



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 23, 2025
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
Aquabella Clubhouse
10401 W 35th Lane
Hialeah, Florida 33018
REGULAR BOARD MEETING
October 23, 2025
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 26, 2025 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Update Regarding ButterflyMX Software Services Agreement
 - 2. Update Regarding Joint Participation Agreement and Grant of Easement
 - 3. Update Regarding Clubhouse Security Services
 - 4. Update Regarding Lake Fountain Installation
- H. New Business
 - 1. Consider Resolution No. 2025-08 – Completion of 2024 Club Acquisition Project.....Page 6
 - 2. Consider Resolution No. 2025-09 – Adopting a Fiscal Year 2024/2025 Amended Budget.....Page 10
 - 3. Consider Resolution No. 2025-10 – Goals and Objectives Annual Report.....Page 18
 - 4. Discussion Regarding Interlocal Access Agreement – Advertisements and Public Notices on County Designated Website.....Page 21
 - 5. Consider Resolution No. 2025-11 – Interlocal Access Agreement and Authorized Signatories.....Page 29
 - 6. Discussion Regarding Second Amendment to the Clubhouse Management Agreement.....Page 31
 - 7. Consider Resolution No. 2025-12 - Prohibition on the Open Carry of Firearms (F.S.790.053).....Page 35
- I. Administrative Matters
 - 1. Memorandum from BCLMR.....Page 37
- J. Board Member & Staff Closing Comments
- K. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57958	IPL0279602	Legal Ad - IPL0279602		1.0	81.0L

ATTENTION: Two Lakes Community Development District IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Two Lakes Community Development District** (the "District") will hold Regular Meetings at the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018 at **6:00 p.m.** on the following dates:

- October 23, 2025
- November 6, 2025
- February 26, 2026
- March 26, 2026
- April 23, 2026
- May 28, 2026
- June 25, 2026
- July 23, 2026
- August 27, 2026

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT
www.twolakescdd.org
PUBLISH: MIAMI HERALD
10/13/25
IPL0279602
Oct 13 2025**

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
10/13/25 Print

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Sworn to and subscribed before
me on

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JUNE 26, 2025**

A. CALL TO ORDER

District Manager Armando Silva called to order the June 26, 2025, Regular Board Meeting of the Two Lakes Community Development District at 6:03 p.m. in the Aquabella Clubhouse Meeting Room located at 10401 W 35th Lane, Hialeah, Florida 33018.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on October 10, 2024, as part of the District's Fiscal Year 2024/2025 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Joseph Noriega, Vice Chairperson Carlos Mendiluze, and Supervisors Albert Abreu, Mauricio Jaramillo, and Orlando Bracho constituted a quorum and it was in order to proceed with the meeting.

Also in attendance were: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and General Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 22, 2025, Regular Board Meeting & Public Hearing Minutes

Mr. Silva presented the minutes of the May 22, 2025, Regular Board Meeting and Public Hearing. A **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega and passed unanimously approving the May 22, 2025, Regular Board Meeting and Public Hearing minutes, as *amended*; revising certain words in section I.3 & I.5 stated by Ms. Smoker.

Note: At approximately 6:08 p.m., Mr. Silva recessed the Regular Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on May 28, 2025 & May 29, 2025, as legally required.

2. Receive Public Comments on Rulemaking for Establishment of Parking Rules and Amendment to Club Rules

Mr. Silva explained the purpose of the Rule Development Public Hearing and proceeded to open the public comment portion Public Hearing. He asked if there were any comments regarding the proposed establishment of the Parking Rules and amendment to the Club Rules, Regulations and Rates. There being no comments from the public, Mr. Silva closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2025-07 – Establishing Parking Rules and Amending Club Rules, Regulations and Rates

Mr. Silva presented Resolution No. 2025-07, entitled:

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT REVISING AND UPDATING THE AQUABELLA CLUB CLUB RULES AND REGULATIONS; REVISING AND UPDATING THE CLUB SCHEDULE OF HOURS OF OPERATION, RENTAL POLICIES, PROCEDURES AND REGULATIONS; REVISING AND UPDATING THE CLUB SCHEDULE OF DUES, FEES, CHARGES, AREAS & FEES FOR RENTAL; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Silva explained the purpose for the resolution and indicated that the Board should consider the adoption of the proposed Parking Rules and Amendment to the Club Rules, Regulations, Dues, Fees and Charges, as presented. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Jaramillo and passed unanimously to approve and adopt Resolution No. 2025-07, *as presented*; thereby establishing the Parking Rules and Amending the Club Rules, Regulations and Fees/Charges.

At approximately 6:15 p.m., Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Update Regarding Lake Fountains

Mr. Silva informed the board that the General Contractor officially submitted a contractor registration form to the City of Hialeah and the application was approved. The permit was submitted to Miami-Dade County Department of Environmental Resource Management for approval and then the permit will be resubmitted to the City of Hialeah.

2. Update Regarding Gym Upgrades

Mr. Silva informed the Board that a proposal from LIVunLtd was approved and the gym equipment has been ordered. An estimated date of arrival will be provided early next week.

3. Update Regarding Vending Machine and Ice Maker

Mr. Silva stated that District Counsel is currently working on the Vending Machine and Ice Maker Services Agreements and they will be provided by the next meeting.

I. NEW BUSINESS

1. Discussion Regarding ButterflyMX for Access Control

a) Easement for All Entrances to Aquabella

Ms. Smoker explained the purpose of the Grant of Easement between the Aquabella Community Association Inc and the District relating to the installation, maintenance, replacement, service, repair and operation of security equipment infrastructure and systems within all ingress/egress points to the District (Easement Area). A discussion ensued after which;

A **motion** was made by Mr. Jaramillo, seconded by Mr. Abreu and unanimously passed approving the Grant of Easement between the Aquabella Community Association Inc and the District, as presented.

b) Contribution Agreement between the Aquabella Homeowners Association and the District

Ms. Smoker explained the purpose of the Joint Participation Agreement between the Aquabella Community Association Inc and the District. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Abreu and unanimously passed approving the Contribution Agreement between the Aquabella Community Association Inc and the District, as presented.

c) Access Control Software Services Agreement between ButterflyMX and the District

Ms. Smoker explained the purpose of the Software and Software Reader Subscription Services Agreement between ButterflyMX, Inc and the District. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Abreu and unanimously passed approving the Software and Software Reader Subscription Services Agreement between ButterflyMX, Inc and the District, as presented.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Reminder: Statement of Financial Interest – Form 1

Mr. Silva reminded the Board that their Statement of Financial Disclosures are due July 1, 2025 and he would be sending the Board reminders about the submittal.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Silva explained that he would like to discuss the District's required publications and the costs associated with them. Mr. Silva stated that due to the closing of the Miami Daily Business Review, the District has had to advertise in The Miami Herald. Mr. Silva further explained that a standard publication costs approximately \$800 with The Miami Herald. Mr. Silva explained that this prompted his office to seek an alternative option for publications. Mr. Silva stated that his office has been in communication with the Miami-Dade County (the "County") Communications and Customer Experience Department to determine if advertising on the County's website complies with Florida Statutes. It has been determined that advertising on the County's website meets Florida Statutes requirements and the County's attorney has authorized entering into an Interlocal Agreement with Community Development Districts. Mr. Silva advised that the next step would be to have District Counsel's firm assist in the preparation of an affidavit for the publications.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and passed unanimously to adjourn the meeting at 6:36 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT FINDING AND DECLARING THE SERIES 2024 PROJECT TO BE COMPLETE; ACCEPTING SAME; AND ESTABLISHING THE THIRTY (30) DAY PERIOD PROVIDED IN SECTION 170.09, *FLORIDA STATUTES*, WITHIN WHICH PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE EXPANSION AREA OF THE DISTRICT MAY PRE-PAY THEIR DEBT ASSESSMENTS WITHOUT INTEREST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 190.046, Florida Statutes, the boundaries of the Two Lakes Community Development District (the “District”) were expanded pursuant to Ordinance No. 18-90 of Miami-Dade County, Florida, September 5, 2018, effective September 15, 2018; and

WHEREAS, Section 190.012, *F.S.*, authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructure for public benefit including, but not limited to, the acquisition of the two Aquabella Clubhouse properties and improvements, including related and appurtenant amenities, and to pay a portion of the Operation and Maintenance of the Clubhouse facilities (the “2024 Project”), which 2024 Project is more particularly described in the Second Supplemental Engineers Report, dated June 12, 2024, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report was prepared by Alvarez Engineers, Inc. (the “District Engineer”); and

WHEREAS, in order to provide funding for such public infrastructure improvements to serve the development of the lands located within the District’s original boundaries, the District issued on November 13, 2024 its \$32,675,000 Two Lakes Community Development District Special Assessment Bonds, Series 2024 (Tax-Exempt) and its \$1,595,000 Two Lakes Community Development District Special Assessment Bonds, series 2024 (Taxable) (collectively, the “Series 2024 Bonds”); and

WHEREAS, the specific public infrastructure improvements funded by the District through the issuance of the Series 2024 Bonds (the “Improvements”) (a/k/a the “2024 Project”) are described in the Engineer’s Report; and

WHEREAS, in order to provide the revenue necessary to pay the debt service on the Series 2024 Bonds, the District’s Board of Supervisors adopted Resolution No. 2024-07 on July 25, 2024, pursuant to Section 170.05, *F.S.*, levying debt special assessments on the lands located in the District’s original boundaries benefitted by the 2024 Project; and

WHEREAS, Section 170.09, *F.S.* provides that the owners of parcels of non-exempt real property within the District’s original boundaries that is subject to such a debt special assessment may pay his/her/its pro rata share of the special assessment without interest at any time within thirty (30) days after the 2024 Project is completed and a resolution accepting same has been adopted by the governing authority of the District; and

WHEREAS, the District Engineer has submitted a certificate dated September 15, 2025 to the District Board of Supervisors certifying to the District that the 2024 Project has been completed, a copy of which certificate is attached hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT THAT:

- 1. The 2024 Project, funded through the issuance of the Series 2024 Bonds is hereby declared to be complete and, by adoption of this Resolution, is accepted by the District.

- 2. Unless otherwise waived by a property owner expressly or by operation of law, the 30-day period provided in Section 170.09, *F.S.*, shall run from the date of adoption of this Resolution, within which period the owners of non-exempt real property within the District shall have the right to pre-pay without interest the debt special assessment allocated to their non-exempt real property.

PASSED, ADOPTED and EFFECTIVE this 23rd day of October, 2025.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By:_____

Print name: _____
Secretary/Assistant Secretary

By:_____

Print name: _____
Chairperson/Vice Chairperson

EXHIBIT “A”

DISTRICT ENGINEER’S CERTIFICATE

September 15, 2025

Mr. Armando Silva
District Manager
Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

**Reference: Two Lakes Community Development District
Certificate of Consulting Engineer Regarding the Completion of the Special Assessment
Bonds, Series 2024 (Tax-Exempt).**

Via Email Only: asilva@sdsinc.org

Dear Mr. Silva:

This certificate is furnished in accordance with Section 5.01(c) of the Master Indenture (the "Indenture") between Two Lakes Community Development District ("District") and Zions Bank, a Division of ZB, National Association dated as of June 1, 2017, and the Third Supplemental Trust Indenture between the District and Zions Bancorporation, National Association, as Trustee, and is intended to evidence the completion of the Special Assessment Bonds Series 2024 Project (the "Project") undertaken by the District.

As of the date of this certificate, the Project described in the District's Second Supplemental Engineer's Report (the "Club Property Acquisition") dated June 12, 2024, has been completed.

There are no amounts that need to be retained by the Trustee in the Series 2024 Project Account for costs of the Project not then due and payable. This certificate is given without prejudice to any rights against third parties which exist as of the date of this certificate, or which may subsequently come into being.

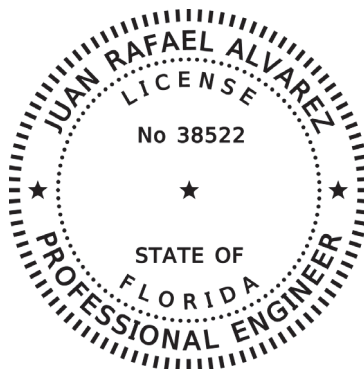
Alvarez Engineers, Inc.

**Juan R
Alvarez**

President
District Engineer

Cc Mr. Michael Pawelczyk,
District Legal Counsel
mpawelczyk@bclmr.com

Digitally signed by Juan
R Alvarez
Date: 2025.09.15
15:05:45 -04'00'



This item has been digitally signed and sealed by Juan R. Alvarez, PE on September 3, 2021.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

RESOLUTION NO. 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Two Lakes Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 23rd day of October, 2025.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Two Lakes Community Development District

**Amended Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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- V **AMENDED FINAL DEBT SERVICE FUND BUDGET - SERIES 2024**

AMENDED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Administrative Assessments	99,094	104,761	104,761
Maintenance Assessments	163,124	163,461	163,461
Debt Assessments (2017)	1,482,926	1,486,349	1,486,349
Debt Assessments (2019)	1,153,711	1,153,852	1,153,852
Other Revenue - Clubhouse	0	1,410,065	1,410,065
Interest Income - Stormwater	0	2,500	2,353
Interest Income - Operating	720	66,000	65,563
TOTAL REVENUES	\$ 2,899,575	\$ 4,386,988	\$ 4,386,404
EXPENDITURES			
Supervisor Fees	0	3,000	3,000
Payroll Taxes	0	230	230
Management	41,448	41,448	41,448
Legal	12,800	64,000	57,937
Assessment Roll	9,400	9,400	9,400
Audit Fees	5,900	5,900	5,900
Arbitrage Rebate Fee	1,300	1,300	650
Insurance	7,100	6,858	6,858
Legal Advertisements	2,500	7,600	6,592
Miscellaneous	1,200	3,000	2,769
Postage	500	2,725	2,694
Office Supplies	700	2,275	2,184
Dues & Subscriptions	175	175	175
Trustee Fees	6,500	6,500	6,500
Continuing Disclosure Fee	2,000	700	700
Administrative Contingency	2,346	1,000	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 93,869	\$ 156,111	\$ 147,037
MAINTENANCE EXPENDITURES			
Annual Engineer's Report & Inspections	2,400	10,000	8,857
Field Operations Management	1,500	1,500	1,500
Roadway/Street Drainage System	35,000	5,000	0
Lake Tract(s) Maintenance	12,000	10,000	8,138
Aquatic Maintenance	15,000	5,000	0
Lawn Maintenance	0	3,500	3,500
Miscellaneous Maintenance	0	15,210	15,210
Capital Improvements Fund	87,437	87,437	81,207
TOTAL MAINTENANCE EXPENDITURES	\$ 153,337	\$ 137,647	\$ 118,412
TOTAL CLUBHOUSE EXPENDITURES	\$ 1,321,548	\$ 1,626,827	\$ 1,357,997
TOTAL EXPENDITURES	\$ 1,568,754	\$ 1,920,585	\$ 1,623,446
REVENUES LESS EXPENDITURES	\$ 1,330,821	\$ 2,466,403	\$ 2,762,958
Bond Payments (2017)	(1,393,950)	(1,415,507)	(1,415,507)
Bond Payments (2019)	(1,084,488)	(1,098,858)	(1,098,858)
BALANCE	\$ (1,147,617)	\$ (47,962)	\$ 248,593
County Appraiser & Tax Collector Fee	(57,977)	(27,945)	(27,945)
Discounts For Early Payments	(115,954)	(110,427)	(110,427)
EXCESS/ (SHORTFALL)	\$ (1,321,548)	\$ (186,334)	\$ 110,221
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ (1,321,548)	\$ (186,334)	\$ 110,221

FUND BALANCE AS OF 9/30/24
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$1,011,937
(\$186,334)
\$825,603

Note

Fund Balance Includes Stormwater Bank Account Balance Of \$84,707.

AMENDED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
CLUBHOUSE
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
CLUBHOUSE REVENUES			
Clubhouse O&M Revenue - Extraordinary	1,321,548	1,400,000	1,400,000
Clubhouse - Rentals	0	900	900
Clubhouse - Key Fobs	0	1,665	1,665
Other Revenue - Clubhouse	0	7,500	7,500
Total Clubhouse Revenues	\$ 1,321,548	\$ 1,410,065	\$ 1,410,065
CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES			
Access Control Repairs & Maintenance	8,400	45,000	43,983
Air Conditioning Maintenance & Repairs	3,696	6,500	4,696
Electricity	96,900	36,694	36,694
Fitness Equipment Maintenance	15,000	7,000	5,973
Insurance - Property & Liability	29,400	43,894	43,894
Irrigation Repairs & Maintenance	5,700	32,000	21,135
Janitorial Supplies	30,000	1,000	571
Landscape Maintenance	50,100	105,000	100,201
Landscape Replacement (Includes Mulching)	25,200	1,000	0
Management Fees (MMI)	456,312	390,000	381,712
Management Fees (SDS)	24,000	24,000	20,000
Office Supplies/Clubhouse Supplies	10,140	18,000	16,505
Pest Control	4,800	4,800	4,217
Pool Maintenance	72,000	110,000	107,066
Pool Repairs	48,000	10,860	10,860
Property Taxes	12,000	0	0
General Repairs/Maintenance & Supplies	48,000	160,000	141,585
Security Services	250,200	270,000	213,261
Resident Special Events	40,200	30,000	25,470
Telephone, Cable, Internet	18,600	11,772	11,772
Trash Collecting/Recycling	22,080	18,000	17,396
Water & Sewer	40,800	36,000	32,031
Window Cleaning & Pressure Cleaning	10,020	8,000	5,700
Monthly Maintenance (JB Renovation)	0	30,657	30,657
Access Control Systems & Software	0	49,650	24,825
Clubhouse Fee Reimbursement	0	125,000	0
Clubhouse Expenses - Other	0	52,000	47,820
TOTAL CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES	\$ 1,321,548	\$ 1,626,827	\$ 1,348,024
Clubhouse Revenues Less Expenditures	\$ -	\$ (216,762)	\$ 62,041
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
Excess/ (Shortfall)	\$ -	\$ (216,762)	\$ 62,041
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (216,762)	\$ 62,041

FUND BALANCE AS OF 9/30/24
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$0
(\$216,762)
(\$216,762)

AMENDED FINAL BUDGET

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	500	82,000	81,347
NAV Assessment Collection	1,393,950	1,415,507	1,415,507
Prepaid Bond Collection	0	18,888	18,888
Total Revenues	\$ 1,394,450	\$ 1,516,395	\$ 1,515,742
EXPENDITURES			
Principal Payments	470,000	455,000	455,000
Interest Payments	920,750	929,850	929,850
Bond Redemption	3,700	0	0
Total Expenditures	\$ 1,394,450	\$ 1,384,850	\$ 1,384,850
Excess/ (Shortfall)	\$ -	\$ 131,545	\$ 130,892

FUND BALANCE AS OF 9/30/24	\$2,010,225
FY 2024/2025 ACTIVITY	\$131,545
FUND BALANCE AS OF 9/30/25	\$2,141,770

Notes

Reserve Fund Balance = \$696,975*. Revenue Fund Balance = \$1,425,907*.

Prepayment Account Balance = \$18,888*.

Revenue Fund Used To Fund 12/15/25 Principal & Interest Payment Of \$930,375.

(Principal: \$470,000 + Interest: \$460,375 = \$930,375).

* Approximate Amounts

Series 2017 Bond Information

Original Par Amount =	\$21,685,000	Annual Principal Payments Due:
Interest Rate =	3.25% - 5.0%	December 15th
Issue Date =	June 2017	Annual Interest Payments Due:
Maturity Date =	December 2047	June 15th & December 15th
Par Amount As Of 9/30/25 =	\$18,815,000	

AMENDED FINAL BUDGET

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	500	60,200	60,154
NAV Assessment Collection	1,084,488	1,098,858	1,098,858
Total Revenues	\$ 1,084,988	\$ 1,159,058	\$ 1,159,012
EXPENDITURES			
Principal Payments	430,000	415,000	415,000
Interest Payments	651,513	657,738	657,738
Bond Redemption	3,475	0	0
Total Expenditures	\$ 1,084,988	\$ 1,072,738	\$ 1,072,738
Excess/ (Shortfall)	\$ -	\$ 86,320	\$ 86,274

FUND BALANCE AS OF 9/30/24	\$1,502,054
FY 2024/2025 ACTIVITY	\$86,320
FUND BALANCE AS OF 9/30/25	\$1,588,374

Notes

Reserve Fund Balance = \$542,244*. Revenue Fund Balance = \$1,046,130*

Revenue Fund Used To Fund 12/15/25 Principal & Interest Payment Of \$755,756.

(Principal: \$430,000 + Interest: \$325,756 = \$755,756).

* Approximate Amounts

Series 2019 Bond Information

Original Par Amount =	\$19,050,000	Annual Principal Payments Due:
Interest Rate =	3.0% - 4.0%	December 15th
Issue Date =	September 2019	Annual Interest Payments Due:
Maturity Date =	December 2049	June 15th & December 15th
Par Amount As Of 9/30/25 =	\$17,070,000	

AMENDED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2024
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	0	72,898	70,898
Bond Proceeds (2025)	0	2,760,571	2,760,571
NAV Assessment Collection	0	0	0
Prepaid Bond Collection	0	20,533	20,533
Total Revenues	\$ -	\$ 2,854,002	\$ 2,852,002
EXPENDITURES			
Principal Payments	0	0	0
Interest Payments	0	799,633	799,633
Transfer To Construction Account	0	15,286	13,286
Bond Redemption	0	0	0
Total Expenditures	\$ -	\$ 814,919	\$ 812,919
Excess/ (Shortfall)	\$ -	\$ 2,039,083	\$ 2,039,083

FUND BALANCE AS OF 9/30/24	\$0
FY 2024/2025 ACTIVITY	\$2,039,083
FUND BALANCE AS OF 9/30/25	\$2,039,083

Notes

Reserve Fund Balance = \$1,122,271*. Interest (Taxable) Account Balance = \$67,960*

Prepayment Fund Balance = \$20,533*. Interest (Tax Exempt) Account Balance = \$828,319*

Interest Accounts To Be Used To Fund 11/1/25 Interest Payments Of \$856,750.

Prepayment Fund To Be Used To Fund 11/1/25 Extraordinary Principal Payment Of \$20,000.

Capitalized Interest Was Set-Up Through November 2025.

Capital Projects Bond Proceeds = \$31,509,429. Total Bond Proceeds = \$34,270,000.

FY 2024/2025 Cost Of Issuance = \$793,400.

Fiscal Year 2024/2025 Capital Outlay = \$31,819,061*.

* Approximate Amounts

Series 2024 Bond Information

Original Par Amount =	\$34,270,000	Annual Principal Payments Due:
Interest Rate =	5.00%	May 1st
Issue Date =	October 2024	Annual Interest Payments Due:
Maturity Date =	November 2055	November 1st
Par Amount As Of 9/30/25 =	\$34,270,000	

RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Two Lakes Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-12 on September 26, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

SECTION 3. If any provision of this Resolution 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 23rd day of October, 2025.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (YES)
- Meeting minutes and post-meeting action completed (YES)
- District records retained as required by law (YES)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (YES)
- District amended budget at end of fiscal year (YES)
- District accounts receivable/payable processed for the year (YES)
- “No findings” for annual financial audit (NO)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (YES)
- Contracted Services in force for all District operations (YES)
- Permits in compliance (YES)

**Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and _____, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

CITY CLERK

Print Name

____ day of _____, 20____

Approved as to form
and legal sufficiency:

RESOLUTION 2025-11

A RESOLUTION OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **October 23, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Joseph Noriega**, as Chair of the Board of Supervisors of the District, or **Carlos Mendiluze**, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT;

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board of Supervisors.

Section 2. That **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Joseph Noriega**, as Chair of the Board of Supervisors of the District, or **Carlos Mendiluze**, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF OCTOBER, 2025.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Secretary/Assistant Secretary

Print Name: _____

Chair / Vice-Chair, Board of Supervisors

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

**SECOND AMENDMENT TO
CLUBHOUSE MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO CLUBHOUSE MANAGEMENT AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2025, by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

MIAMI MANAGEMENT, INC., a Florida corporation, having its principal address at 14275 SW 142nd Avenue, Miami, Florida 33186 (the “Contractor”).

RECITALS

WHEREAS, the District and Contractor acknowledge and agree that they are parties to the Clubhouse Management Agreement with an effective date of November 13, 2024, followed by a First Amendment to Clubhouse Management Agreement with an effective date of February 1, 2025 (collectively, the “Agreement”); and

WHEREAS, the District and Contractor desire to amend the Agreement to remove certain costs from the Services Cost Breakdown effective October 1, 2025, and adjust the total compensation to Contractor in the Agreement accordingly; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

Section 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2. Effective as of October 1, 2025, Section 2(D) of the Agreement, entitled “Compensation” is hereby replaced, with the following:

- D.** **Compensation.** The monthly amount payable to Contractor for services provided pursuant to this Agreement shall not exceed ~~THIRTY SEVEN THOUSAND SEVENTY EIGHT AND 48/100 (37,078.48) DOLLARS~~ **THIRTY SIX THOUSAND THREE HUNDRED NINETY EIGHT AND 48/100 (\$36,398.48)** (the “Monthly Management Fee”). ~~However, the Monthly Management Fee for November 2024 will be prorated from the Effective Date of~~

~~November 13, 2024, and payable in an amount of NINETEEN THOUSAND FOUR HUNDRED SEVENTEEN AND 20/100 (\$19,417.20) DOLLARS.~~ This Monthly Management Fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with the management and operation of the Clubhouse Amenity Center. Approved reimbursables, in addition to the Monthly Management Fee are limited to the approved reimbursable expenses specifically provided for herein in Composite Exhibit A (the “Approved Reimbursables”).

Invoices shall be paid net thirty (30) days upon receipt by District. Compensation for the services provided under this Agreement is more particularly described under “Services Cost Breakdown” in Composite Exhibit A. Contractor will in good faith use its best efforts to ensure all hours as provided in Services Cost Breakdown in Composite Exhibit A are performed by personnel. District and Contractor agree that payment will only be made to Contractor for the actual number of hours worked by personnel.

If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on an Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or four (4%) percent, whichever is less, which includes burden. Any extension terms are subject to the availability of funds by the District.

Section 3. Effective as of October 1, 2025, Composite Exhibit A of the Agreement is hereby revised to:

- (a) Remove the MMI Portion of Health Insurance for Club Director in the monthly amount of \$340.00 and Annual Cost of \$4,080.00.
- (b) Remove the MMI Portion of Health Insurance for Assistant to Club Direct in the monthly amount of \$340.00 and Annual Cost of \$4,080.00.
- (c) Update the grand total for Monthly Cost accordingly to \$36,398.48.
- (d) Update the grand total for Annual Cost accordingly to \$436,781.80.

Section 4. Section 30 of the Agreement, entitled “Scrutinized Company Certification,” is hereby replaced with the following:

30. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
 - 2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
 - 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 5. In all other respects not specifically amended by this Amendment, the Agreement shall remain in full force and effect.

Section 6. This Amendment shall be effective upon execution of the Amendment by the parties; however the removal of the health insurance costs and decrease in compensation set forth in Section 2 and Section 3 of this Amendment shall be effective nunc pro tunc on October 1, 2025.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair

Date: _____, 2025

**MIAMI MANAGEMENT, INC., a Florida
corporation**

By: _____
Guillermo Cancio-Bello, President

Date: _____, 2025

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT DECLARING CLUB RULE 3.6 NULL, VOID, AND UNENFORCEABLE *AB INITIO*; DECLARING THAT THE NULL AND VOID RULE SHALL NOT BE ENFORCED; DECLARING THE DISTRICT'S INTENTION TO UNDERGO FORMAL RULEMAKING, AS SOON AS PRACTICABLE, TO REMOVE SAID VOID RULE FROM THE CLUB RULES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Two Lakes Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida; and

WHEREAS, Florida's statutory prohibition on the open carry of firearms in section 790.053, Florida Statutes, was recently struck down as unconstitutional under the Second Amendment to the United States Constitution in the appellate court decision in *McDaniels v. State*, No. 1D2023-0533 (Fla. 1st DCA Sept. 10, 2025), and in light of that decision, published guidance by the Florida Attorney General interpreting that decision, and additional guidance issued by State of Florida law enforcement agencies and other local governments, Florida law now allows the open carry of firearms throughout the State of Florida, except as otherwise prohibited by state or federal law; and

WHEREAS, under section 790.33, Florida Statutes, the District is legally preempted by state law from regulating firearms and, therefore, cannot create additional firearm-free locations beyond those recognized by state or federal law; and

WHEREAS, the District owns and operates the Aquabella Club, consisting of lands, two (2) clubhouses, and recreational amenity facilities of the District; and

WHEREAS, the District previously adopted and amended by Resolution, pursuant to applicable Florida law, the Aquabella Club Club Rules and Regulations, as revised or amended, pursuant to Resolution 2024-10, adopted by the District Board of Supervisors on September 26, 2024, and Resolution 2025-07, adopted by the District Board of Supervisors on June 26, 2025 (collectively, the "Club Rules"); and

WHEREAS, Rule 3.6 of the Club Rules provides: "Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes"; and

WHEREAS, in light of the recent change in the law regarding open carry of firearms in the State of Florida, and in light of section 790.33, Florida Statutes, the District desires to explicitly declare that Rule 3.6 of the Club Rules is null, void, and unenforceable from the date of its original enactment; and

WHEREAS, the District further desires to declare its intention to undergo, as soon as practicable, formal rulemaking pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the void Rule 3.6 from the Club Rules;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The District Board of Supervisors (the “Board”) hereby declares that Rule 3.6 of the Club Rules is null, void, and unenforceable *ab initio*.

Section 3. The District Board hereby declares that because Rule 3.6 is null and void, Rule 3.6 shall not be enforced in any manner.

Section 4. The District Board hereby declares its intention for the District to undergo formal rulemaking, as soon as practicable, pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the said void Rule 3.6 from the Club Rules and hereby directs District staff to proceed with initiating the rulemaking process.

Section 5. The District Manager, Club Manager, and other District staff are directed to take all actions consistent with this Resolution.

Section 6. All prior Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall take effect immediately upon adoption; however, the provisions of this Resolution declaring Rule 3.6 null, void, and unenforceable *ab initio* shall be effective and apply retroactively, *nunc pro tunc* (date of original enactment).

PASSED AND ADOPTED by the Board of Supervisors of the Two Lakes Community Development District at a public meeting this 23rd day of October, 2025.

Attest:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair
Board of Supervisors

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

3. Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

New Timelines and Notice Requirements:

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

4. Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.