

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
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
G.	Old Business
	1. Update Regading 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
	2. Consider Resolution No. 2025-09 – Adopting a Fiscal Year 2024/2025 Amended BudgetPage 10
	3. Consider Resolution No. 2025-10 – Goals and Objectives Annual Report
	4. Discussion Regarding Interlocal Access Agreement – Advertisements and Public Notices on County Designated Website
	5. Consider Resolution No. 2025-11 – Interlocal Access Agreement and Authorized SignatoriesPage 29
	6. Discussion Regarding Second Amendment to the Clubhouse Management Agreement
I.	Administrative Matters
	1. Memorandum from BCLMR
J.	Board Member & Staff Closing Comments
K.	Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star-Telegram The Fresno Bee The Island Packet The Kansas City Star Lexington Herald-Leader The Telegraph - Macon Merced Sun-Star Miami Herald El Nuevo Herald The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

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

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE NOTICE IS HERREBY 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:

larcher@sdsinc.org

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
|PI02079602
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 Mlami 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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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.	ADJOURNM	ENT

There being no further business to come be by Mr. Mendiluze and passed unanimous	pefore the Board, a motion was made by Mr. Noriega, seconded sly 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 <u>Exhibit "A"</u>;

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:	By:		
Print name: Secretary/Assistant Secretary	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.

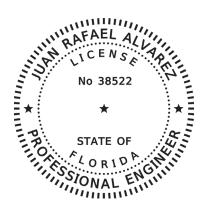
There are no amounts that need to be retained by the Trustee in the Series 2024 Project Account for costs of the Project not then due and payable. This certificate is given without prejudice to any rights against third parties which exist as of the date of this certificate, or which may subsequently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

Alvarez Engineers, Inc.

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

President
District Engineer

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



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.

<u>Section 2</u>. 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:	By:
Secretary/Assistant Secretary	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 DERT SERVICE FUND BLIDGET - SERIES 2024

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT OPERATING FUND

FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	AMENDED	YEAR
	2024/2025	FINAL	TO DATE
	BUDGET	BUDGET	ACTUAL
REVENUES	10/1/24 - 9/30/25	10/1/24 - 9/30/25	10/1/24 - 9/29/25
Administrative Assessments	99,094	·	104,761
Maintenance Assessments	163,124		163,461
Debt Assessments (2017)	1,482,926		
Debt Assessments (2019)	1,153,711		
Other Revenue - Clubhouse	C		
Interest Income - Stormwater	0	_,	
Interest Income - Operating	720		
TOTAL REVENUES	\$ 2,899,575	\$ 4,386,988	\$ 4,386,404
EXPENDITURES			
Supervisor Fees	0	·	
Payroll Taxes	0		
Management	41,448		41,448
Legal	12,800		
Assessment Roll	9,400		
Audit Fees	5,900		
Arbitrage Rebate Fee	1,300		
Insurance	7,100		
Legal Advertisements	2,500		
Miscellaneous	1,200		
Postage	500		
Office Supplies	700		
Dues & Subscriptions	175		
Trustee Fees	6,500		
Continuing Disclosure Fee	2,000		
Administrative Contingency	2,346		
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		
Aquatic Maintenance	15,000		
Lawn Maintenance	0		
Miscellaneous Maintenance	0		
Capital Improvements Fund TOTAL MAINTENANCE EXPENDITURES	\$ 87,437 \$ 153,337		\$ 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)
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	AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL
CLUBHOUSE REVENUES	10/1/24 - 9/30/25	10/1/24 - 9/30/25	10/1/24 - 9/29/25
Clubhouse O&M Revenue - Extraordinary	1,321,548		
Clubhouse - Rentals	0	900	
Cluhouse - Key Fobs	0	1,665	
Other Revenue - Clubhouse	0	7,500	
Total Cluhouse 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	
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	C
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)

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

	FISCAL YEAR	AMENDED	YEAR
	2024/2025	FINAL	TO DATE
	BUDGET	BUDGET	ACTUAL
REVENUES	10/1/24 - 9/30/25	10/1/24 - 9/30/25	10/1/24 - 9/29/25
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	
FY 2024/2025 ACTIVITY	
FUND BALANCE AS OF 9/30/25	

\$2,010,225
\$131,545
\$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).

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	

^{*} Approximate Amounts

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

REVENUES	FISCAL YEAR 2024/2025 BUDGET 0/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
Interest Income	 500		60,154
NAV Assessment Collection	1,084,488	ŕ	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	
FY 2024/2025 ACTIVITY	
FUND BALANCE AS OF 9/30/25	

\$1,502,054
\$86,320
\$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).

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	

^{*} Approximate Amounts

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

	FISCAL YEAR 2024/2025		AMENDED FINAL	YEAR TO DATE
	BUDGET		BUDGET	ACTUAL
REVENUES	10/1/24 - 9/30/25		10/1/24 - 9/30/25	10/1/24 - 9/29/25
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
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$0
\$2,039,083
\$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*.

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	

^{*} Approximate Amounts

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 <u>23rd</u> day of <u>October</u>, 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)
 - o 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 by 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 accessibly 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. <u>Recitals</u>. The foregoing recitals are approved and incorporated herein.

- 2. <u>Designation of Website</u>. 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. <u>Utilization of Website</u>. 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. <u>Term.</u> 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. <u>Extensions</u>. 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. <u>Compliance with Legal Requirements</u>. 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. <u>County Actions are Ministerial</u>. 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. <u>Services Description</u>. 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. <u>Training</u>. 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. <u>Support</u>. 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. <u>Financial Responsibility</u>. 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. <u>Costs.</u> 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. <u>Reimbursable Expenses</u>. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.
- 14. <u>Sovereign Immunity</u>. 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. <u>Termination</u>. 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. <u>Notices</u>. 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. <u>Prior Agreements</u>. 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. <u>Assignment</u>. 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. <u>Interpretation</u>. 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. <u>Severability.</u> 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. <u>Third-Party Beneficiaries</u>. 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. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. 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. <u>Amendments</u>. 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. <u>Representation of Authority</u>. 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. <u>Counterparts and Multiple Originals</u>. 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. <u>Materiality and Waiver or Breach</u>. 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

DADE COUNTY through its BOARD OF CO County Mayor or County Mayor's Design	to have made and executed this Agreement: MIAMI-DUNTY COMMISSIONERS, signing by and through its ee, authorized to execute same by Board action on gning by and through its Clerk's Office , duly authorized
MIAMI-DADE COUNTY, by and through its County Mayor or County Mayor's Design	nee
Ву:	
day of, 20	
LO	CAL 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") **INTERLOCAL** RELATING TO THE **ACCESS FOR AGREEMENT** 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 alterative, **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.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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.

<u>Section 4</u>. 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:	Print Nam	e:		
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's 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/.