



**LOS CAYOS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 17, 2025  
9:45 A.M.**

Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.loscayoscd.org](http://www.loscayoscd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
Lennar Homes, LLC  
5505 Waterford District Drive  
Miami, Fl 33126  
**REGULAR BOARD MEETING**  
September 17, 2025  
9:45 A.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. May 21, 2025 Regular Board Meeting & PH Minutes.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2025-05 – Adopting a FY 2024/2025 Amended Budget.....Page 6
  - 2. Consider Resolution No. 2025-06 – Goals & Objectives Annual Report.....Page 11
  - 3. Consider Resolution No. 2025-07 – Approval of Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website and Authorizing Signatories.....Page 14
  - 4. Consider Approval of Rule Making and Authorization for Publishing as Required for the Adoption of Rule 2025-1 Pertaining to Maintenance and Compliance with the Declaration of Restrictive, Covenant and Engineering Control Maintenance Plan (Phase 2) Relating to Protection of Groundwater and Contaminated Soil on Property Located within District Boundaries and Setting a Public Hearing for November 4, 2025 at 9:45 a.m.....Page 24
  - 5. Discussion Regarding Maintenance of Landscape & Irrigation and of the Entry Water Feature
- I. Administrative & Operational Matters
  - 1. Financial Report.....Page 36
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- J. Board Members & 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	Amount	Cols	Depth
142431	596095	Print Legal Ad-IPL01960510 - IPL0196051		\$764.59	2	51L

Attention: Los Cayos

Los Cayos Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

LArcher@sdsinc.org

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**  
**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Los Cayos Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **9:45 a.m.** on the following dates:

**October 16, 2024**  
**January 15, 2025**  
**February 19, 2025**  
**March 19, 2025**  
**April 16, 2025**  
**May 21, 2025**  
**June 18, 2025**  
**July 16, 2025**  
**August 20, 2025**  
**September 17, 2025**

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 786-347-2711 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 786-347-2711 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.

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**

**www.loscayosccd.org**  
IPL0196051  
Sep 30 2024

**PUBLISHED DAILY  
MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

09/30/24

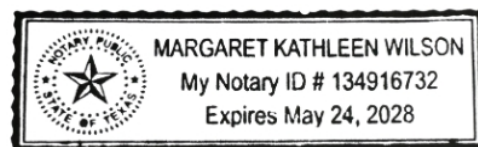
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Mary Castro*

Sworn to and subscribed before me this 30th day of September in the year of 2024

*Margaret K. Wilson*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
MAY 21, 2025**

**A. CALL TO ORDER**

The May 21, 2025, Regular Board Meeting of the Los Cayos Community Development District (the “District”) was called to order at 9:47 a.m. in the offices of Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Miami Herald* on September 30, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mrs. Perez determined that the presence of the following Board Members constituted a quorum and all was in order to proceed with the meeting: Vice Chairperson Vanessa Perez and Supervisors Raisa Krause and Carmen Orozco.

Also in attendance were District Manager Gloria Perez of Special District Services, Inc., and District Counsel Michael Pawelczyk of Billing Cochran, Lyles, Mauro & Ramsey, P.A.

**D. ADDITIONS OR DELETIONS TO 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. March 19, 2025, Regular Board Meeting**

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and passed unanimously approving the minutes of the March 19, 2025, Regular Board Meeting, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

*Mrs. Perez then recessed the Regular Board Meeting and simultaneously called to order the Public Hearing.*

**H. PUBLIC HEARING**

**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in *Miami Herald* on May 1, 2025, and May 8, 2025, as legally required

## **2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget**

Mrs. Perez opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2025/2026 final budget and non-ad valorem special assessments.

There being no comments from the public, the public comment portion of the Public Hearing was closed.

## **3. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Final Budget**

Mrs. Perez presented Resolution No. 2025-03, entitled:

### **RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2025/2026 final budget and the non-ad valorem special assessment.

A **MOTION** was made by Supervisor Orozco, seconded by Supervisor Perez and unanimously passed adopting Resolution No. 2025-03, approving the Fiscal Year 2025/2026 Final Budget, as presented and setting the fiscal year 2025/2026 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy).

*There being no further Final Budget and assessment business to conduct, Mrs. Perez adjourned the Public Hearing and simultaneously reconvened the Regular Board Meeting.*

## **I. NEW BUSINESS**

### **1. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Mrs. Perez presented Resolution No. 2025-04, entitled:

### **RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

The Board of Supervisors (the “Board”) of the **Los Cayos Community Development District** (the “District”) will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **9:45 a.m.** on the following dates:

**October 15, 2025**  
**November 4, 2025** \* *Amended Budget & Landowners’ Mtg*  
**January 21, 2026**  
**February 18, 2026**  
**March 18, 2026**  
**April 15, 2026** *Proposed Budget*  
**May 20, 2026**  
**June 17, 2026** *Final Budget*  
**August 19, 2026**  
**September 16, 2026**

\* *Change from typical meeting date to comply with statutory requirement: Second LO Mtg must be held on Election Day*

A **MOTION** was made by Supervisor Krause, seconded by Supervisor Perez and unanimously passed adopting Resolution No. 2025-04, approving the Regular Meeting Schedule for Fiscal Year 2025/2026, and authorizing the advertisement of same, as required by law.

**J. ADMINISTRATIVE & OPERATIONAL MATTERS**  
**1. Financial Report**

Mrs. Perez presented the financial statement through February, 2024, noting that available funds as of April 30, 2025, were \$66,70.35.

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Krause and passed unanimously ratifying and approving the financials, as presented.

**2. Announce Landowners’ Meeting – November 4, 2025**

Mrs. Perez advised that she had received from the Miami-Dade County Supervisor of Elections the certified elector count identifying 63 registered voters who reside in the District as of May 15, 2025, and presented the same as a handout. Since the District has neither reached the qualified elector threshold nor has it marked its 6th year, it will continue to elect Board Members by the landowner election process.

Mrs. Perez went on to announce that the Landowners’ Meeting would be held on November 4, 2025, at 9:45 a.m. at Lennar Homes, LLC, 5505 Waterford District Drive, Miami, FL 33126, for the purpose of electing Supervisors to Seats 3, 4 & 5. Seats are currently held by:

AS	Seat 3 Marc Szasz	Expires 2025
AS	Seat 4 Raisa Krause	Expires 2025
AS	Seat 5 Carmen Orozco	Expires 2025

She also noted that the announcement of the Landowners’ Meeting meets the statutory requirement of it being announced 90 days prior to the actual meeting. Landowner Meeting procedures, proxies and a sample ballot were also presented via handout.

### **3. Reminder – Statement of Financial Interests Disclosure – 2024 Form 1**

Mrs. Perez reminded the Board that for this year’s filing requirement, a completed 2024 Form 1 must be submitted prior to July 1, 2025, using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via a link at Login - Electronic Financial Disclosure Management System. She added that it appeared that the department had already started distributing reminders and links via email from Ethics Notification to File Form 1, Statement of Financial Interests.

#### **K. BOARD MEMBER & STAFF CLOSING COMMENTS**

There were no further comments.

#### **L. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 9:53 a.m. on a **MOTION** made by Supervisor Perez, seconded by Supervisor Krause and passed unanimously.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS 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 Los Cayos Community Development District (“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 LOS CAYOS 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 17<sup>th</sup> day of September, 2025.

**ATTEST:**

**LOS CAYOS  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson



Los Cayos  
Community Development District

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

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- II       AMENDED FINAL DEBT SERVICE FUND BUDGET**

**AMENDED FINAL BUDGET**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2024/2025 BUDGET 10/1/25 - 9/30/25	AMENDED FINAL BUDGET 10/1/25 - 9/30/25	YEAR TO DATE ACTUAL 10/1/25 - 8/31/25
<b>REVENUES</b>			
O & M Assessments	98,297	98,297	95,185
Developer Contribution - For 25/26	0	71,677	71,677
Debt Assessments	380,894	380,894	366,078
Interest Income	375	17,500	17,277
<b>TOTAL REVENUES</b>	<b>\$ 479,566</b>	<b>\$ 568,368</b>	<b>\$ 550,217</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	0	0	0
Management	34,000	34,000	31,167
Legal	11,500	16,500	14,268
Assessment Roll	6,000	6,000	0
Audit Fees	4,500	4,500	4,500
Arbitrage Rebate Fee	650	650	650
Insurance	6,250	5,200	5,200
Legal Advertisements	3,000	2,500	1,301
Miscellaneous	500	400	289
Postage	200	175	135
Office Supplies	500	250	198
Dues & Subscriptions	175	175	175
Website Management	2,500	2,500	2,292
Trustee Fees	4,000	4,246	4,246
Continuing Disclosure Fee	1,000	1,000	0
Dissemination Services	2,500	2,500	2,500
Return Of Unused Funds	0	644,236	644,236
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 77,275</b>	<b>\$ 724,832</b>	<b>\$ 711,157</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	3,000	10,000	7,777
Miscellaneous Maintenance	1,000	500	0
Environmental Inspections	10,000	5,000	0
Stormwater Management	1,500	750	0
Field Operations	0	0	0
Import Fill Material	0	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 15,500</b>	<b>\$ 16,250</b>	<b>\$ 7,777</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 92,775</b>	<b>\$ 741,082</b>	<b>\$ 718,934</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 386,791</b>	<b>\$ (172,714)</b>	<b>\$ (168,717)</b>
Bond Payments	(358,040)	(358,040)	(348,264)
<b>BALANCE</b>	<b>\$ 28,751</b>	<b>\$ (530,754)</b>	<b>\$ (516,981)</b>
County Appraiser & Tax Collector Fee	(9,584)	(4,627)	(4,427)
Discounts For Early Payments	(19,167)	(18,786)	(17,986)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (554,167)</b>	<b>\$ (539,394)</b>

FUND BALANCE AS OF 9/30/24	\$659,156
FY 2024/2025 ACTIVITY	(\$554,167)
FUND BALANCE AS OF 9/30/25	\$104,989

**Note**

Import Fill Balance = \$644,236.23 Less \$71,677 Needed For 25/26 Carryover = \$572,559.23 (Amount Paid To Developer)

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

	<b>FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25</b>	<b>AMENDED FINAL BUDGET 10/1/24 - 9/30/25</b>	<b>YEAR TO DATE ACTUAL 10/1/24 - 8/31/25</b>
<b>REVENUES</b>			
Interest Income	100	13,300	13,178
NAV Assessment Collection	358,040	358,040	348,264
Developer Contribution - Debt	0	139,900	139,900
<b>Total Revenues</b>	<b>\$ 358,140</b>	<b>\$ 511,240</b>	<b>\$ 501,342</b>
<b>EXPENDITURES</b>			
Principal Payments	80,000	80,000	80,000
Interest Payments	277,140	279,800	279,800
Transfer To Construction Account	0	7,500	6,564
Bond Redemption	1,000	0	0
<b>Total Expenditures</b>	<b>\$ 358,140</b>	<b>\$ 367,300</b>	<b>\$ 366,364</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 143,940</b>	<b>\$ 134,978</b>

FUND BALANCE AS OF 9/30/24	\$180,447
FY 2024/2025 ACTIVITY	\$143,940
FUND BALANCE AS OF 9/30/25	\$324,387

Notes

Reserve Fund Balance = \$179,020\*. Revenue Account Balance = \$145,367\*.

12/15/2025 Interest Payment Of \$139,900 To Be Developer Funded.

Capitalized Interest Was Set-Up Through June 2025.

Revenue Fund To Be Used To Make 12/15/25 Interest Payment Of \$138,140.

Fiscal Year 2024/2025 Capital Outlay = \$4,178,970.

\* Approximate Amounts

**Series 2025 Bond Information**

Original Par Amount =	\$5,275,000	Annual Principal Payments Due:
Interest Rate =	4.40% - 5.55%	June 15th
Issue Date =	Mar-25	Annual Interest Payments Due:
Maturity Date =	June 2054	June 15th & December 15th

Par Amount As Of 9/30/25 = \$5,195,000

## **RESOLUTION 2025-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS 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 Los Cayos 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 2024-08 on October 16, 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 1<sup>st</sup> 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 LOS CAYOS 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 17 day of September, 2025.

**ATTEST:**

**LOS CAYOS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print name: \_\_\_\_\_  
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)

## RESOLUTION 2025-07

### **A RESOLUTION OF THE LOS CAYOS 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 **September 17, 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 **Gloria Perez**, of **Special District Services, Inc.**, as District Manager, or, in the alternative, **Teresa Baluja**, as Chair of the Board of Supervisors of the District, or **Vanessa Perez**, 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 LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT, THAT;**

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

**Section 2.** That Gloria Perez, of **Special District Services, Inc.**, as District Manager, or, in the alternative, **Teresa Baluja**, as Chair of the Board of Supervisors of the District, or **Vanessa Perez**, 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 17 DAY OF September, 2025.**

**ATTEST: LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Secretary/Assistant Secretary**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Chair / Vice-Chair, Board of Supervisors**

**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 Los Cayos Community Development District, 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 1<sup>st</sup> Street  
Suite 2510  
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Los Cayos Community Development District  
C/O Special District Services  
2501 Burns Road  
Palm Beach Gardens, FL 33410  
Attn. Gloria Perez, District Manager

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**

LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

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

Teresa Baluja, Chairperson

\_\_\_\_\_  
Gloria Perez  
District Manager/Secretary/Treasurer

\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Michael Pawelczyk, Esq.  
District Counsel  
Billing, Cochran, Lyles, Mauro & Ramsey PA

## **RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT, ADOPTING LOS CAYOS CDD RULE 2025-1 PERTAINING TO MAINTENANCE AND COMPLIANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT AND ENGINEERING CONTROL MAINTENANCE PLAN (PHASE 2) RELATING TO PROTECTION OF GROUNDWATER AND CONTAMINATED SOIL ON PROPERTY LOCATED WITHIN THE DISTRICT BOUNDARIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Los Cayos Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, District joined and consented to the Declaration of Restrictive Covenant (“DRC”) recorded on August 30, 2024, in Book 34387, Page 2756, of the official public records of Miami-Dade County, which the District agreed to be responsible for the obligations described in the Engineering Control Maintenance Plan (“ECMP”) dated July 23, 2024 Keys Lake Phase 2 Closure Area, regarding the engineering control inspection and maintenance of properties within the District boundaries; and

**WHEREAS**, the District has determined that based upon the DRC and ECMP, the District will need to inspect and report on the condition of the lands within the Keys Lake Phase 2 area within the boundaries of the District, provide notices to Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”) and perform certain repairs, as may be necessary to stay in compliance with the DRC and ECMP; and

**WHEREAS**, District has the need to enact reasonable rules and regulations to perform its obligations under the DRC and ECMP regarding inspection and necessary repairs of properties within the District boundaries and ensuring compliance with the DRC and ECMP; and

**WHEREAS**, the District advertised a public hearing for November 4, 2025, in order to hear and receive comments on the proposed Los Cayos CDD Rule 2025-1 pursuant to the requirements of Chapters 120 and 190, Florida Statutes; and

**WHEREAS**, after a duly advertised public hearing held on November 4, 2025, the District Board of Supervisors finds it to be in the best interests of the District to adopt the proposed Los Cayos CDD Rule 2025-1 attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT, THAT:**

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. Los Cayos CDD Rule 2025-1, attached to this Resolution as Exhibit A, is hereby adopted by the District.

Section 3. The District Manager is hereby directed to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes.

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

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF NOVEMBER, 2025.**

**ATTEST:**

**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
**Secretary/Assistant Secretary**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
**Chairman/Vice-Chairman**

**Exhibit A**

**LOS CAYOS CDD RULE 2025-1**

**RULES FOR COMPLIANCE WITH DECLARATION OF  
RESTRICTIVE COVENANT AND ENGINEERING  
CONTROL MAINTENANCE PLAN PHASE 2 AS TO USE  
OF PROPERTY WITHIN THE BOUNDARIES OF THE  
DISTRICT**

DRAFT

- (1) General. The Los Cayos Community Development District (“District”) joined and consented to a Declaration of Restrictive Covenant (“DRC”) recorded on August 30, 2024, at Official Records Book 34387, Page 2756, in the Public Records of Miami-Dade County, Florida (“Covenant”), whereby the District agreed that it was responsible for the obligations described in the Engineering Control Maintenance Plan Keys Lake Phase 2 Closure Area (“ECMP Phase 2”), dated July 23, 2024 (attached hereto as **Exhibit 1**), providing for the inspection, maintenance and reporting requirements regarding properties situated within the District boundaries and as described in the DRC. The District will conduct certain routine inspections of property within the District boundaries to ensure compliance with the DRC and ECMP Phase 2, require notification by the individual property owners of any penetration of the engineering controls on their property and any interaction with groundwater and reporting to the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”). Pursuant to the ECMP Phase 2, the District is responsible for the maintenance of engineering controls, disclosing environmental conditions to prospective contractors, retention of a Florida licensed professional engineer to oversee and document work performed below the engineering controls, and submit Source Removal Reports and Engineering Control Repair reports, as necessary, as described in the DRC and ECMP Phase 2.
- (2) Inspections. The District shall perform routine inspections under the direct supervision of a professional engineer on a semi-annual basis to determine compliance with the DRC and ECMP Phase 2. The property owners within the boundaries of the District shall permit the entry of the District personnel to inspect the property owner’s unimproved property in accordance with the DRC and ECMP Phase 2. The property owner shall be notified by the District of the date and general time of the aforementioned inspections.
- (3) Notification. All property owners are required to be in compliance with the DRC. Each property owner shall inform the District, of the following:

- (a) intention of digging holes or trenches which disturb or penetrate the engineering controls on the property owner's property; and
  - (b) intention to interact with groundwater on the property owner's property; and
  - (c) proof of permit issued by Miami-Dade County which provides for all requirements of the DRC; and
  - (d) notice of any violations received by Miami-Dade County/DERM regarding or arising out of the requirements of the DRC.
- (4) Compliance. Pursuant to the requirements of the DRC, the CDD requires that individual property owners disclose the environmental conditions and requirements of the DRC and ECMP Phase 2 to prospective contractors, engage a Florida licensed professional engineer to oversee and document work performed on their property, and provide all reports to the District, as required by the ECMP Phase 2.
- (5) Reporting. It is the responsibility of the District to notify DERM of any violations of the Covenant. If the District is made aware of any violations of the DRC, the District will notify the property owner of said violations and advise the property owner to come into compliance therewith.
- (6) Maintenance. In the event of a failure of the property owner to comply with the requirements of the DRC, the District has the responsibility under the ECMP Phase 2 to repair and restore any damage to the engineering controls on the subject property at the property owner's sole cost and expense. The property owner shall pay all such costs to the District within thirty (30) days of written notice sent by the District to the property owner at the address on file at the County property appraiser for the subject property. If the property owner fails to timely pay all such costs incurred by the District, the District may impose such costs on the property owner as a maintenance special assessment on the subject property.

Specific Authority: §§ 120.54, 190.011(5), 190.012(3), Fla. Stat.  
190.012(3), Fla. Stat. Adopted\_\_\_\_\_

**EXHIBIT C**  
**ENGINEERING CONTROL MAINTENANCE PLAN**  
**KEYS LAKE PHASE 2 CLOSURE AREA**  
**NORTH OF THE SW 172 AVENUE AND SW 336 STREET INTERSECTION**  
**HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA**  
**HWR-1249**  
**JULY 23, 2024**

## **SITE BACKGROUND**

SCS Engineers (SCS) prepared this Engineering Control Maintenance Plan (ECMP), on behalf of Lennar Homes, LLC, for the Phase 2 closure area (the Property) which is located in the vicinity of SW 172nd Avenue and SW 336th Street, Homestead, Miami-Dade County, Florida. The Property is part of and encompassed by a larger parcel of land, known as Keys Lake (the Site).

The engineering control (EC) at the Property consists of at least two feet of clean fill (i.e. fill imported from a rock quarry in Miami-Dade County and/or soil with arsenic concentrations within the observed range of naturally occurring concentrations in Miami-Dade County soils, based on the Miami-Dade County natural background data set) and extends throughout the Property. Refer to **Exhibit C, Figure 1** through **Figure 3** for the engineering control as-built survey, prepared by County-Wide Land Surveyors, Inc. (CWLSI) certified on July 22, 2024.

## **ENGINEERING CONTROL INSPECTION AND MAINTENANCE**

The Los Cayos Community Development District (the CDD), on behalf of the property owner(s), will be responsible for the inspections, notification, and maintenance described herein.

### **Inspections**

A Florida-licensed Professional Engineer, or appropriate personnel under the direct supervision of the Professional Engineer, retained by the CDD, will conduct semi-annual inspections of the EC. During the inspections, evidence of damage or failure of the engineering control will be noted.

The following constitutes damage to the engineering control:

- Holes at the surface with a depth of less than two feet
- Signs of erosion at the surface

The following constitutes failure of the engineering control:

- Holes at the surface deeper than two feet

The results of the EC inspections will be documented in writing and the date, name of the inspector (and associated qualifications), key observations, and recommended corrective actions (if applicable) will be included.

## Maintenance

If evidence of damage to the EC or failure of the EC is observed, the ECs will be restored within 30 days of discovery. Inspection reports and repair records will be maintained by the CDD and submitted to DERM upon request.

## **DISTURBANCE OF ENGINEERING CONTROL**

### Work Authorization

The CDD will notify the Pollution and Remediation Section of Miami-Dade County DERM and the South Florida Water Management District (SFWMD) prior to digging of any holes, trenches, or any other penetrations of the earth.

The above DERM notification also applies to work undertaken by other entities on behalf of the CDD.

### Disturbance within EC

If the work is conducted within the EC (excavation that does not fully penetrate the 2-foot soil cap), the CDD shall be responsible for repairing the ECs. Photographic evidence of the repair shall be maintained by the CDD.

### Disturbance below the EC

The following applies to work that will involve excavation below the EC:

### **Contractor Requirements**

1. The environmental condition of the Site shall be disclosed to prospective Contractors by the CDD.
2. A Dust Control Plan with specific means and methods for dust suppression during execution of the work shall be submitted to DERM for review and approval prior to commencement of the work.
3. The Contractor shall prepare a project specific Health and Safety Plan (HASP), for use by their employees, subcontractors, and vendors engaged in the work. The Contractor shall review the HASP with all onsite employees prior to starting the work.
4. The Contractor shall comply with all applicable provisions of federal, state, and local health and safety statutes, codes, and regulations, including but not limited to Chapter 24 of the Code of Miami-Dade County.
5. A Soil Management Plan (SMP) to perform excavation work shall be submitted to DERM for review and approval prior to commencement of the work. This SMP must include details regarding the following: soil stockpiling, transportation and disposal of excavated soil (including identification of companies retained for such efforts), the plan for reuse of any excavated soil at the Site, the importation of clean backfill for use at the Site (including the



source of the backfill), and the repair to the ECs. At a minimum, the SMP shall provide provisions for the following guidelines:

- Any soil excavated from below the 2-foot soil cap will be stockpiled on an impermeable surface or directly loaded into trucks for transport to a disposal facility certified to accept this type of soil. Stockpiled soil shall be placed on a double layer of at least 6-mil thick polyethylene sheeting. The Contractor shall cover and berm soil stockpiles to prevent infiltration of water into, and erosion of soil from the stockpiles. Soil shall not be stockpiled onsite for more than 60 days. Soil will either be returned to its original location and depth, or properly disposed at a Class I landfill. In the event of off-site disposal, all transportation and disposal manifests will be provided to DERM.
- If necessary, clean soil will be added to return the area to existing grade. Clean fill shall be obtained from a DERM-approved quarry or will otherwise be pre-approved by DERM.

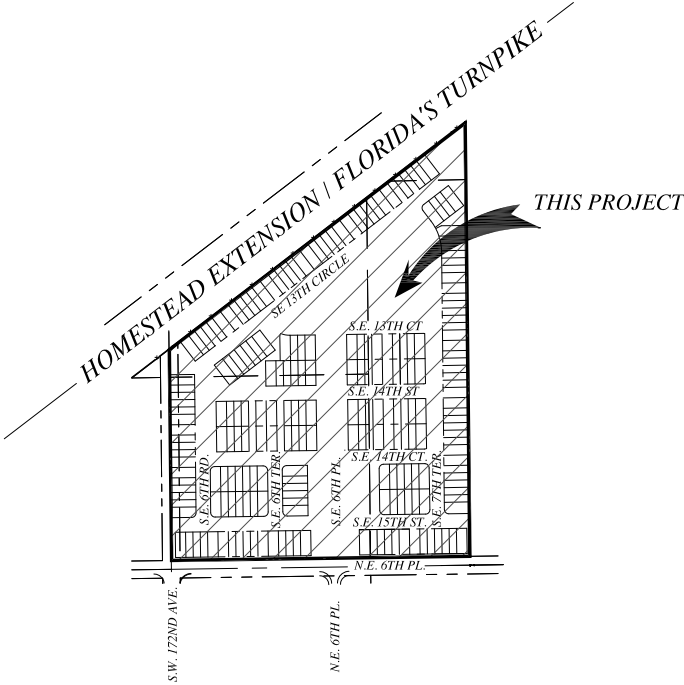
### **Owner Requirements**

1. The CDD must ensure the Contractor engages a Florida-licensed Professional Engineer for overseeing and documenting the work.
2. The CDD shall submit to DERM a Source Removal Report (if soils are removed from the Site) and/or an Engineering Control Repair Report (ECRR) within 60 days of work completion. The ECRR shall be signed and sealed by a Florida-licensed Professional Engineer.

## EXHIBIT C, FIGURES

**LOS CAYOS**  
**CITY OF HOMESTEAD, FLORIDA**  
**DERM PRS DRC PHASE 2**  
**AS-BUILT**

**SECTION 19 / TOWNSHIP 57 S / RANGE 39 E**



LOCATION MAP  
SCALE 1" = 300'

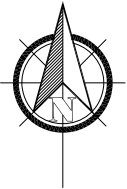
**LEGAL DESCRIPTION**

FOLIO NUMBER: 16-1079-001-0060:  
LOT 8, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY, IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION OF SAID LOT 8, LYING NORTHERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 87005-2302, SHEET 5 OF 12 SHEETS, DATED APRIL, 1970.

FOLIO NUMBER: 16-1079-001-0070:  
LOT 9, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY, IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 16-1079-001-0080:  
LOT 10, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY, IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS DEDICATED RIGHT-OF-WAY, ALL LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 16-1079-001-0031:  
THAT PORTION OF LOT 5, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY, IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING SOUTHERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 87005-2302, SHEET 5 OF 12 SHEETS, DATED APRIL, 1970.



- NOTES**
1. ELEVATIONS SHOWN ARE EXPRESSED IN U.S. FEET AND REFER TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929
  2. BENCHMARK I.D. R-758 EL. 7.11 (NGVD1929)  
LOCATION: SW 344 ST — 160' SOUTH OF C/L OF CANAL  
LOCATION: SW 172 AVE — 150' EAST OF C/L  
DESCRIPTION: PK NAIL AND ALUMINUM WASHER IN TOP OF CONC CATCH BASIN.
  3. THIS DRAWING REFLECTS OUR FINDINGS AS PER FIELD SURVEYS PERFORMED ON 12-20-22 & 4-10-24
  4. COUNTY-WIDE LAND SURVEYORS, INC. CARRIES PROFESSIONAL LIABILITY INSURANCE FOR SURVEYING AND MAPPING SERVICES.
  5. AS-BUILT PLAN NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  6. THIS IS NOT A BOUNDARY SURVEY.

**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY THAT THE ATTACHED "AS-BUILT SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE "STANDARDS PRACTICE" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 15-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED VALID WITHOUT SHEET 1.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOSEPH L. MARTIN, FOR ASHLEY LORNE SURVEYORS, INC. (FOLIO NUMBER: 16-1079-001-0031) 147 FEE (CPL) Joseph L. Martin Register: I am the author of this document Location: Date: 2024-07-22 14:49:23

**Joseph L. Martin**

Digitally signed by Joseph L. Martin  
DN: cn=JOSEPH L. MARTIN, o=ASHLEY LORNE SURVEYORS, INC., ou=COUNTY-WIDE LAND SURVEYORS, email=jlmartin@ashleylorne.com, c=US  
147 FEE (CPL) Joseph L. Martin  
Register: I am the author of this document  
Location:  
Date: 2024-07-22 14:49:23

**LOS CAYOS**  
**CITY OF HOMESTEAD, FLORIDA**

**DERM PRS DRC AS-BUILT COVER**  
SW 336TH ST. AND SW 172TH AVE, HOMESTEAD, FL. 33034  
SECTION 19, TWP. 57S, RGE. 39E

DATE: 5-10-24  
DATE: 7-22-24

REVISION COMMENTS  
REVISED AS PER ENGINEERS COMMENTS  
REVISED AS PER ENGINEERS COMMENTS

BY APP: S.J.J. J.M.  
BY APP: S.J.J. J.M.

SCALE: AS SHOWN

DRAWN BY: S.J.J.

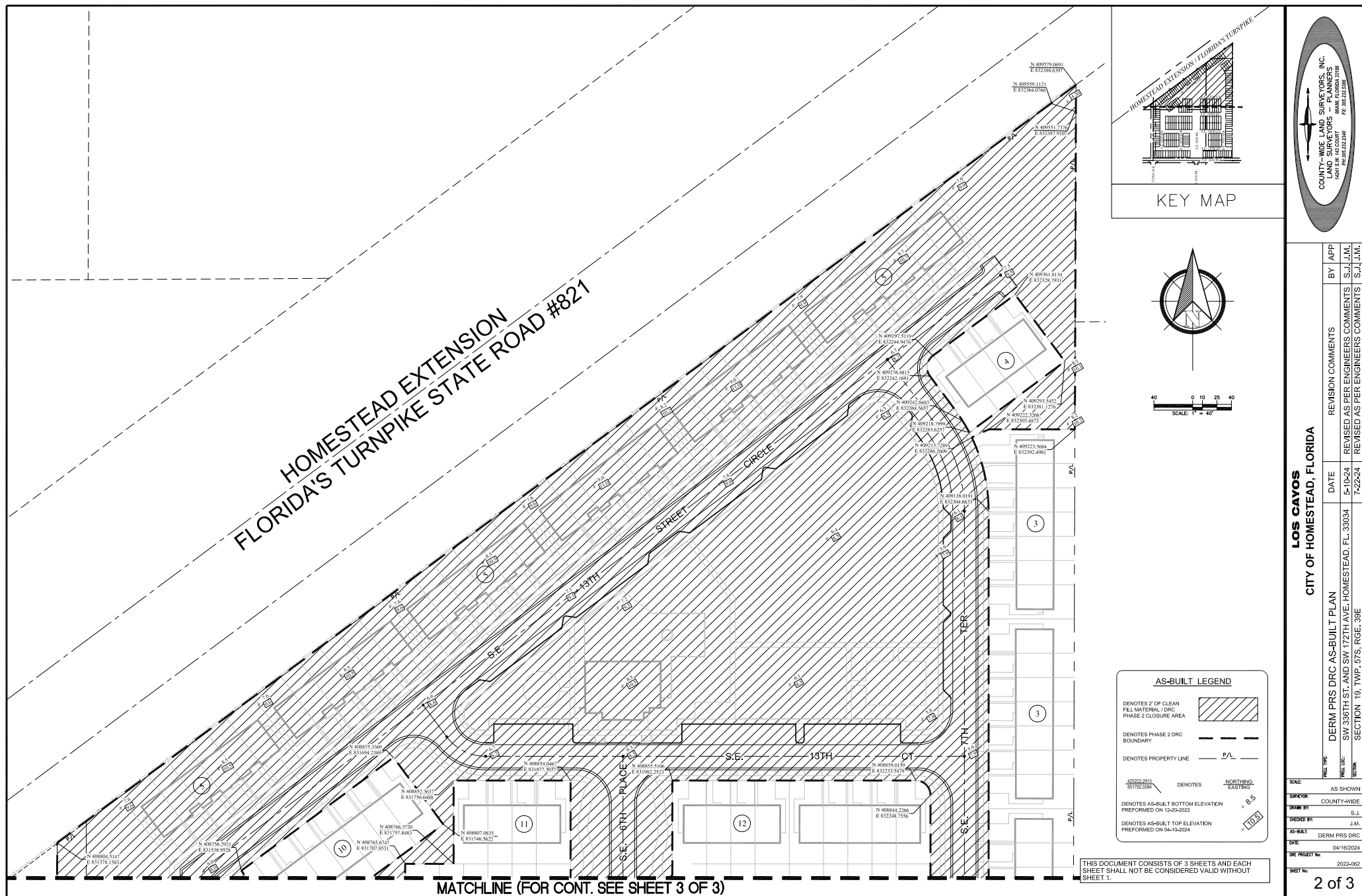
CHECKED BY: J.M.

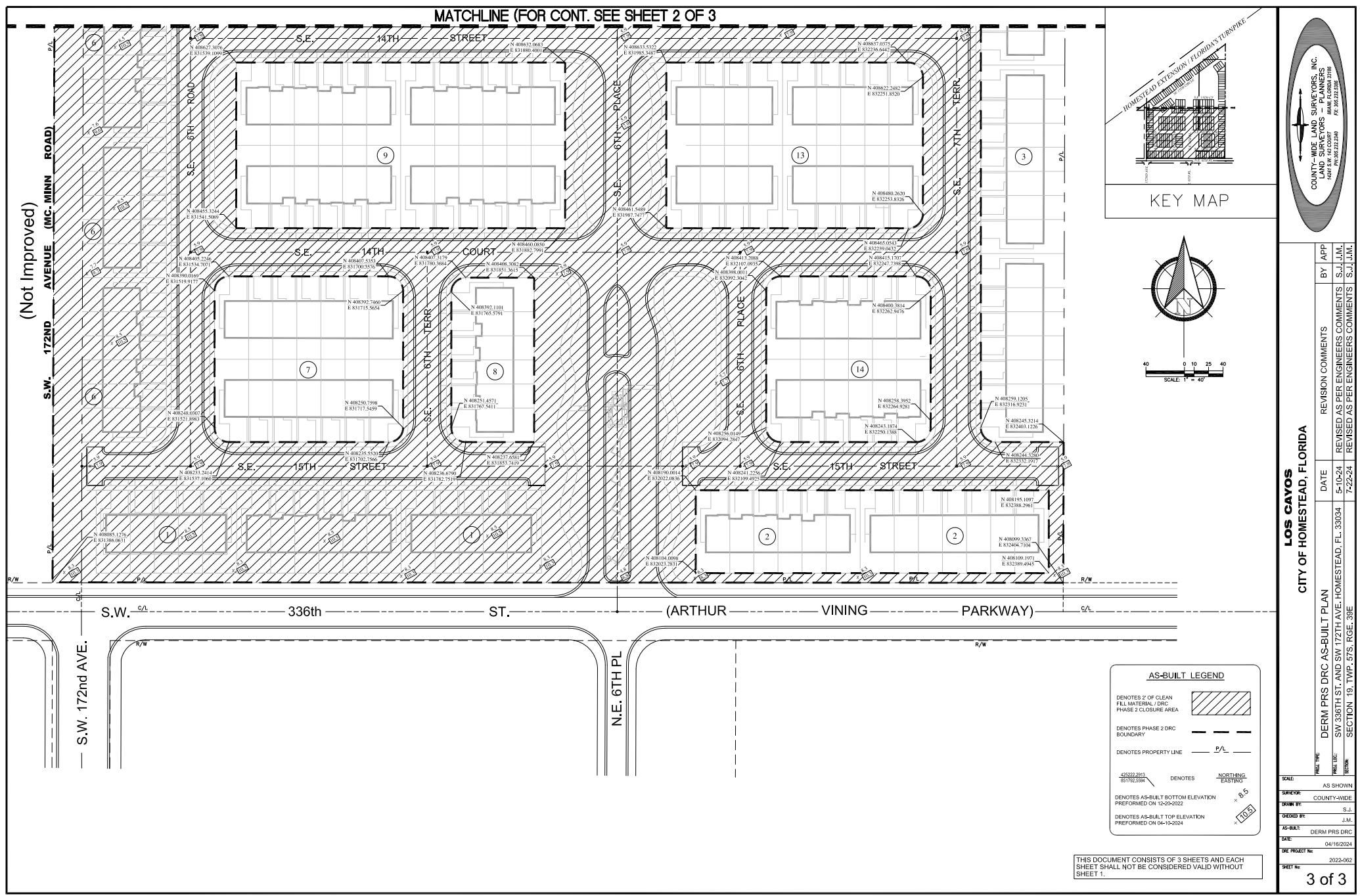
DATE: 04/16/2024

SHEET No: 2022-062

1 of 3

COUNTY-WIDE LAND SURVEYORS, INC.  
147 FEE (CPL) Joseph L. Martin  
Register: I am the author of this document  
Location:  
Date: 2024-07-22 14:49:23





Los Cayos  
Community Development District

**Financial Report For  
August 2025**

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
AUGUST 2025**

	<b>Annual Budget 10/1/24 - 9/30/25</b>	<b>Actual Aug-25</b>	<b>Year To Date Actual 10/1/24 - 8/31/25</b>
<b>REVENUES</b>			
O&M Assessments	98,297	24	95,185
Developer Contribution - For 25/26	0	0	71,677
Debt Assessments	380,894	0	366,078
Other Revenue	0	0	0
Interest Income	375	0	17,277
<b>Total Revenues</b>	<b>\$ 479,566</b>	<b>\$ 24</b>	<b>\$ 550,217</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	0	0	0
Management	34,000	2,833	31,167
Legal	11,500	0	14,268
Assessment Roll	6,000	0	0
Audit Fees	4,500	0	4,500
Arbitrage Rebate Fee	650	650	650
Insurance	6,250	0	5,200
Legal Advertisements	3,000	0	1,301
Miscellaneous	500	0	289
Postage	200	0	135
Office Supplies	500	7	198
Dues & Subscriptions	175	0	175
Website Management	2,500	209	2,292
Trustee Fees	4,000	0	4,246
Continuing Disclosure Fee	1,000	0	0
Dissemination Services	2,500	0	2,500
Return of Unused Funds	0	0	644,236
<b>Total Administrative Expenditures</b>	<b>\$ 77,275</b>	<b>\$ 3,699</b>	<b>\$ 711,157</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	3,000	0	7,777
Miscellaneous Maintenance	1,000	0	0
Environmental Inspections	10,000	0	0
Stormwater Management	1,500	0	0
Import Fill Material	0	0	0
<b>Total Maintenance Expenditures</b>	<b>\$ 15,500</b>	<b>\$ -</b>	<b>\$ 7,777</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 92,775</b>	<b>\$ 3,699</b>	<b>\$ 718,934</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 386,791</b>	<b>\$ (3,675)</b>	<b>\$ (168,717)</b>
Bond Payments	(358,040)	0	(348,264)
<b>BALANCE</b>	<b>\$ 28,751</b>	<b>\$ (3,675)</b>	<b>\$ (516,981)</b>
County Appraiser & Tax Collector Fee	(9,584)	0	(4,427)
Discounts For Early Payments	(19,167)	0	(17,986)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (3,675)</b>	<b>\$ (539,394)</b>

<b>Fund Balance As Of 9/30/23</b>	<b>\$ 659,156.18</b>
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Import Fill Balance = \$644,236.23 Less \$71,677 Needed For 25/26 Carryover = \$572,559.23 (Amount Paid To Developer)

<b>Bank Balance As Of 8/31/25</b>	<b>\$ 128,271.35</b>
<b>Accounts Payable As Of 8/31/25</b>	<b>\$ 8,508.71</b>
<b>Accounts Receivable As Of 8/31/25</b>	<b>\$ -</b>
<b>Available Funds As Of 8/31/25</b>	<b>\$ 119,762.64</b>

**Los Cayos Community Development District**  
**Budget vs. Actual**  
**October 2024 through August 2025**

	<b>Oct 24 - Aug 25</b>	<b>24/25 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Income</b>				
01-3300 · O&M Assessments	95,184.85	98,297.00	-3,112.15	96.83%
01-6000 · Developer Contribution	71,677.00	0.00	71,677.00	100.0%
01-3810 · Debt Assessments	366,078.00	380,894.00	-14,816.00	96.11%
01-3820 · Debt Assess-Paid To Trustee	-348,263.75	-358,040.00	9,776.25	97.27%
01-3830 · Assessment Fees	-4,427.15	-9,584.00	5,156.85	46.19%
01-3831 · Assessment Discounts	-17,985.93	-19,167.00	1,181.07	93.84%
01-9410 · Interest Income (GF)	17,277.14	375.00	16,902.14	4,607.24%
<b>Total Income</b>	<b>179,540.16</b>	<b>92,775.00</b>	<b>86,765.16</b>	<b>193.52%</b>
<b>Gross Profit</b>	<b>179,540.16</b>	<b>92,775.00</b>	<b>86,765.16</b>	<b>193.52%</b>
<b>Expense</b>				
01-1816 · Environmental Inspections	0.00	10,000.00	-10,000.00	0.0%
01-1325 · Dissemination Services	2,500.00	2,500.00	0.00	100.0%
01-1316 · Website Fees	2,291.63	2,500.00	-208.37	91.67%
01-1311 · Management Fees	31,166.63	34,000.00	-2,833.37	91.67%
01-1315 · Legal Fees	14,267.50	11,500.00	2,767.50	124.07%
01-1318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
01-1320 · Audit Fees	4,500.00	4,500.00	0.00	100.0%
01-1330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
01-1450 · Insurance	5,200.00	6,250.00	-1,050.00	83.2%
01-1480 · Legal Advertisements	1,300.82	3,000.00	-1,699.18	43.36%
01-1512 · Miscellaneous	289.48	500.00	-210.52	57.9%
01-1513 · Postage and Delivery	134.76	200.00	-65.24	67.38%
01-1514 · Office Supplies	197.90	500.00	-302.10	39.58%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	4,246.25	4,000.00	246.25	106.16%
01-1743 · Continuing Disclosure Fee	0.00	1,000.00	-1,000.00	0.0%
01-1805 · Stormwater Management (GF)	0.00	1,500.00	-1,500.00	0.0%
01-1810 · Engineering / Inspections	7,777.50	3,000.00	4,777.50	259.25%
01-1900 · Return Of Unused Funds	644,236.23	0.00	644,236.23	100.0%
01-1815 · Miscellaneous Maintenance	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expense</b>	<b>718,933.70</b>	<b>92,775.00</b>	<b>626,158.70</b>	<b>774.92%</b>
<b>Net Income</b>	<b>-539,393.54</b>	<b>0.00</b>	<b>-539,393.54</b>	<b>100.0%</b>



**LOS CAYOS CDD  
TAX COLLECTIONS  
2024/2025**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	Debt Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$479,216.00	\$98,297.00	\$ 380,919.00	\$98,297.00	\$ 380,919.00	
									\$450,440.00	\$92,400.00	\$ 358,040.00	\$92,400.00	\$ 358,040.00	\$ 358,040.00
1	296	Miami-Dade County Tax Collector	12/09/24	NAV Taxes	\$ 446,023.95		\$ (4,281.83)	\$ (17,840.71)	\$ 423,901.41	\$ 91,488.95	\$ 354,535.00	\$ 86,951.06	\$ 336,950.35	\$ 336,950.35
2	Int - 1	Miami-Dade County Tax Collector	02/07/25	Interest		\$ 180.27			\$ 180.27	\$ 180.27		\$ 180.27		\$ -
3	1	Miami-Dade County Tax Collector	03/06/25	NAV Taxes	\$ 2,074.53		\$ (20.54)	\$ (20.75)	\$ 2,033.24	\$ 425.53	\$ 1,649.00	\$ 417.06	\$ 1,616.18	\$ 1,616.18
4	Int - 2	Miami-Dade County Tax Collector	03/21/25	Interest		\$ 326.06			\$ 326.06	\$ 326.06		\$ 326.06		\$ -
5	2	Miami-Dade County Tax Collector	04/07/25	NAV Taxes	\$ 2,074.53		\$ (20.74)	\$ -	\$ 2,053.79	\$ 425.53	\$ 1,649.00	\$ 421.28	\$ 1,632.51	\$ 1,632.51
6	3	Miami-Dade County Tax Collector	02/12/25	NAV Taxes	\$ 6,223.59		\$ (60.99)	\$ (124.47)	\$ 6,038.13	\$ 1,276.59	\$ 4,947.00	\$ 1,238.48	\$ 4,799.65	\$ 4,799.65
7	wire	Lennar Homes	12/11/24	Direct Bill-12/15/24-Payment	\$ 139,900.00				\$ 139,900.00		\$ 139,900.00		\$ 139,900.00	\$ 139,900.00
8	Int - 3	Miami-Dade County Tax Collector	05/21/25	Interest		\$ 31.14			\$ 31.14	\$ 31.14		\$ 31.14		\$ -
9	4	Miami-Dade County Tax Collector	06/25/25	NAV/Interest (TC)	\$ 2,074.53	\$ 93.35	\$ (21.68)	\$ -	\$ 2,146.20	\$ 518.88	\$ 1,649.00	\$ 513.69	\$ 1,632.51	\$ 1,632.51
10	5	Miami-Dade County Tax Collector	05/13/25	NAV Taxes/Interest	\$ 2,074.53	\$ 62.24	\$ (21.37)		\$ 2,115.40	\$ 487.77	\$ 1,649.00	\$ 482.85	\$ 1,632.55	\$ 1,632.55
11	Int - 4	Miami-Dade County Tax Collector	08/01/25	Interest		\$ 24.13			\$ 24.13	\$ 24.13		\$ 24.13		\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
16									\$ -					\$ -
					\$ 600,445.66	\$ 717.19	\$ (4,427.15)	\$ (17,985.93)	\$ 578,749.77	\$ 95,184.85	\$ 505,978.00	\$ 90,586.02	\$ 488,163.75	\$ 488,163.75
											\$ (139,900.00)			\$ (139,900.00)
											\$ 366,078.00			\$ 348,263.75

**24/25 Assessment Roll**

O&M	98,297.43
Debt	380,919.00
	<u>479,216.43</u>

\$	600,445.66
\$	(139,900.00)
\$	-
\$	-
\$	<u>460,545.66</u>

**Collections**  
**96.10%**

Note: \$479,216, \$98,297 and \$380,919 are 2024/2025 Budgeted assessments before discounts and fees.  
\$450,440, \$92,400 and \$358,040 are 2024/2025 Budgeted assessments after discounts and fees.

\$	600,445.66	
\$	717.19	\$ 578,749.77
\$	(95,184.85)	\$ (90,586.02)
\$	<u>(505,978.00)</u>	\$ <u>(488,163.75)</u>
\$	-	\$ -

## MEMORANDUM

TO: District Manager

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

DATE: June 30, 2025

RE: 2025 Legislative Update

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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<sup>1</sup> 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

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<sup>1</sup> 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/>.