deemed invalid, that the remainder will remain in full force and effect. Nothing in this Release shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

**I am of legal age (18 years or older) and am freely signing this Release. I have read this Release and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.**

Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Participant

Signature: \_\_\_\_\_  
(if Participant is 18 years of age or older)

Parent/Guardian

Signature: \_\_\_\_\_ n/a \_\_\_\_\_  
(if Participant is a minor child)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number (home): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, the District may be required to disclose the information you submit to us. Under certain circumstances, the District may only be required to disclose part of the information submitted to the District. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**14**

## TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**ADAMS GLOBAL COMPANY, LLC**, a Florida limited liability company, with a mailing address of 11008 US Highway 41 S A, Gibsonton, Florida 33534 ("**Contractor**").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies, defined below, and more particularly described in **Exhibit A** ("**Services**"); and

**WHEREAS**, the District has adopted that certain *Rules Relating to Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit B**, and as may be amended from time to time by the Board of Supervisors ("**Board**") of the District ("**Parking Policies**"); and

**WHEREAS**, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

**WHEREAS**, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District's designated representatives, who shall be the District Manager ("**District Representatives**"), and the current members of the Board of Supervisors of the District. All such Services shall be performed only at the times specified in the Parking Policies. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor at a storage facility site meeting the requirements as set forth in Section 715.07, *Florida Statutes*, including but not limited to the distance from point of removal and public access requirements.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
- D. Exhibit A is solely provided for purposes of clarifying the scope of Services. In the event any terms of Exhibit A conflict the terms or provisions provided in this Agreement, the terms of this Agreement shall control.

**SECTION 3. COMPENSATION.** The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

**SECTION 4. EFFECTIVE DATE; TERM; TERMINATION.** This Agreement shall become effective on the date first written above and shall remain in effect through September 30, 2025, and shall automatically renew each District fiscal year thereafter for additional one-year terms, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding any other term of this Agreement, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination.

**SECTION 5. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000

<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

**SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.**

- A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

**SECTION 8. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 12. ASSIGNMENT.** Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

**A. If to the District:** Mangrove Point and Mangrove Manor Community  
Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Adams Global Company, LLC  
11008 US Hwy 41 South A  
Gibson, Florida 33547  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name

or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**SECTION 15. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Andrew Kantarzhi** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, [KANTARZHIA.WHHASSOCIATES.COM](mailto:KANTARZHIA.WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 16. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

**SECTION 17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 18. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 19. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof;

and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 20. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 21. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 22. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 23. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

**SECTION 24. ANTI-HUMAN TRAFFICKING STATEMENT.** Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

**SECTION 25. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law. If Contractor is found to have submitted a false statement or is prohibited from doing business with the District under Florida law, the District may immediately terminate the Contract.

**SECTION 26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.



**SECTION 27. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

ATTEST:

**MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors

WITNESS:

**ADAMS GLOBAL COMPANY, LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Firas AL Samerqie  
Title: owner

**Exhibit A:** Services Proposal

**Exhibit B:** Parking Policies

## EXHIBIT A

### Scope of Services:

Towing from CDD owned roads and property within the District boundaries.

**CDD ROADWAY OWNERSHIP – MANGROVE POINT AND MANGROVE MANOR CDD**



**EXHIBIT B**

## **EXHIBIT A**

### **MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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In accordance with Chapter 190, Florida Statutes, and on March 14, 2025 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District ("District") adopted the following rule to govern overnight parking and parking enforcement on certain District property.

---

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. **PARKING RULES.**

#### ***General***

- a. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

#### ***Clubhouse***

- h. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District's amenity manager.
- i. Golf cart parking spaces are for golf cart use only.

3. **TOWING/REMOVAL PROCEDURES.**

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
  - b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
  - c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
4. **OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
5. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: March 14, 2025

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2025**



**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2025**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$287,763	\$ -	\$ -	\$ 287,763
Investments				
Revenue	-	371,420	-	371,420
Reserve	-	117,059	-	117,059
Construction	-	-	2,654	2,654
Cost of issuance	-	1	-	1
Undeposited funds	-	11,249	-	11,249
Due from general fund	-	145,411	-	145,411
Total assets	<u>\$287,763</u>	<u>\$645,140</u>	<u>\$ 2,654</u>	<u>\$ 935,557</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 4,440	\$ -	\$ -	\$ 4,440
Due to debt service fund	145,411	-	-	145,411
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>155,851</u>	<u>-</u>	<u>-</u>	<u>155,851</u>
Fund balances:				
Restricted for:				
Debt service	-	645,140	-	645,140
Capital projects	-	-	2,654	2,654
Unassigned	131,912	-	-	131,912
Total fund balances	<u>131,912</u>	<u>645,140</u>	<u>2,654</u>	<u>779,706</u>
Total liabilities and fund balances	<u>\$287,763</u>	<u>\$ 645,140</u>	<u>\$ 2,654</u>	<u>\$ 935,557</u>

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 16,040	\$ 95,367	\$ 99,540	96%
Total revenues	<u>16,040</u>	<u>95,367</u>	<u>99,540</u>	96%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	288	392	15,000	3%
Engineering	-	272	10,000	3%
Audit	-	-	4,400	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent	83	333	1,000	33%
Emma software service	-	1,000	1,000	100%
Trustee*	-	-	5,500	0%
Telephone	17	67	200	34%
Postage	-	-	500	0%
Printing & binding	42	167	500	33%
Legal advertising	-	2,113	2,000	106%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,720	95%
Contingencies/bank charges	79	246	500	49%
Property appraiser & tax collector	318	1,905	3,629	52%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,827</u>	<u>28,078</u>	<u>99,539</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	11,213	67,289	1	
Fund balances - beginning	120,699	64,623	56,356	
Assigned:				
Committed:				
3 months working capital	29,306	29,306	29,306	
Unassigned	102,606	102,606	27,051	
Fund balances - ending	<u>\$ 131,912</u>	<u>\$ 131,912</u>	<u>\$ 56,357</u>	

\*These items will be realized the year after bonds are issued.

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 78,314	\$ 465,614	\$ 485,951	96%
Interest	627	3,728	-	N/A
Total revenues	<u>78,941</u>	<u>469,342</u>	<u>485,951</u>	97%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	145,000	0%
Interest	-	161,182	322,365	50%
Property appraiser & tax collector	1,555	9,301	17,717	52%
Total expenditures	<u>1,555</u>	<u>170,483</u>	<u>485,082</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	77,386	298,859	869	
Fund balances - beginning	567,754	346,281	311,972	
Fund balances - ending	<u>\$ 645,140</u>	<u>\$ 645,140</u>	<u>\$ 312,841</u>	

**MANGROVE POINT & MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 9	\$ 39
Total revenues	<u>9</u>	<u>39</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	9	39
Fund balances - beginning	2,645	2,615
Fund balances - ending	<u><u>\$ 2,654</u></u>	<u><u>\$ 2,654</u></u>

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
MANGROVE POINT AND MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mangrove Point and Mangrove Manor Community Development District held a Regular Meeting on January 10, 2025 at 9:45 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

**Present:**

Christian Cotter	Chair
Mary Moulton	Vice Chair
Woody Hughes	Assistant Secretary

**Also present:**

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Josh Tepper	Forestar

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 9:51 a.m. The Oath of Office was administered to Mr. Woody Hughes before the meeting. Supervisors Cotter, Moulton and Hughes, were present. Supervisors Zook and Vincent were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisor [Seat 3 - Woody Hughes and Seat 5 - Ryan Zook] (the following to be provided in a separate package)**

This item was addressed during the First Order of Business.

- A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1**
- B. Membership, Obligations and Responsibilities**
- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

Acceptance of Resignation of Supervisor Ty  
Vincent [Seat 4]; Term Expires November  
2026

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the  
resignation of Mr. Ty Vincent from Seat 4, was accepted.

FIFTH ORDER OF BUSINESS

Consider Appointment of Josh Tepper to  
Fill Unexpired Term of Seat 4

Mr. Cotter nominated Mr. Josh Tepper to fill Seat 4. No other nominations were made.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the  
appointment of Mr. Josh Tepper to Seat 4, was approved.

- Administration of Oath of Office

Mr. Kantarzhi administered the Oath of Office to Mr. Josh Tepper.

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

Mr. Kantarzhi presented Resolution 2025-01 and the Landowners' Election results.

Seat 3	William Hughes	105 votes	4-Year Term
Seat 4	Ty Vincent	104 votes	2-Year Term
Seat 5	Ryan Zook	105 votes	4-Year Term

On MOTION by Mr. Cotter and seconded by Ms. Moulton, 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

Mr. Kantarzhi presented Resolution 2025-02. Ms. Moulton nominated the following:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Woody Hughes	Assistant Secretary
Josh Tepper	Assistant Secretary
Ryan Zook	Assistant Secretary

No other nominations were made. This Resolution removes the following:

Ty Vincent	Assistant Secretary
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The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Andrew Kantarzhi	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

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

**EIGHTH ORDER OF BUSINESS**

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

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

**A. Consideration of Resolution 2025-03, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023**

Mr. Kantarzhi presented Resolution 2025-03.



On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, Resolution 2025-03, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022, was adopted.

**NINTH ORDER OF BUSINESS**

Consideration of Resolution 2025-04, Setting a Public Hearing to Adopt the Rules Relating to Parking Enforcement; and Providing for Severability and an Effective Date

• **Presentation of Rule Relating to Overnight Parking and Parking Enforcement**

Mr. Earlywine discussed the roads and the proposed Rules for Parking and Parking Enforcement. Mr. Kantarzhii presented Resolution 2025-04 and read the title.

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2025-04, Setting a Public Hearing on February 14, 2025 at 9:45 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 to Adopt the Rules Relating to Parking Enforcement, in substantial form; and Providing for Severability and an Effective Date, was adopted.

**TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of November 30, 2024

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the Unaudited Financial Statements as of November 30, 2024, were accepted.

**ELEVENTH ORDER OF BUSINESS**

Approval of Minutes

- A. August 21, 2024 Public Hearing and Regular Meeting
- B. November 5, 2024 Landowners' Meeting

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the August 21, 2024 Public Hearing and Regular Meeting Minutes and November 5, 2024 Landowners' Meeting Minutes, as presented, were approved.

**TWELFTH ORDER OF BUSINESS**

Staff Reports

- A. District Counsel: Kutak Rock LLP

Mr. Earlywine asked about home sales. Ms. Moulton stated that she will confirm that, at Manor, all but one or two are sold; the sales office there was closed. At Point, construction of all the townhomes is not completed but will likely be May or June 2025 before all sales are complete. Mr. Earlywine discussed declaring the project complete in May or June 2025.

**B. District Engineer: Halff Associates, Inc.**

There was no report.

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

- **NEXT MEETING DATE: February 14, 2025 at 9:45 AM**

- **QUORUM CHECK**

**THIRTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Ms. Moulton discussed a Walmart being built on commercial property that connects into the CDD gate entering Mangrove Point. Residents will likely want the CDD to install a gate. With the CDD Board transitioning to residents, the new Board will be faced with this. There might be a townhall meeting to address this situation. Regarding whether the CDD can gate the roads, Mr. Earlywine stated that, if the CDD owns the roads but did not pay for them, the roads could be given to the HOA so the HOA can gate the CDD on the east. For the roads on the west, it would require working with the County because those are County roads.

Ms. Moulton stated it was never the Developer's intent for the CDD to be gated; as such, it is not within the budget so the Developer Board will do nothing other than relay this to the incoming resident CDD Board. Ms. Moulton directed Mr. Earlywine to prepare a Memorandum detailing what roads are owned by the CDD, who paid for the roads and what can be done. She does not think it is the CDD's obligation to go to the County.

**FOURTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 10:09 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**MANGROVE POINT AND  
MANGROVE MANOR  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610</i>		
<i><sup>1</sup>Offices of D.R. Horton, 3501 Riga Blvd., Ste 100, Tampa, Florida 33619</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2024 <b>CANCELED</b>	Regular Meeting	9:45 AM
November 5, 2024 <sup>1</sup>	Landowners' Meeting	1:00 PM
November 8, 2024 <b>CANCELED</b>	Regular Meeting	9:45 AM
December 13, 2024 <b>CANCELED</b>	Regular Meeting	9:45 AM
January 10, 2025	Regular Meeting	9:45 AM
February 14, 2025 <b>CANCELED</b>	Regular Meeting	9:45 AM
March 14, 2025	Public Hearing and Regular Meeting <i>adoption of Parking and Parking Enforcement Rule</i>	9:45 AM
April 11, 2025	Regular Meeting	9:45 AM
May 9, 2025	Regular Meeting	9:45 AM
June 13, 2025	Regular Meeting	9:45 AM
July 11, 2025	Regular Meeting	9:45 AM
August 8, 2025	Regular Meeting	9:45 AM