



**LAKE FRANCES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 24, 2025  
6:30 P.M.**

Special District Services, Inc.  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, FL 33193

[www.lakefrancescdd.org](http://www.lakefrancescdd.org)  
786.347.2700 ext. 2700 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT**  
Hampton Inn & Suites - Homestead  
1<sup>st</sup> Floor Conference Room (Cove Board Room)  
2855 N.E. 9<sup>th</sup> Street  
Homestead, Florida 33033  
**REGULAR BOARD MEETING**  
September 24, 2025  
6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 28, 2025 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
  - 1. Update Regarding Fence Installation on Tract B (Owned by Miami-Dade County)
- H. New Business
  - 1. Consider Resolution No. 2025-06 – Adopting a Fiscal Year 2024/2025 Amended Budget.....Page 7
  - 2. Consider Resolution No. 2025-07 – Interlocal Agreement for Local Govt. Publications.....Page 12
  - 3. Consider Resolution No. 2025-08 – Goals and Objectives Annual Report.....Page 22
- I. Auditor Selection Committee
  - 1. Ranking of Proposals/Consider Selection of an Auditor.....Page 26
- J. Administrative & Operational Matters
  - 1. 2025 Legislative Update Memo – BCLMR.....Page 50
- K. Board Member & Staff Closing Comments
- L. 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 |
|-----------|--------------|-----------------------------------------|----------|----------|------|-------|
| 142063    | 599475       | Print Legal Ad-IPL01978730 - IPL0197873 |          | \$777.56 | 2    | 52 L  |

**Attention:** Laura J. Archer

Lake Frances Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
LArcher@sdsinc.org

**LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**  
**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Lake Frances Community Development District** (the "District") will hold Regular Meetings in the Hampton Inn & Suites - Homestead, 1st Floor Conference Room (Cove Board Room) located at 2855 NE 9th Street, Homestead, Florida 33033 at 6:30 p.m. on the following dates:

**October 23, 2024**  
**January 22, 2025**  
**February 26, 2025**  
**March 26, 2025**  
**April 23, 2025**  
**May 28, 2025**  
**June 25, 2025**  
**July 23, 2025**  
**August 27, 2025**  
**September 24, 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 nnguyen@sdsinc.org 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 nnguyen@sdsinc.org 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.

**LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT**

**www.lakefrancescdd.org**  
IPL0197873  
Oct 10 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:

10/10/24

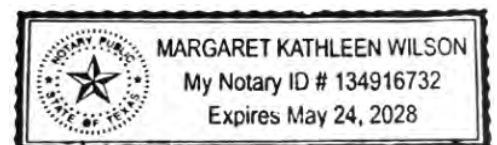
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years 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 10th day of October 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!

**LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING & PUBLIC HEARING  
MAY 28, 2025**

**A. CALL TO ORDER**

District Manager Nancy Nguyen called the May 28, 2025, Regular Board Meeting of the Lake Frances Community Development District (the “District”) to order at approximately 6:34 p.m. in the Hampton Inn & Suites – Homestead, 1<sup>st</sup> Floor Conference Room (Reef I Board Room) located at 2855 NE 9<sup>th</sup> Street, Homestead, Florida 33033.

**B. PROOF OF PUBLICATION**

Ms. Nguyen 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 Meeting Schedule, legally required.

**C. ESTABLISH A QUORUM**

Ms. Nguyen determined that the attendance of Chairman David Lumpkin, Vice Chairman Gabriel Pedrini, and Supervisor Julio Morales constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc.; and General Counsel Gregory George and Gabriela Fernandez Perez 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. February 26, 2025, Regular Board Meeting**

Ms. Nguyen presented the minutes of the February 26, 2025, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Mr. Lumpkin, seconded by Mr. Pedrini and unanimously passed approving the minutes of the February 26, 2025, Regular Board Meeting, as presented.

**NOTE:** At approximately 6:35 p.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.

**G. PUBLIC HEARING**

**1. Proof of Publication**

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on May 8, 2025, and May 15, 2025, as legally required.

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

Ms. Nguyen opened the public comment portion of the Public Hearing to receive comments on the 2025/2026 fiscal year final budget and non-ad valorem special assessments. There being no comments, Ms. Nguyen closed the public comment portion of the Public Hearing.

## **3. Consider Resolution No. 2025-04 – Adopting Fiscal Year 2025/2026 Final Budget**

Ms. Nguyen presented Resolution No. 2025-04, entitled:

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen stated that the document provides for approving and adopting the fiscal year 2025/2026 final budget and the non-ad valorem special assessment tax roll. A discussion ensued after which:

A **motion** was made by Mr. Pedrini, seconded by Mr. Lumpkin and unanimously passed to approve and adopt Resolution No. 2025-04, as presented; thereby setting the 2025/2026 final budget and non-ad valorem special assessment tax roll.

**NOTE:** At approximately 6:37 p.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.

## **H. OLD BUSINESS**

### **1. Staff Report, as Required**

There was no staff report at this time.

## **I. NEW BUSINESS**

### **1. Discussion Regarding Fence Installation on Tract B (Owned by Miami-Dade County)**

Ms. Nguyen explained that she was recently contacted by Miami-Dade County (the “County”) regarding an email they received from a District homeowner requesting that the County install a fence on the County owned property, Tract B, which provides access to the District’s lake. The homeowner advised the County that there was a recent trespassing incident on his and his neighbor’s property. The homeowner also informed the County of a recent home invasion that occurred at a District home on the south section of the lake. The County informed Ms. Nguyen that they understood the loitering concerns of the homeowners/residents of the District. The County requested the District’s assistance with the funding of the installation of the fence as well as future maintenance responsibilities. She further explained that the County agreed to authorize any permitting documentation needed for the installation of the fence by the District on the County’s land.

Ms. Nguyen reminded the Board that the District Board has been requesting that the County install a fence on Tract B for many years, but the County has not been receptive until now. Ms. Nguyen presented proposals from three (3) contractors for two (2) options of fence installations depicted on a map, as follows:

- **Wimauma Fencing Sales (both options include a 10' wide double swing gate):**
  - Yellow marking on map (approximately 145 LF) -  $\$8,680 + \$1,500 = \$10,180$
  - Red marking on map (approximately 165 LF) -  $\$10,230 + \$1,500 = \$11,730$
- **Falcon Vac Solutions, LLC (both options include a 10' wide double swing gate):**
  - Yellow marking on map (approximately 145 LF) - \$14,825
  - Red marking on map (approximately 165 LF) - \$16,100
- **John's Garage Door, Inc (both options include a 10' wide double swing gate):**
  - Yellow marking on map (approximately 145 LF) - \$16,371
  - Red marking on map (approximately 165 LF) - \$24,369.25

The Board discussed the options and the consensus was to move forward with the installation of a fence at the location depicted in red on the map. The Board contemplated an issue with there being a gap between the newly installed fence and the property on the west side of Tract B. The Board informed Ms. Nguyen that the homeowner of this property had always stood steadfast that he would not add a fence on the east or south side of his property. It was determined, however, that the homeowner recently installed a fence on the north side of his property. Ms. Nguyen informed the Board that there was a possibility that the homeowner installed the fence on the north of the property to the property line on the east. She further explained that if this was the case, then the District could install their fence to abut to this homeowner's fence and therefore closing Tract B to loiterers. Ms. Nguyen stated that this change will also decrease the amount of linear feet of fence needed to be installed. A discussion ensued, after which:

A **motion** was made by Mr. Morales, seconded by Mr. Lumpkin and unanimously passed to engage Wimauma for the installation of a fence at the location depicted in red on the map, setting a not to exceed amount of \$20,000 for the installation of the fence, engineering, drawings, surveys, and permit application fees.

The Board instructed Ms. Nguyen to request that the County enter into an Agreement with the District indicating that the District was the owner of the fence and must be notified by the County should the County decide to remove the fence in the future. Ms. Nguyen acknowledged the Board's request. Should the County agree to enter into an Agreement, the Board authorized District Counsel to prepare such Agreement. The Board indicated that Ms. Nguyen could proceed with the project whether the County enters into an Agreement with the District or not.

## **2. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Ms. Nguyen presented Resolution No. 2025-05, entitled:

### **RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND**

## **SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Mr. Pedrini, seconded by Mr. Morales and unanimously passed to approve and adopt Resolution No. 2025-05, *as presented*; thereby setting the 2025/2026 regular meeting schedule and authorizing the publication of the annual meeting schedule, as required by law.

### **3. Consider Appointment of Audit Committee & Approval of Evaluation Criteria for RFP**

Ms. Nguyen stated that an audit was required for the District' fiscal year ending September 30, 2025, and it would be in order for the Board to appoint an Audit Committee to commence the auditor selection process pursuant to 218.391, *Florida Statutes*.

A **motion** was made by Mr. Lumpkin, seconded by Mr. Pedrini and unanimously passed appointing the entire District Board as the Audit Committee.

At approximately 7:28 p.m., Ms. Nguyen recessed the Regular Board Meeting and simultaneously called to order a meeting of the Audit Committee to review and approve criteria for selection of an auditor and to authorize advertising for request for proposals. Ms. Nguyen presented the selection criteria information and an outline of material for the Request for Audit Proposals for the District. A discussion ensued after which:

A **motion** was made by Mr. Lumpkin, seconded by Mr. Pedrini and unanimously passed to approve the criteria for the selection of an auditor, as presented, and instructed the District Manager to proceed, as required, to advertise for requests for proposals ("RFP") for the fiscal years September 30, 2025, 2026 and 2027; and to include in the proposal package an **option** for an additional 2-year renewal (2028 and 2029).

There being no further business to conduct at this time by the Audit Committee, Ms. Nguyen adjourned the Audit Committee Meeting and simultaneously reconvened the Regular Board Meeting of the District at approximately 7:31 p.m.

Ms. Nguyen stated that it would now be appropriate for the Board to accept the actions of the Audit Committee as outlined hereinabove.

A **motion** was made by Mr. Pedrini, seconded by Mr. Morales and unanimously passed to accept the actions of the Audit Committee.

## **J. ADMINISTRATIVE & OPERATIONAL MATTERS**

### **1. Reminder: 2024 Form 1 – Statement of Financial Interest (Due by July 1, 2025)**

Board Members were reminded of the importance of electronically completing their individual 2024 Statement of Financial Interests Form 1 through the Florida Commission on Ethics Electronic Financial Disclosure Management System (EFDMS). The deadline for submittal is July 1, 2025.

Board Members were also reminded to complete their required 4-hours of ethics training by December 31, 2025.

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

There were no further Board Member closing comments.

## **L. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Pedrini, seconded by Mr. Morales and unanimously passed adjourning the Regular Board Meeting at 7:39 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**RESOLUTION NO. 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FRANCES 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 (the “Board”) of the Lake Frances 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 LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT, THAT:**

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

**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 24<sup>th</sup> day of September, 2025.

**ATTEST:**

**LAKE FRANCES  
COMMUNITY DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Chair/Vice Chair

Lake Frances  
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**  
**LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

|                                                 | <b>FISCAL YEAR<br/>2024/2025<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>AMENDED<br/>FINAL<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>YEAR<br/>TO DATE<br/>ACTUAL<br/>10/1/24 - 8/31/25</b> |
|-------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------|
| <b>REVENUES</b>                                 |                                                                   |                                                           |                                                          |
| Administrative Assessments                      | 61,202                                                            | 61,522                                                    | 61,522                                                   |
| Maintenance Assessments                         | 17,096                                                            | 17,097                                                    | 17,097                                                   |
| Debt Assessments                                | 146,840                                                           | 146,841                                                   | 146,841                                                  |
| Other Revenues                                  | 0                                                                 | 0                                                         | 0                                                        |
| Interest Income                                 | 720                                                               | 7,500                                                     | 7,330                                                    |
| <b>TOTAL REVENUES</b>                           | <b>\$ 225,858</b>                                                 | <b>\$ 232,960</b>                                         | <b>\$ 232,790</b>                                        |
| <b>EXPENDITURES</b>                             |                                                                   |                                                           |                                                          |
| <b>ADMINISTRATIVE EXPENDITURES</b>              |                                                                   |                                                           |                                                          |
| Supervisor Fees                                 | 3,000                                                             | 1,900                                                     | 900                                                      |
| Payroll Taxes (Employer)                        | 230                                                               | 179                                                       | 69                                                       |
| Management                                      | 35,520                                                            | 35,520                                                    | 32,560                                                   |
| Legal                                           | 9,600                                                             | 10,000                                                    | 7,890                                                    |
| Assessment Roll                                 | 6,000                                                             | 6,000                                                     | 0                                                        |
| Audit Fees                                      | 3,200                                                             | 3,200                                                     | 3,200                                                    |
| Insurance                                       | 7,200                                                             | 6,858                                                     | 6,858                                                    |
| Legal Advertisements                            | 1,800                                                             | 3,500                                                     | 2,691                                                    |
| Miscellaneous                                   | 875                                                               | 1,500                                                     | 1,329                                                    |
| Meeting Room Rental                             | 900                                                               | 900                                                       | 659                                                      |
| Postage                                         | 225                                                               | 1,350                                                     | 135                                                      |
| Office Supplies                                 | 375                                                               | 250                                                       | 187                                                      |
| Dues & Subscriptions                            | 175                                                               | 175                                                       | 175                                                      |
| Trustee Fee                                     | 4,000                                                             | 4,000                                                     | 4,000                                                    |
| Continuing Disclosure Fee                       | 350                                                               | 350                                                       | 0                                                        |
| Website Mangement                               | 2,000                                                             | 2,000                                                     | 1,833                                                    |
| Administrative Contingency                      | 1,200                                                             | 1,200                                                     | 0                                                        |
| <b>TOTAL ADMINISTRATIVE EXPENDITURES</b>        | <b>\$ 76,650</b>                                                  | <b>\$ 78,882</b>                                          | <b>\$ 62,486</b>                                         |
| <b>MAINTENANCE EXPENDITURES</b>                 |                                                                   |                                                           |                                                          |
| Aquatic Maintenance (Lake Tract)                | 3,600                                                             | 2,700                                                     | 2,270                                                    |
| Lawn & Landscape Maintenance                    | 8,400                                                             | 7,200                                                     | 6,600                                                    |
| Engineering/Annual Report/Inspections           | 1,750                                                             | 1,400                                                     | 1,091                                                    |
| Field Operation Management                      | 1,620                                                             | 1,620                                                     | 1,485                                                    |
| Maintenance Contingency (Garbage Removal, etc.) | 700                                                               | 2,500                                                     | 1,500                                                    |
| <b>TOTAL MAINTENANCE EXPENDITURES</b>           | <b>\$ 16,070</b>                                                  | <b>\$ 15,420</b>                                          | <b>\$ 12,946</b>                                         |
| <b>TOTAL EXPENDITURES</b>                       | <b>\$ 92,720</b>                                                  | <b>\$ 94,302</b>                                          | <b>\$ 75,432</b>                                         |
| <b>REVENUES LESS EXPENDITURES</b>               | <b>\$ 133,138</b>                                                 | <b>\$ 138,658</b>                                         | <b>\$ 157,358</b>                                        |
| Bond Payments                                   | (138,030)                                                         | (139,809)                                                 | (139,809)                                                |
| <b>BALANCE</b>                                  | <b>\$ (4,892)</b>                                                 | <b>\$ (1,151)</b>                                         | <b>\$ 17,549</b>                                         |
| County Appraiser & Tax Collector Fee            | (4,502)                                                           | (2,166)                                                   | (2,166)                                                  |
| Discounts For Early Payments                    | (9,006)                                                           | (8,617)                                                   | (8,617)                                                  |
| <b>EXCESS/ (SHORTFALL)</b>                      | <b>\$ (18,400)</b>                                                | <b>\$ (11,934)</b>                                        | <b>\$ 6,766</b>                                          |
| Carryover From Prior Year                       | 18,400                                                            | 18,400                                                    | 0                                                        |
| <b>NET EXCESS/ (SHORTFALL)</b>                  | <b>\$ -</b>                                                       | <b>\$ 6,466</b>                                           | <b>\$ 6,766</b>                                          |
| FUND BALANCE AS OF 9/30/24                      |                                                                   | \$206,857                                                 |                                                          |
| FY 2024/2025 ACTIVITY                           |                                                                   | (\$11,934)                                                |                                                          |
| FUND BALANCE AS OF 9/30/25                      |                                                                   | \$194,923                                                 |                                                          |

**Notes**

Carryover From Prior Year Of \$18,400 was used to reduce Fiscal Year 2024/2025 Assessments  
\$19,680 Of Fund Balance To Be Used To Reduce 2025/2026 Assessments.

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

|                           | <b>FISCAL YEAR<br/>2024/2025<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>AMENDED<br/>FINAL<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>YEAR<br/>TO DATE<br/>ACTUAL<br/>10/1/24 - 8/31/25</b> |
|---------------------------|-------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------|
| <b>REVENUES</b>           |                                                                   |                                                           |                                                          |
| Interest Income           | 500                                                               | 6,200                                                     | 6,082                                                    |
| NAV Tax Collection        | 138,030                                                           | 139,809                                                   | 139,809                                                  |
|                           |                                                                   |                                                           |                                                          |
| <b>Total Revenues</b>     | <b>\$ 138,530</b>                                                 | <b>\$ 146,009</b>                                         | <b>\$ 145,891</b>                                        |
|                           |                                                                   |                                                           |                                                          |
| <b>EXPENDITURES</b>       |                                                                   |                                                           |                                                          |
| Principal Payments        | 84,000                                                            | 84,000                                                    | 84,000                                                   |
| Interest Payments         | 51,110                                                            | 52,370                                                    | 52,370                                                   |
| Bond Redemption           | 3,420                                                             | 0                                                         | 0                                                        |
|                           |                                                                   |                                                           |                                                          |
| <b>Total Expenditures</b> | <b>\$ 138,530</b>                                                 | <b>\$ 136,370</b>                                         | <b>\$ 136,370</b>                                        |
|                           |                                                                   |                                                           |                                                          |
| <b>Excess/Shortfall</b>   | <b>\$ -</b>                                                       | <b>\$ 9,639</b>                                           | <b>\$ 9,521</b>                                          |

|                            |           |
|----------------------------|-----------|
| FUND BALANCE AS OF 9/30/24 | \$148,026 |
| FY 2024/2025 ACTIVITY      | \$9,639   |
| FUND BALANCE AS OF 9/30/25 | \$157,665 |

**Notes**

Reserve Fund Balance = \$81,512\*. Revenue Fund Balance = \$76,153\*.  
Revenue Fund Balance Used To Make 11/1/2025 Interest Payment Of \$24,925.  
\* Approximate Amounts

**Series 2018 Bond Refunding Information**

|                           |               |                                |
|---------------------------|---------------|--------------------------------|
| Original Par Amount =     | \$1,812,000   | Annual Principal Payments Due: |
| Interest Rate =           | 3.00% - 4.00% | May 1st                        |
| Issue Date =              | February 2018 | Annual Interest Payments Due:  |
| Maturity Date =           | May 2037      | May 1st & November 1st         |
| Par Amount As Of 9/30/25= | \$1,268,000   |                                |

## **RESOLUTION 2025-07**

### **A RESOLUTION OF THE LAKE FRANCES 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 24, 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 Nancy Nguyen, of Special District Services, Inc., as District Manager, or, in the alternative, David Lumpkin, as Chair of the Board of Supervisors of the District, or Gabriel Pedrini, 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 LAKE FRANCES COMMUNITY DEVELOPMENT DISTRICT, THAT;**

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

**Section 2.** That Nancy Nguyen, of Special District Services, Inc., as District Manager, or, in the alternative, David Lumpkin, as Chair of the Board of Supervisors of the District, or Gabriel Pedrini, 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 24<sup>th</sup> DAY OF SEPTEMBER, 2025.**

**ATTEST:**

**LAKE FRANCES  
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 \_\_\_\_\_, 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:

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of this page intentionally left blank.)

**COUNTY**

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

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

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

\_\_\_ day of \_\_\_\_\_, 20\_\_

**LOCAL GOVERNMENT**

LOCAL GOVERNMENT NAME

ATTEST:

By: \_\_\_\_\_  
LOCAL GOVERNMENT MAYOR/ TITLE

\_\_\_\_\_  
CITY CLERK

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

\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form  
and legal sufficiency:

\_\_\_\_\_

## **RESOLUTION 2025-08**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FRANCES 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 Lake Frances 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 2024-06 on October 23, 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 LAKE FRANCES 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 24<sup>th</sup> day of September, 2025.

**ATTEST:**

**LAKE FRANCES COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Annual Report of Performance Measures/Standards

**Exhibit A**  
**Lake Frances Community Development District**  
**2025/2026 Performance Measures and Standards Report**

**Program/Activity:** District Administration

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

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

**Performance Measures:**

- All Meetings publicly noticed as required.  
Achieved: Yes ☒ No ☐
- Meeting minutes and post-meeting action completed as evidenced by District Management's records.  
Achieved: Yes ☒ No ☐
- District records retained as required by law, and readily available to the public.  
Achieved: Yes ☒ No ☐

**Program/Activity:** District Finance

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

**Objectives:**

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.  
Achieved: Yes ☒ No ☐
- District amended budget within 60 days following the end of the fiscal year.  
Achieved: Yes ☒ No ☐
- District accounts receivable/payable processed for the year.  
Achieved: Yes ☒ No ☐
- "No findings" for annual financial audit  
Achieved: Yes ☒ No ☐
  - If "no" explain: \_\_\_\_\_

**Program/Activity:** District Operations

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

**Objectives:**

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with contracts with District.

**Performance Measures:**

- District insurance policies reviewed and in place.

**Achieved: Yes ☒ No ☐**

- Contracted Services obtained for all District operations.

**Achieved: Yes ☒ No ☐**

- All District contracts in compliance.

**Achieved: Yes ☒ No ☐**

September 24, 2025

RE: Lake Frances Community Development District

The Lake Frances Community Development District (the "District") is required to select an auditor to perform the audit for the district for the years ending September 30, 2025, September 30, 2026 and September 30, 2027; with an option for an additional two year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

The current auditor for the District is the firm of Grau & Associates.

Grau & Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2025, September 30, 2026 and September 30, 2027 audits. The proposed fee for the audit for fiscal year ending September 30, 2025 is \$3,100.00. The proposed fee for the audit for fiscal year ending September 30, 2026 is \$3,200.00. The proposed fee for the audit for fiscal year ending September 30, 2027 audit is \$3,300.00. The proposed fee for the audit for fiscal year ending September 30, 2028 (option year) is \$3,400.00. And the proposed fee for the audit for fiscal year ending September 30, 2029 (option year) is \$3,500.00. The approved fee for the fiscal year ending September 30, 2024 audit, which Grau & Associates has completed, was \$3,200.00. The approved Audit Fee budget for Fiscal Year 2025/2026 is \$3,300.00.

Management would like to report that it is pleased with the professionalism and the competence of the Grau and Associates, partners and supporting staff.

**It is recommended at this time that Grau & Associates be hired to perform the September 30, 2025, September 30, 2026 and September 30, 2027 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/28 and 9/30/29).**

Special District Services, Inc.



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **LAKE FRANCES**

**Community Development District**

Proposal Due: August 19, 2025  
4:00PM

**Submitted to:**

Lake Frances  
Community Development District  
c/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

August 19, 2025

Lake Frances Community Development District  
c/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2025-2027, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Lake Frances Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

## **Why Grau & Associates:**

### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### **Servicing your Individual Needs**

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates

A handwritten signature in blue ink, appearing to read 'Antonio J. Grau', is written over a horizontal line.

Antonio J. Grau

# Firm Qualifications



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



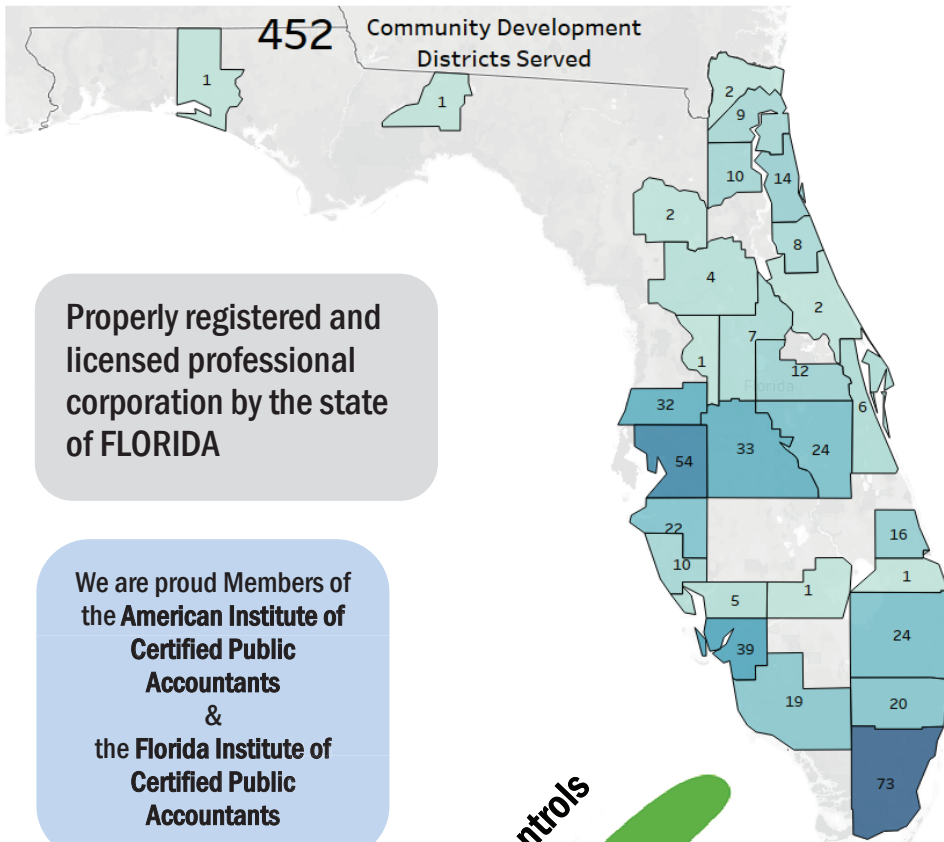
3 Partners  
11 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

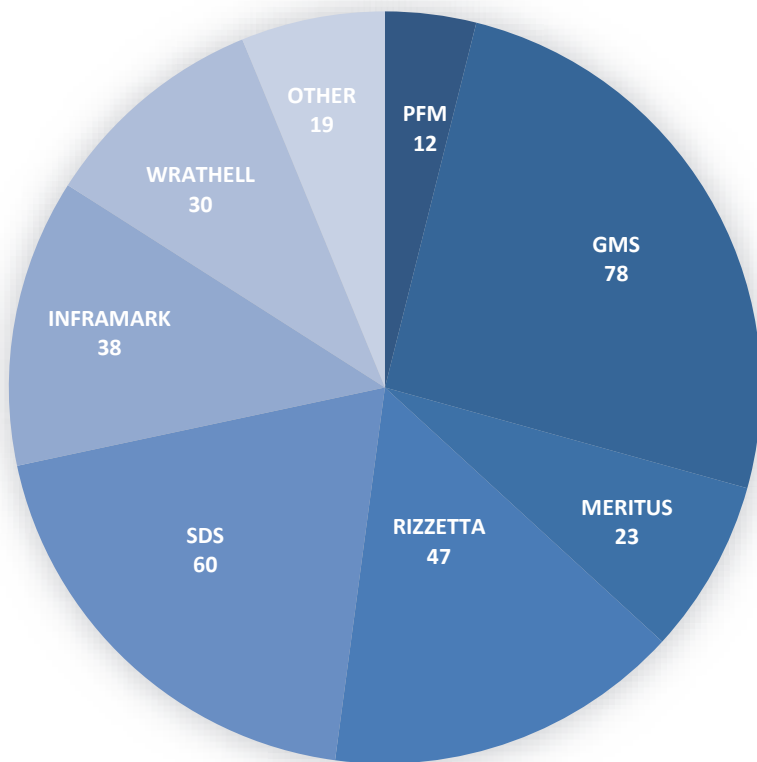
Review Number: 594791

## **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*32 hours; Accounting,*

*Auditing and Other:*

*58 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*48 hours; Accounting,*

*Auditing and Other:*

*33 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



## Antonio 'Tony' J. Grau, CPA

### Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

#### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

#### Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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#### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District  
Dunes Community Development District  
Fishhawk Community Development District (I, II, IV)  
Grand Bay at Doral Community Development District  
Heritage Harbor North Community Development District

St. Lucie West Services District  
Ave Maria Stewardship Community District  
Rivers Edge II Community Development District  
Bartram Park Community Development District  
Bay Laurel Center Community Development District

Boca Raton Airport Authority  
Greater Naples Fire Rescue District  
Key Largo Wastewater Treatment District  
Lake Worth Drainage District  
South Indian River Water Control

#### Professional Associations/Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants  
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association  
Government Finance Officers Association Member

#### Professional Education (over the last two years)

##### Course

Government Accounting and Auditing  
Accounting, Auditing and Other  
Total Hours

##### Hours

32  
58  
90 (includes of 4 hours of Ethics CPE)



**David Caplivski, CPA/CITP, Partner**  
Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

|                   |                |              |
|-------------------|----------------|--------------|
| Grau & Associates | Partner        | 2021-Present |
| Grau & Associates | Manager        | 2014-2020    |
| Grau & Associates | Senior Auditor | 2013-2014    |
| Grau & Associates | Staff Auditor  | 2010-2013    |

**Education**

Florida Atlantic University (2009)  
Master of Accounting  
Nova Southeastern University (2002)  
Bachelor of Science  
Environmental Studies

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**Certifications and Certificates**

Certified Public Accountant (2011)  
AICPA Certified Information Technology Professional (2018)  
AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

|                                                 |                                                      |
|-------------------------------------------------|------------------------------------------------------|
| (>300) Various Special Districts                | Hispanic Human Resource Council                      |
| Aid to Victims of Domestic Abuse                | Loxahatchee Groves Water Control District            |
| Boca Raton Airport Authority                    | Old Plantation Water Control District                |
| Broward Education Foundation                    | Pinetree Water Control District                      |
| CareerSource Brevard                            | San Carlos Park Fire & Rescue Retirement Plan        |
| CareerSource Central Florida 403 (b) Plan       | South Indian River Water Control District            |
| City of Lauderhill GERS                         | South Trail Fire Protection & Rescue District        |
| City of Parkland Police Pension Fund            | Town of Haverhill                                    |
| City of Sunrise GERS                            | Town of Hypoluxo                                     |
| Coquina Water Control District                  | Town of Hillsboro Beach                              |
| Central County Water Control District           | Town of Lantana                                      |
| City of Miami (program specific audits)         | Town of Lauderdale By-The-Sea Volunteer Fire Pension |
| City of West Park                               | Town of Pembroke Park                                |
| Coquina Water Control District                  | Village of Wellington                                |
| East Central Regional Wastewater Treatment Fac. | Village of Golf                                      |
| East Naples Fire Control & Rescue District      |                                                      |

**Professional Education (over the last two years)**

| <u>Course</u>                      | <u>Hours</u>                        |
|------------------------------------|-------------------------------------|
| Government Accounting and Auditing | 48                                  |
| Accounting, Auditing and Other     | 33                                  |
| Total Hours                        | 81 (includes 4 hours of Ethics CPE) |

**Professional Associations**

Member, American Institute of Certified Public Accountants  
Member, Florida Institute of Certified Public Accountants  
Member, Florida Government Finance Officers Association  
Member, Florida Association of Special Districts

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

|                           |                                                                                                                  |
|---------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>Scope of Work</b>      | Financial audit                                                                                                  |
| <b>Engagement Partner</b> | Antonio J. Grau                                                                                                  |
| <b>Dates</b>              | Annually since 1998                                                                                              |
| <b>Client Contact</b>     | Darrin Mossing, Finance Director<br>475 W. Town Place, Suite 114<br>St. Augustine, Florida 32092<br>904-940-5850 |

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### Two Creeks Community Development District

|                           |                                                                                                       |
|---------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Scope of Work</b>      | Financial audit                                                                                       |
| <b>Engagement Partner</b> | Antonio J. Grau                                                                                       |
| <b>Dates</b>              | Annually since 2007                                                                                   |
| <b>Client Contact</b>     | William Rizzetta, President<br>3434 Colwell Avenue, Suite 200<br>Tampa, Florida 33614<br>813-933-5571 |

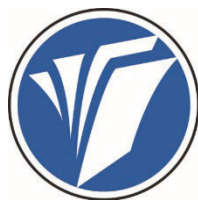
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### Journey's End Community Development District

|                           |                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Scope of Work</b>      | Financial audit                                                                                         |
| <b>Engagement Partner</b> | Antonio J. Grau                                                                                         |
| <b>Dates</b>              | Annually since 2004                                                                                     |
| <b>Client Contact</b>     | Todd Wodraska, Vice President<br>2501 A Burns Road<br>Palm Beach Gardens, Florida 33410<br>561-630-4922 |

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

| <u>Year Ended September 30,</u> | <u>Fee</u>             |
|---------------------------------|------------------------|
| 2025                            | \$3,100                |
| 2026                            | \$3,200                |
| 2027                            | \$3,300                |
| 2028                            | \$3,400                |
| 2029                            | <u>\$3,500</u>         |
| <b>TOTAL (2025-2029)</b>        | <b><u>\$16,500</u></b> |

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

| <b>SPECIAL DISTRICTS</b>                                       | <b>Governmental<br/>Audit</b> | <b>Single<br/>Audit</b> | <b>Utility<br/>Audit</b> | <b>Current Client</b> | <b>Year End</b> |
|----------------------------------------------------------------|-------------------------------|-------------------------|--------------------------|-----------------------|-----------------|
| Boca Raton Airport Authority                                   | ✓                             | ✓                       |                          | ✓                     | 9/30            |
| Captain's Key Dependent District                               | ✓                             |                         |                          | ✓                     | 9/30            |
| Central Broward Water Control District                         | ✓                             |                         |                          | ✓                     | 9/30            |
| Collier Mosquito Control District                              | ✓                             |                         |                          | ✓                     | 9/30            |
| Coquina Water Control District                                 | ✓                             |                         |                          | ✓                     | 9/30            |
| East Central Regional Wastewater Treatment Facility            | ✓                             |                         | ✓                        |                       | 9/30            |
| Florida Green Finance Authority                                | ✓                             |                         |                          |                       | 9/30            |
| Greater Boca Raton Beach and Park District                     | ✓                             |                         |                          | ✓                     | 9/30            |
| Greater Naples Fire Control and Rescue District                | ✓                             | ✓                       |                          | ✓                     | 9/30            |
| Green Corridor P.A.C.E. District                               | ✓                             |                         |                          | ✓                     | 9/30            |
| Hobe-St. Lucie Conservancy District                            | ✓                             |                         |                          | ✓                     | 9/30            |
| Indian River Farms Water Control District                      | ✓                             |                         |                          | ✓                     | 9/30            |
| Indian River Mosquito Control District                         | ✓                             |                         |                          |                       | 9/30            |
| Indian Trail Improvement District                              | ✓                             |                         |                          | ✓                     | 9/30            |
| Key Largo Wastewater Treatment District                        | ✓                             | ✓                       | ✓                        | ✓                     | 9/30            |
| Lake Asbury Municipal Service Benefit District                 | ✓                             |                         |                          | ✓                     | 9/30            |
| Lake Padgett Estates Independent District                      | ✓                             |                         |                          | ✓                     | 9/30            |
| Lake Worth Drainage District                                   | ✓                             |                         |                          | ✓                     | 9/30            |
| Lealman Special Fire Control District                          | ✓                             |                         |                          | ✓                     | 9/30            |
| Loxahatchee Groves Water Control District                      | ✓                             |                         |                          |                       | 9/30            |
| Old Plantation Water Control District                          | ✓                             |                         |                          | ✓                     | 9/30            |
| Pal Mar Water Control District                                 | ✓                             |                         |                          | ✓                     | 9/30            |
| Pinellas Park Water Management District                        | ✓                             |                         |                          | ✓                     | 9/30            |
| Pine Tree Water Control District (Broward)                     | ✓                             |                         |                          | ✓                     | 9/30            |
| Pinetree Water Control District (Wellington)                   | ✓                             |                         |                          |                       | 9/30            |
| Port of The Islands Community Improvement District             | ✓                             |                         | ✓                        | ✓                     | 9/30            |
| Ranger Drainage District                                       | ✓                             | ✓                       |                          | ✓                     | 9/30            |
| Renaissance Improvement District                               | ✓                             |                         |                          | ✓                     | 9/30            |
| San Carlos Park Fire Protection and Rescue Service District    | ✓                             |                         |                          | ✓                     | 9/30            |
| Sanibel Fire and Rescue District                               | ✓                             |                         |                          |                       | 9/30            |
| South Central Regional Wastewater Treatment and Disposal Board | ✓                             |                         |                          |                       | 9/30            |
| South Indian River Water Control District                      | ✓                             | ✓                       |                          | ✓                     | 9/30            |
| South Trail Fire Protection & Rescue District                  | ✓                             |                         |                          | ✓                     | 9/30            |
| Spring Lake Improvement District                               | ✓                             |                         |                          | ✓                     | 9/30            |
| St. Lucie West Services District                               | ✓                             |                         | ✓                        | ✓                     | 9/30            |
| Sunrise Lakes Phase IV Recreation District                     | ✓                             |                         |                          | ✓                     | 9/30            |
| Sunshine Water Control District                                | ✓                             |                         |                          | ✓                     | 9/30            |
| Sunny Hills Units 12-15 Dependent District                     | ✓                             |                         |                          | ✓                     | 9/30            |
| West Villages Improvement District                             | ✓                             |                         |                          | ✓                     | 9/30            |
| Various Community Development Districts (452)                  | ✓                             |                         |                          | ✓                     | 9/30            |
| <b>TOTAL</b>                                                   | <b>491</b>                    | <b>5</b>                | <b>4</b>                 | <b>484</b>            |                 |

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing Lake Frances Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

## 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/>.