## Quail Roost Community Development District

November 14, 2025

## **Quail Roost**

# Community Development District Agenda

Seat 1: Teresa Baluja – C.	
Seat 4: Carmen Orozco – V.C.	
Seat 3: Raisa Krause – A.S.	
Seat 5: Vanessa Perez – A.S.	
Seat 2: Lilibeth Hauck – A.S.	

Friday November 14, 2025 10:45a.m. The Offices of Lennar Homes 5505 Waterford District Drive Miami, Florida

<u>Join the meeting now</u>

Meeting ID: 252 431 172 080 39 and Passcode: sc2dq2Jc 1 872-240-4685 and Phone Conference ID: 949 824 364#

- 1. Roll Call
- 2. Approval of Minutes of the July 18, 2025 Meeting Page 3
- 3. Consideration of:
  - A. Resolution #2026-01 Budget Amendment for Fiscal Year 2025 Page 9
  - B. Resolution #2026-02 Local Government Publication of Legal Advertisements and Public Notices on County Designated Website Page 12
- 4. Approval of Third Amendment to Agreement for Landscape Maintenance Services with Tony's Nursery and Garden Service, Corp. Page 30
- 5. Update and Status of Developer's Declaration of Covenants and the Easement Page 33
- 6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Monthly Report Page 34
  - D. Manager
    - 1) Ratification of FY26 Meeting Schedule Page 39
    - 2) Final Approval of the FY2024 FY2025 Report Performance Measures and Standards
      - Page 40
- 7. Financial Reports
  - A. Acceptance of Check Register Page 45
  - B. Acceptance of Unaudited Financials Page 50
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

# MINUTES OF MEETING QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Quail Roost Community Development District was held on Friday, July 18, 2025, at 10:30 a.m. at the Offices of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Carmen Orozco Vice Chairperson
Raisa Krause Assistant Secretary
Lilibeth Hauck Assistant Secretary

Also present were:

Ben Quesada District Manager, GMS

Mayra Padilla GMS Juliana Duque GMS

Michael Pawelczyk by phone District Counsel

#### FIRST ORDER OF BUSINESS Roll Call

Mr. Quesada called the meeting to order and called the roll.

## SECOND ORDER OF BUSINESS Approval of Minutes of the June 20, 2025 Meeting

Mr. Quesada presented the minutes from the June 20, 2025 meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Ms. Krause, seconded by Ms. Orozco with all in favor, the Minutes of the June 20, 2025 Meeting were approved.

#### THIRD ORDER OF BUSINESS

## Public Hearing to Adopt the Fiscal Year 2026 Budget

#### A. Motion to Open the Public Hearing

Mr. Quesada asked for a motion to open the public hearing.

On MOTION by Ms. Krause, seconded by Ms. Orozco with all in favor, Opening the Public Hearing, was approved.

#### **B. Public Comment and Discussion**

Mr. Quesada asked for any public comments or discussion. There were no public comments at this time.

#### C. Consideration of Resolution #2025-12 Annual Appropriation Resolution

Mr. Quesada reviewed Resolution #2025-12 for the Board. This resolution formally adopts the budget with no increase.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, Resolution #2025-12 Annual Appropriation Resolution, was approved.

#### D. Consideration of Resolution #2025-13 Levy of Non Ad Valorem Assessments

Mr. Quesada reviewed Resolution #2025-13 for the Board. He noted that this resolution allows them to authority to assess for the Operation & Maintenance assessments.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, Resolution #2025-13 Levy of Non Ad Valorem Assessments, was approved.

### E. Motion to Open the Public Hearing

Mr. Quesada asked for a motion to close the public hearing.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, Closing the Public Hearing, was approved.

#### FOURTH ORDER OF BUSINESS

## **Public Hearing to Adopt the DERM Rules**

#### A. Motion to Open the Public Hearing

Mr. Quesada asked for a motion to open the public hearing.

On MOTION by Ms. Krause, seconded by Ms. Orozco with all in favor, Opening the Public Hearing, was approved.

#### **B. Public Comment and Discussion**

Mr. Quesada asked for any public comments or discussion. There were no public comments at this time.

#### C. Consideration of Resolution #2025-14 Adopting the Rules

Mr. Quesada reviewed Resolution #2025-14 for the Board. He noted that this resolution adopts the DERM Rules. Mr. Pawelczyk stated these rules are similar to rules that have been adopted in other Districts. He noted that this was for expansion area 2, the area that is currently being developed.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, Resolution #2025-14 Adopting the Rules, was approved.

#### D. Motion to Open the Public Hearing

Mr. Quesada asked for a motion to close the public hearing.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, Closing the Public Hearing, was approved.

#### FIFTH ORDER OF BUSINESS

#### **Consideration of:**

#### A. Grant Easement

Mr. Pawelczyk reviewed the Grant Easement and noted that this was in connection with the rules that were just adopted. He noted that the owner is granting an easement so the CDD can execute the rules and enforce those rules as needed.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the Grant Easement, was approved.

### **B.** Developer's Declaration of Covenants

Mr. Quesada reviewed the Declaration of Covenants. Mr. Pawelczyk noted that the CDD does not own any property in that area.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the Developer's Declaration of Covenants, was approved.

### SIXTH ORDER OF BUSINESS Staff Reports

### A. Attorney – Memorandum – 2025 Legislative Update

Mr. Pawelczyk reviewed the memorandum that was included in the agenda package for Board review. He noted that if anyone had questions they could reach out to him or management.

#### B. Engineer – District Engineer's Report for Fiscal Year 2025-2026

Mr. Quesada reviewed the District Engineer's report for Fiscal Year 2025-2026.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the District Engineer's Report for Fiscal Year 2025-2026, was approved.

#### C. Field - Monthly Report

Ms. Padilla stated that they are keeping an eye on the expansion area.

#### D. Manager

1) Consideration of Proposed Fiscal Year 2026 Meeting Schedule

Mr. Quesada reviewed the proposed Fiscal Year 2026 meeting schedule.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the Proposed Fiscal Year 2026 Meeting Schedule, was approved.

### 2) Form 1 Financial Disclosure Due July 1, 2025

Mr. Quesada reminded the Board to file their Form 1 Financial Disclosure.

- 3) Reminder to Complete Annual Ethics Training by December 31, 2025
  Mr. Quesada noted that ethics training needs to be completed by December 31,
- 2025.
  - 4) Consideration of 2025 Performance Measures and Standards as Required by Florida Statute 189.0694

Mr. Quesada reviewed the 2025 Performance Measures and Standards that were required by Florida statute.

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the 2025 Performance Measures and Standards as Required by Florida Statute 189.0694, was approved.

### **SEVENTH ORDER OF BUSINESS** Financial Reports

- A. Acceptance of Check Register
- **B.** Acceptance of Unaudited Financials
- Mr. Quesada presented the check register and the unaudited financials, asked for any questions or comments, and upon not hearing any, asked the Board for a motion to accept them.

On MOTION by Ms. Krause, seconded by Ms. Orozco with all in favor, the check register and the unaudited financials were accepted.

## EIGHTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

## NINTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Krause, seconded by Ms. Orozco, with all in favor, the meeting was adjourned.

Secretary /Assistant Secretary	Chairman / Vice Chairman

#### **RESOLUTION 2026-01**

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the "Board", of the Quail Roost Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for Fiscal Year 2025, and

**WHEREAS**, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenditures approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT TO THE FOLLOWING:

- 1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
- 2. This resolution shall become effective this 14th day of November and be reflected in the monthly and fiscal Year End 9/30/2025 Financial Statements and Audit Report of the District.

### Quail Roost Community Development District

	by:		
		Chairman/Vice-Chairman	
Attest:			
by:Secretary/Assista	nt Socrotary		

### Amended Budget Fiscal Year 2025

Quail Roost

Community Development District

November 14, 2025

## Quail Roost COMMUNITY DEVELOPMENT DISTRICT

#### GENERAL FUND Budget Amendment FY2025 Exibit A

	1	ACTUAL	I	ADOPTED	]	PROPOSED	A	MENDED
		THRU		BUDGET	I	NCREASE/		BUDGET
DESCRIPTION	9,	/30/2025		FY 2025	(	DECREASE)		FY 2025
<u>Revenues</u>								
Special Assessments - On Roll	\$	149,377	\$	149,000	\$	377	\$	149,377
Developer Contributions		27,728		30,150		-		30,150
Interest Income		1,397		-		1,397		1,397
Carry Forward		21,130		-		24,001		24,001
Total Revenues	\$	199,631	\$	179,150	\$	25,775.00	\$	204,925
<u>Expenditures</u>								
<u>Administrative</u>								
Engineering	\$	10,998	\$	3,500		7,500	\$	11,000
Attorney		18,552		12,000		7,000		19,000
Annual Audit		3,225		5,700		(1,700)		4,000
Assessment Administration		5,000		5,000		-		5,000
Arbitrage Rebate		550		1,100		-		1,100
Dissemination Agent		3,210		3,210		-		3,210
Trustee Fees		8,081		8,100		-		8,100
Management Fees		27,720		27,720		-		27,720
Website Maintenance Postage & Delivery		1,200 724		1,200 200		550		1,200 750
Insurance General Liability		6.477		7.011		(511)		6,500
Printing & Binding		72		100		(311)		100
Legal Advertising		12,899		1,200		11,800		13,000
Other Current Charges		598		300		300		600
Office Supplies		3		50		-		50
Dues, Licenses & Subscriptions		175		175		-		175
Total Adminstrative Expenditures		\$99,484		\$76,566		\$24,939		\$101,505
<u>Field Maintenance</u>								
Landscape Maintenance	\$	46,800	\$	46,800	\$	-	\$	46,800
Landscape Maintenance -Galiano		19,200		19,200		-		19,200
Electric		24,899		27,000		(2,000)		25,000
Field Management		6,420		6,420		-		6,420
Contingencies		-		1,468		(968)		500
Wall Maintenance		2 020		1,696		(1,196)		500 5000
Capital Outlay		2,828		<u>-</u>		5,000		5,000
Total Field Expenditures		\$100,148		\$102,584		\$836		\$103,420
Total Expenditures	:	\$199,631		\$179,150		\$25,775		\$204,925
Net Change in Fund Balance		(\$0)		\$0		(\$0)	\$	-

#### **RESOLUTION 2026-02**

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

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

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

WHEREAS, at its meeting on November 14, 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 Teresa Baluja, as Chair of the Board of Supervisors of the District, or, in the alternative, Carmen Orozco, 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 QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT, THAT;

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

<u>Section 2</u>. That <u>Teresa Baluja</u>, as Chair of the Board of Supervisors of the District, or, in the alternative, <u>Carmen Orozco</u>, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

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

<u>Section 4</u>. This Resolution shall be effective immediately upon adoption.

### PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER, 2025.

ATTEST:	QUAIL DEVELOP	ROOST MENT DISTRICT	COMMUNITY T
Print Name:	Print Name	:	
Secretary/Assistant Secretary	Chair / Vice	e-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 Quail Roost Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

#### RECITALS

- A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and
- B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and
- C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and
- D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website **legalads.miamidade.gov** for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and
- E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and
- F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

#### **TERMS**

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

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

- 2. <u>Designation of Website</u>. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.
- 3. <u>Utilization of Website</u>. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.
- 4. <u>Term.</u> The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.
- 5. <u>Extensions</u>. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.
- 6. <u>Compliance with Legal Requirements</u>. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

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

- 7. <u>County Actions are Ministerial</u>. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.
- 8. <u>Services Description</u>. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.
- 9. <u>Training</u>. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.
- 10. <u>Support</u>. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.
- 11. <u>Financial Responsibility</u>. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

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

- 12. <u>Costs.</u> The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.
- 13. <u>Reimbursable Expenses</u>. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.
- 14. <u>Sovereign Immunity</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.
- 15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

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

- 16. <u>Termination</u>. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.
- 18. <u>Notices</u>. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

#### FOR MIAMI-DADE COUNTY:

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

#### FOR LOCAL GOVERNMENT:

Quail Roost Community Development District 5385 N Nob Hill Road, Sunrise, FL 33351 c/o Jennifer McConnell

- 19. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 20. <u>Assignment</u>. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.
- 21. <u>Interpretation</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 22. <u>Severability.</u> If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 23. <u>Third-Party Beneficiaries</u>. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.
- 24. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

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

- 25. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.
- 26. <u>Representation of Authority</u>. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.
- 27. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 28. <u>Materiality and Waiver or Breach</u>. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

### **COUNTY**

DADE COUNTY through its BOARD OF CO County Mayor or County Mayor's Designed	have made and executed this Agreement: MIAMI- UNTY COMMISSIONERS, signing by and through its ee, authorized to execute same by Board action on gning by and through its <u>Clerk's Office</u> , duly authorized
MIAMI-DADE COUNTY, by and through its County Mayor or County Mayor's Design	nee
Ву:	
day of, 20	
<u>LO</u>	CAL GOVERNMENT
LOCAL GOVERNMENT NAME	
ATTEST:	By: LOCAL GOVERNMENT MAYOR/ TITLE
CITY CLERK	Print Name
	day of, 20
Approved as to form and legal sufficiency:	

## 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 Quail Roost Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

#### RECITALS

- A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and
- B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and
- C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and
- D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website **legalads.miamidade.gov** for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and
- E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and
- F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

#### **TERMS**

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

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

- 2. <u>Designation of Website</u>. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.
- 3. <u>Utilization of Website</u>. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.
- 4. <u>Term.</u> The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.
- 5. <u>Extensions</u>. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.
- 6. <u>Compliance with Legal Requirements</u>. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

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

- 7. <u>County Actions are Ministerial</u>. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.
- 8. <u>Services Description</u>. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.
- 9. <u>Training</u>. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.
- 10. <u>Support</u>. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.
- 11. <u>Financial Responsibility</u>. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

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

- 12. <u>Costs.</u> The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.
- 13. <u>Reimbursable Expenses</u>. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.
- 14. <u>Sovereign Immunity</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.
- 15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

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

- 16. <u>Termination</u>. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.
- 18. <u>Notices</u>. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

#### FOR MIAMI-DADE COUNTY:

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

#### FOR LOCAL GOVERNMENT:

Quail Roost Community Development District 5385 N Nob Hill Road, Sunrise, FL 33351 c/o Jennifer McConnell

- 19. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 20. <u>Assignment</u>. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.
- 21. <u>Interpretation</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 22. <u>Severability.</u> If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 23. <u>Third-Party Beneficiaries</u>. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.
- 24. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

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

- 25. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.
- 26. <u>Representation of Authority</u>. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.
- 27. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 28. <u>Materiality and Waiver or Breach</u>. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

### **COUNTY**

DADE COUNTY through its BOARD OF C County Mayor or County Mayor's Design	to have made and executed this Agreement: MIAMI-OUNTY COMMISSIONERS, signing by and through its nee, authorized to execute same by Board action on igning by and through its Clerk's Office, duly authorized
MIAMI-DADE COUNTY, by and through its County Mayor or County Mayor's Design	gnee
By:	
day of, 20	
<u>L</u>	OCAL GOVERNMENT
Quail Roost Community Development Dis	trict
ATTEST:	By: Chair / Vice Chair
Secretary / Assistant Secretary	Print Name
	day of, 20
Approved as to form and legal sufficiency:	

## THIRD AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

THIS THIRD	AMENDMENT	TO AGREEM	ENT FOR	R LANDSCA	PE
MAINTENANCE SE	RVICES (the "Thi	rd Amendment"),	made and	entered into	this
day of	, 2025, by and b	oetween:			

QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"), and

**TONY'S NURSERY AND GARDEN SERVICE, CORP.**, a Florida corporation, whose principal address is 13600 SW 256 Street, Homestead, Florida 33032, and whose mailing address is P.O. Box 924384, Homestead, Florida 33092 (hereinafter "Contractor").

#### WITNESSETH:

WHEREAS, the District and the Contractor entered into an Agreement for Landscape Maintenance Services, dated October 18, 2019, a First Amendment to Agreement for Landscape Maintenance Services, dated July 1, 2021, and a Second Amendment to Agreement for Landscape Maintenance Services, dated March 31, 2023 (collectively, the "Agreement"); and

**WHEREAS**, the parties have determined that it is necessary to clarify and update the parcels of land within the boundaries of the District, as such boundaries have been amended, that require Landscape Maintenance Services, which Landscape Maintenance Services are provided by the Contractor; and

**WHEREAS**, the parties have agreed that the District-owned property interests referenced and identified in Exhibit A-3, attached hereto and incorporated herein, are the lands where Landscape Maintenance Services are provided by Contractor (the "District Lands"); and

**WHEREAS**, the Contractor and District agree that no further compensation is required as the Contractor has been providing such Landscape Maintenance Services to the District Lands; and

**WHEREAS**, the District Board of Supervisors has determined that it is in the best interests of the District to amend the Agreement as provided for herein.

**NOW, THEREFORE,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

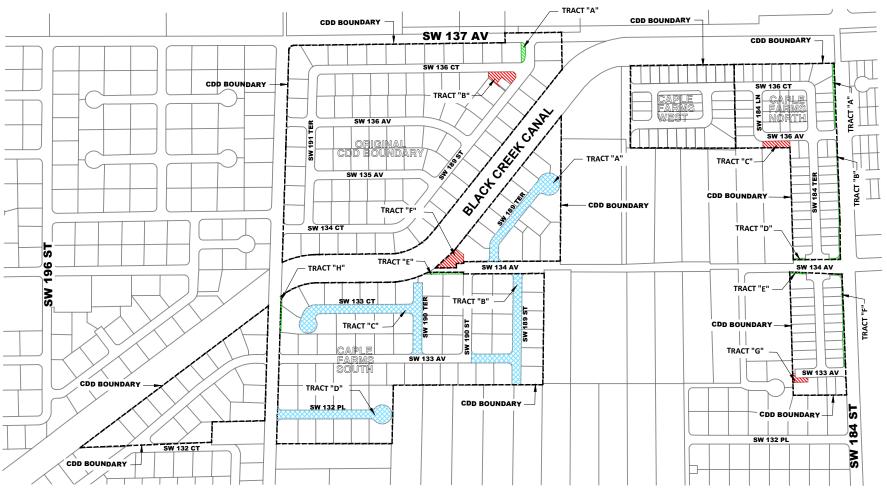
- **Section 1.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Third Amendment.
- <u>Section 2.</u> The Agreement is hereby amended to add <u>Exhibit A-3</u> identifying those District Lands, located within the boundaries of the District, over which the Contractor shall provide Landscape Maintenance Services pursuant to the Agreement.
- <u>Section 3.</u> In all other respects not specifically amended by this Third Amendment, the Agreement shall remain in full force and effect.
- <u>Section 3.</u> The Effective Date of this Third Amendment shall be upon execution of the parties.

**IN WITNESS WHEREOF**, the parties execute this Third Amendment and further agree that it shall take effect as of the Effective Date first above written.

Attest:	QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT
	By:
Print name:	Print name:Chair/Vice-Chair
Secretary/Assistant Secretary	Chair/Vice-Chair
	day of, 2025
	SERVICE, CORP., a Florida corporation
	By: Juan Antonio Coto, President
Print Name	
	, 2025
Print Name	

#### Exhibit A-3

### **District Lands**



#### LEGEND:

LANDSCAPE

ROADWAY & DRAINAGE

MAIL DISTRIBUTION

#### **ORIGINAL CDD**

TRACT "A" AND "B" (PB 173, PG

38)

FOLIO: 30-6902-028-0860 30-6902-028-0870 QCD: ORB 33254, PG 4821

CATEGORY: LANDSCAPE AND MAIL DISTRIBUTION

#### **CAPLE FARMS NORTH**

TRACT "A", "B", "D", "E" AND "F" (PB 175, PG 92)

FOLIO: 30-6902-030-0810 30-6902-030-0820

30-6902-030-0840 30-6902-030-0850 30-6902-030-0860

QCD: ORB 33217, PG 2242 CATEGORY: LANDSCAPE

TRACT "C" AND "G" (PB 175, PG 92) FOLIO: 30-6902-030-0830

30-3602-030-0870 QCD: ORB 33217, PG 2242 CATEGORY: MAIL DISTRIBUTION

#### **CAPLE FARMS SOUTH**

TRACT "A", "B", "C" AND "D" (PB 175, PG 93)

FOLIO: 30-6902-031-1010 30-6902-031-1020 30-6902-031-1030 30-6902-031-1040 QCD: ORB 33217, PG 2242

CATEGORY: ROADWAY AND DRAINAGE

TRACT "E" AND "H" (PB 175, PG 93) FOLIO: 30-6902-031-1050 30-6902-031-1080

QCD: ORB 33217, PG 2242 CATEGORY: LANDSCAPE

TRACT "F" (PB 175, PG 93) FOLIO: 30-6902-031- 1060 QCD: ORB 33533, PG 2429 CATEGORY: MAIL DISTRIBUTION

#### CAPLE FARMS WEST

(PB 178 PG 460) EAS: ORB 34471, PG 3525



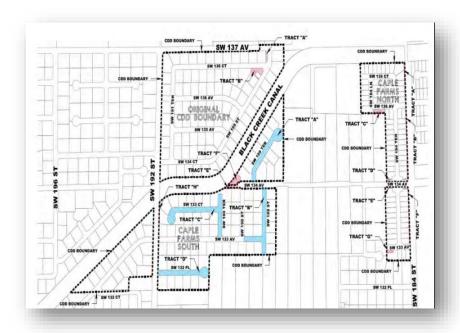
0 100' 250' 500'

### **ALVAREZ ENGINEERS, INC.**

QUAIL ROOST CDD

CDD LAND OWNERSHIP AND EASEMENTS

## **Quail Roost**



## **FIELD REPORT**

**November 14, 2025** 



Governmental Management Services-South Florida, LLC 5385 N. Nob Hill Road Sunrise, FL 33351

### **LANDSCAPING**

- Landscaping services were provided by Tony's Landscaping.
- Will remove dead tree.









#### QUAIL ROOST CDD



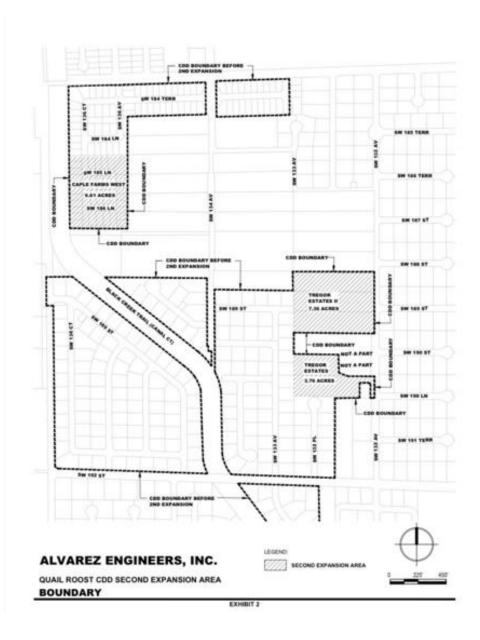






• Mail box areas were inspected and are in satisfactory condition.

## Expansion









# NOTICE OF MEETING DATES QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Quail Roost Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2026 at 10:45 a.m. at Lennar Homes, 5505 Waterford District Drive, Miami, Florida, on the second Friday of each month as follows:

October 10, 2025

November 14, 2025

December 12, 2025

January 09, 2026

February 13, 2026

March 13, 2026

April 10, 2026

May 08, 2026

June 12, 2026

July 10, 2026

August 14, 2026

September 11, 2026

The meeting will be open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability of physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Ben Quesada, Manager



#### Memorandum

To: Quail Roost Board of Supervisors

From: District Management

Date: October 1, 2025

RE: HB7013 – Special Districts Performance Measures and Standards-FINAL Report

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

#### **Exhibit A:**

Goals, Objectives and Annual Reporting Form

# Quail Roost Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 - September 30, 2025

#### 1. Community Communication and Engagement

#### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☑ No □

October 18, 2024 - Cancelled November 15, 2024 - Landowners Meeting Only - Held December 20, 2024 - Cancelled January 17, 2025 - Cancelled

#### **Revised Meeting Time**

Fiscal Year 2025 at 11:30AM 5505 Waterford District Drive Miami, Florida on the third Friday of each month as follows:

February 21, 2025 - Held March 21, 2025 - Cancelled April 18, 2025 - Held May 16, 2025 - Cancelled

#### **Revised Meeting Time**

Fiscal Year 2025 at 10:30AM 5505 Waterford District Drive Miami, Florida on the third Friday of each month as follows: June 20, 2025 - Held July 18, 2025 - Held August 15, 2025 - Cancelled September 19, 2025 - Cancelled

#### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised per Florida statute on at least two

mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☑ No ☐

#### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District

Management.

Achieved: Yes ☑ No □

#### 2. Infrastructure and Facilities Maintenance

#### Goal 2.1: Field Management and/or District Management Site Inspections

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☑ No □

#### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☑ No ☐

#### 3. Financial Transparency and Accountability

#### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory

deadlines and posted to the CDD website.

**Achieved:** Yes ☑ No □

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☑ No □

#### Goal 3.3: Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes 

No □

Chair/Vice Chair:	Date:
Print Name:	
Quail Roost Community Development District	
District Manager:	Date:
Print Name:	
Quail Roost Community Development District	

## Quail Roost COMMUNITY DEVELOPMENT DISTRICT

#### Fiscal Year 2025

## Check Register 07/01/25 - 09/30/25

Date	check #'s	Amount
07/01/25-07/31/25	412-418	\$ 19,618.65
08/01/25-07/31/25	419-423	\$ 16,137.26
09/01/25-09/30/25	422-425	\$ 23,638.33
	TOTAL	\$ 59,394.24

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/05/25 PAGE 1

\*\*\* CHECK DATES 07/01/2025 - 09/30/2025 \*\*\* QUAIL ROOST CDD

BANK A QUAIL ROOST CDD

	BANK A QUAIL ROOST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK
7/07/25 00019	6/24/25 JUN 25 202506 320-53800-43000 JUN 25 - ELECTRIC	*	2,086.49	
	FPL			2,086.49 000412
7/07/25 00001	//01/25 12/ 20250/ 310-51300-34000	*	2,310.00	
	JUL 25 - MGMT FEES 7/01/25 127 202507 310-51300-31300	*	267.50	
	JUL 25 - DISSEMINATION 7/01/25 127	*	100.00	
	JUL 25 - WEBSITE ADMIN 7/01/25 127 202507 310-51300-51000	*	.15	
	JUL 25 - OFFICE SUPPLIES 7/01/25 127	*	5.09	
	7/01/25 127 202507 310-51300-42500 JUL 25 - COPIES	*	7.35	
	7/01/25 128	*	535.00	
	GMS-SF, LLC			3,225.09 000413
7/07/25 00014	GMS-SF, LLC 7/07/25 07072025 202507 300-20700-10000 TRANSFER OF TAX RECEIPTS	*	2,118.39	
	QUAIL ROOST CDD			2,118.39 000414
7/07/25 00016	7/07/25 07072025 202507 300-20700-10000 TRANSFER OF TAX RECEIPTS	*	1,640.48	
	QUAIL ROOST CDD			1,640.48 000415
7/07/25 00012	7/01/25 39071025 202507 320-53800-46200 LAWN SERVICE 7/07/25	*	1,950.00	
	7/01/25 39071025 202507 320-53800-46200 LAWN SERVICE 7/22/25	*	1,950.00	
	7/01/25 53070125 202507 320-53800-46201 LAWN SERVICE EXP 7/07/25	*	800.00	
	7/01/25 53070125 202507 320-53800-46201 LAWN SERVICE EXP 7/22/25	*	800.00	
	TONY'S NURSERY & GARDEN			5,500.00 000416
7/15/25 00006	6/30/25 193936 202506 310-51300-31500 JUN 25 - ATTORNEY FEES	*	2,940.00	
	BILLING COCHRAN LYLES MAURO			2,940.00 000417
7/15/25 00022	7/01/25 IN9119 202506 310-51300-48000 LEGAL AD 6/18/25	*	868.92	<b>_</b>
	7/01/25 IN9120 202506 310-51300-48000 LEGAL AD 6/19/25	*	1,239.28	
	MCCLATCHY COMPANY LLC			2,108.20 000418

QUAI -QUAIL ROOST- ACOOPER

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/05/25 PAGE 2
\*\*\* CHECK DATES 07/01/2025 - 09/30/2025 \*\*\* QUAIL ROOST CDD

CHECK DAIES	BANK A QUAIL ROOST CDD			
CHECK VEND# DATE	INVOICE EXPENSED TO VENDOR DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	CHECK
8/05/25 00003	7/07/25 8546 202506 310-51300-31100	*	187.50	
	JUN 25 - ENGINEERING SVCS 7/09/25 8613	*	3,805.90	
	2025 YEARLY ENG REPORT  ALVAREZ ENGINEERS,	INC		3,993.40 000419
8/05/25 00019	7/17/25 JUL 25 202507 320-53800-43000 JUL 25 - ELECTRIC	*	2,097.23	
				2,097.23 000420
8/05/25 00001	8/01/25 129 202508 320-53800-34000 AUG 25 - FIELD SERVICES	*	535.00	
	8/01/25 130 202508 310-51300-34000 AUG 25 - MGMT FEES	*	2,310.00	
	8/01/25 130 202508 310-51300-31300 AUG 25 - DISSEMINATION	*	267.50	
	8/01/25 130 202508 310-51300-49500 AUG 25 - WEBSITE ADMIN	*	100.00	
	8/01/25 130 202508 310-51300-42000 AUG 25 - POSTAGE	*	4.93	
	GMS-SF, LLC			3,217.43 000421
8/05/25 00022	7/01/25 IN27894 202507 310-51300-48000 LEGAL ADS	*	1,329.20	
		LC		1,329.20 000422
8/05/25 00012	8/01/25 39081025 202508 320-53800-46200 LAWN SERVICE 8/06/25	*	1,950.00	
	8/01/25 39081025 202508 320-53800-46200 LAWN SERVICE 8/20/25	*	1,950.00	
	8/01/25 53080125 202508 320-53800-46201 LAWN SERVICE EXP 8/06/25	*	800.00	
	8/01/25 53080125 202508 320-53800-46201 LAWN SERVICE EXP 8/20/25	*	800.00	
	TONY'S NURSERY & GAI	RDEN		5,500.00 000423
9/05/25 00003	8/05/25 8676 202507 310-51300-31100 JUL 25 - ENGINEERING SVCS	*	594.50	
	ALVAREZ ENGINEERS,	INC		594.50 000424
9/05/25 00006	7/31/25 194452 202507 310-51300-31500 JUL 25 - ATTORNEY FEES		1,740.00	
	BILLING COCHRAN LYL	ES MAURO		1,740.00 000425
9/05/25 00008	8/05/25 8-945-57 202507 310-51300-42000 DELIVERIES THRU 7/30/25		39.88	

QUAI -QUAIL ROOST- ACOOPER

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/05/25 PAGE 3
\*\*\* CHECK DATES 07/01/2025 - 09/30/2025 \*\*\* QUAIL ROOST CDD

RANK A OHATI. ROOST CDD

0112011 211120	B	ANK A QUAIL ROOST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	8/12/25 8-952-22 202508 310-51300-			39.96	
	DELIVERIES THRU 8/06/25	FEDEX			79.84 000426
9/05/25 00001	9/01/25 132 202509 320-53800-	34000	*	535.00	
	SEP 25 - FIELD SERVICES 9/01/25 133 202509 310-51300-		*	2,310.00	
	SEP 25 - MGMT FEES 9/01/25 133 202509 310-51300- SEP 25 - DISSEMINATION	31300	*	267.50	
	9/01/25 133 202509 310-51300-	49500	*	100.00	
	SEP 25 - WEBSITE ADMIN 9/01/25 133 202509 310-51300- SEP 25 - POSTAGE		*	2.96	
	9/01/25 133 202509 310-51300-	42500	*	.30	
	SEP 25 - COPIES	GMS-SF, LLC			3,215.76 000427
9/05/25 00012	9/01/25 39091025 202509 320-53800-	46200	*	1,950.00	
	9/01/25 39091025 202509 320-53800-	46200	*	1,950.00	
	LAWN SERVICE 9/18/25 9/01/25 53090125 202509 320-53800- LAWN SERVICE EXP 9/01/25	46201	*	800.00	
	9/01/25 53090125 202509 320-53800- LAWN SERVICE EXP 9/18/25	46201	*	800.00	
		TONY'S NURSERY & GARDEN			5,500.00 000428
9/11/25 00019	8/25/25 AUG 25 202508 320-53800- AUG 25 - ELECTRIC			2,105.13	
	AUG 25 - ELECTRIC	FPL			2,105.13 000429
9/26/25 00003	9/03/25 8740 202508 310-51300- AUG 25 - ENGINEERING SVCS	31100	*	129.00	
	AUG 25 - ENGINEERING SVCS	ALVAREZ ENGINEERS, INC			129.00 000430
9/26/25 00006	8/31/25 194903 202508 310-51300-	31500	*	1,305.00	
	AUG 25 - ATTORNEY FEES	BILLING COCHRAN LYLES MAURO			1,305.00 000431
	9/15/25 29222 202509 300-15500-	10000	*	6,866.00	
	FY 2026 INSURANCE	EGIS INSURANCE ADVISORS, LLC			6,866.00 000432
9/26/25 00008	9/09/25 9-702-64 202509 310-51300- DELIVERIES THRU 9/09/25		*	3.95	

QUAI -QUAIL ROOST- ACOOPER

*** CHECK DATES 07/01/2025 - 09/30/2025 *** QU	ACCOUNTS PAYABLE PREPAID/COMPUTED WAIL ROOST CDD WNK A QUAIL ROOST CDD	R CHECK REGISTER	RUN 11/05/25	PAGE 4
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/16/25 9-703-06 202509 310-51300-4 DELIVERIES THRU 9/16/25	2000 FEDEX	*	3.96	7.91 000433
9/26/25 00019 9/24/25 SEP 25 202509 320-53800-4 SEP 25 - ELECTRIC	FPL	*	2,095.19	2,095.19 000434
	TOTAL FOR BA	ANK A	59,394.24	
	TOTAL FOR R	EGISTER	59,394.24	

**Community Development District** 

**Unaudited Financial Reporting** 

September 30, 2025



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9	Capital Project Fund Series 2025
,	Gapital 1 Toject 1 and Series 2023
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11-12	Long Term Debt Report
13	Assessment Receipt Schedule Series 2018
14	Assessment Receipt Schedule Series 2021

## Quail Roost Community Development District **Combined Balance Sheet**

**September 30, 2025** 

	(	General Fund	De	ebt Service Fund	Сарі	Capital Project Fund		Totals nmental Funds
Assets:								
Cash:								
Operating Account	\$	3,797	\$	-	\$	-	\$	3,797
Due from Developer		2,095		-		-		2,095
Investments:								
State Board of Administration		16,397		-		-		16,397
<u>Series 2018</u>								
Reserve		-		33,653		-		33,653
Revenue		-		104,851		-		104,851
Acquisition & Construction Series 2021		-		-		5,807		5,807
Reserve		-		76,138		-		76,138
Revenue		_		290,286		-		290,286
Prepayment		_		120		-		120
Acquisition & Construction		_		-		9,505		9,505
Cost of Issuance		_		-		-		-
<u>Series 2025</u>								
Reserve		_		28,652		-		28,652
Interest		_		18,049		-		18,049
Acquisition & Construction		_		-		12,078		12,078
Cost of Issuance		_		_		356		356
Prepaid Expenses		6,866		_		-		6,866
Deposits		4,149		-		-		4,149
<b>Total Assets</b>	\$	33,304	\$	551,750	\$	27,746	\$	612,800
Liabilities:								
Accounts Payable	\$	750	\$	-	\$	-	\$	750
<b>Total Liabilites</b>	\$	750	\$	-	\$	-	\$	750
Fund Balance:								
Nonspendable:								
Deposits	\$	4,149	\$	_	\$	_	\$	4,149
Restricted for:	*	-,=	,		,		•	-,
Debt Service		-		551,750		_		551,750
Capital Project				252,.00		27,746		27,746
Unassigned		21,539		-		,, 10		21,539
Total Fund Balances	\$	32,554	\$	551,750	\$	27,746	\$	612,050
Total Liabilities & Fund Balance	\$	33,304	\$	551,750	\$	27,746	\$	612,800

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 09/30/25	Thr	u 09/30/25	I	<sup>7</sup> ariance
Revenues:							
Special Assessments - Tax Roll	\$ 149,000	\$	149,000	\$	149,377	\$	377
Interest Income	-		-		1,397		1,397
Developer Contributions	30,150		30,150		27,728		(2,422)
Total Revenues	\$ 179,150	\$	179,150	\$	178,502	\$	(648)
Expenditures:							
General & Administrative:							
Engineering	\$ 3,500	\$	3,500	\$	10,998	\$	(7,498)
Attorney	12,000		12,000		18,552		(6,552)
Annual Audit	5,700		5,700		3,225		2,475
Assessment Administration	5,000		5,000		5,000		-
Arbitrage Rebate	1,100		1,100		550		550
Dissemination Agent	3,210		3,210		3,210		-
Trustee Fees	8,100		8,100		8,081		19
Management Fees	27,720		27,720		27,720		-
Website Maintenance	1,200		1,200		1,200		-
Postage & Delivery	200		200		724		(524)
Insurance General Liability	7,011		7,011		6,477		534
Printing & Binding	100		100		72		28
Legal Advertising	1,200		1,200		12,899		(11,699)
Other Current Charges	300		300		598		(298)
Office Supplies	50		50		3		47
Dues, Licenses & Subscriptions	175		175		175		-
Total General & Administrative	\$ 76,566	\$	76,566	\$	99,484	\$	(22,918)

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Adopted Prorated Budget		Actual			
		Budget	et Thru 09/30/25		Thru 09/30/25		7	/ariance
Operations & Maintenance								
Field Expenditures								
Landscape Maintenance	\$	46,800	\$	46,800	\$	46,800	\$	-
Landscape Maintenance -Galiano		19,200		19,200		19,200		-
Electric		27,000		27,000		24,899		2,101
Field Management		6,420		6,420		6,420		-
Contingencies		1,468		1,468		-		1,468
Wall Maintenance		1,696		1,696		-		1,696
Capital Outlay		-		-		2,828		(2,828)
Subtotal Field Expenditures	\$	102,584	\$	102,584	\$	100,148	\$	2,436
Total Operations & Maintenance	\$	102,584	\$	102,584	\$	100,148	\$	2,436
Total Expenditures	\$	179,150	\$	179,150	\$	199,631	\$	(20,481)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(21,130)	\$	(21,130)
Net Change in Fund Balance	\$	-	\$	-	\$	(21,130)	\$	(21,130)
Fund Balance - Beginning	\$	-			\$	53,684		
Fund Balance - Ending	\$	-			\$	32,554		

#### **Community Development District**

#### **Debt Service Fund Series 2018**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted P		ated Budge		Actual		
	Budget	Thr	u 09/30/25	Thr	Thru 09/30/25		ariance
Revenues:							
Special Assessments - Tax Roll	\$ 134,613	\$	134,613	\$	135,554	\$	941
Interest Income	5,000		5,000		6,291		1,291
Total Revenues	\$ 139,613	\$	139,613	\$	141,845	\$	2,232
Expenditures:							
Interest Expense - 12/15	\$ 45,737	\$	45,737	\$	45,737	\$	(0)
Principal Expense - 12/15	43,000		43,000		43,000		-
Interest Expense - 06/15	44,904		44,904		44,904		-
Total Expenditures	\$ 133,641	\$	133,641	\$	133,641	\$	(0)
Excess (Deficiency) of Revenues over Expenditures	\$ 5,972	\$	5,972	\$	8,204	\$	2,232
Net Change in Fund Balance	\$ 5,972	\$	5,972	\$	8,204	\$	2,232
Fund Balance - Beginning	\$ 96,705			\$	130,300		
Fund Balance - Ending	\$ 102,677			\$	138,504		

#### **Community Development District**

#### **Debt Service Fund Series 2021**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget			Actual		
		Budget	Thr	Thru 09/30/25		Thru 09/30/25		/ariance
Revenues:								
Special Assessments - Tax Roll	\$	309,050	\$	309,050	\$	308,458	\$	(592)
Special Assessments - Prepayment		-		-		31,994		31,994
Interest Income		10,000		10,000		17,449		7,449
Total Revenues	\$	319,050	\$	319,050	\$	357,902	\$	38,851
Expenditures:								
Interest Expense - 12/15	\$	88,871	\$	88,871	\$	88,548	\$	322
Principal Expense - 12/15		120,000		120,000		120,000		-
Interest Expense - 06/15		87,551		87,551		86,938		612
Prepayment Expense - 9/15		-		-		35,000		(35,000)
Total Expenditures	\$	296,421	\$	296,421	\$	330,486	\$	(34,065)
Excess (Deficiency) of Revenues over Expenditures	\$	22,629	\$	22,629	\$	27,415	\$	4,786
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	(2,241)	\$	(2,241)
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	(2,241)	\$	(2,241)
Net Change in Fund Balance	\$	22,629	\$	22,629	\$	25,175	\$	2,546
Fund Balance - Beginning	\$	267,654			\$	341,370		
Fund Balance - Ending	\$	290,283			\$	366,544		

#### **Community Development District**

#### **Debt Service Fund Series 2025**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted	Prorate	ed Budget		Actual		
	Buo	lget	Thru 0	9/30/25	Thru	ı 09/30/25	V	ariance
Revenues:								
Special Assessments - Tax Roll	\$	-	\$	-	\$	-	\$	_
Interest Income		-		-		60		60
Total Revenues	\$	-	\$	-	\$	60	\$	60
Expenditures:								
Interest Expense - 11/01	\$	-	\$	-	\$	-	\$	-
Principal Expense - 11/01		-		-		-		-
Interest Expense - 05/01		-		-		-		-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	60	\$	60
Other Financing Sources/(Uses):								
Bond Proceeds	\$	-	\$	-		46,678		46,678
Transfer In/(Out)		-		-		(37)		(37)
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	46,642	\$	46,642
Net Change in Fund Balance	\$		\$	-	\$	46,701	\$	46,701
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	46,701		

#### **Community Development District**

#### **Capital Projects Fund Series 2018**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted	Prorate	d Budget		Actual		
	Bud	lget	Thru 09	9/30/25	Thru	09/30/25	Va	riance
Revenues								
Interest Income	\$	-	\$	-	\$	249	\$	249
Total Revenues	\$	-	\$	-	\$	249	\$	249
Expenditures:								
Improvements	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	249	\$	249
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
<b>Total Other Financing Sources (Uses)</b>	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	-	\$	-	\$	249	\$	249
Fund Balance - Beginning	\$	-			\$	5,558		
Fund Balance - Ending	\$	-			\$	5,807		

#### **Community Development District**

#### **Capital Projects Fund Series 2021**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted	Prorate	d Budget	I	Actual		
	Buo	dget	Thru 09	9/30/25	Thru	09/30/25	Va	ariance
Revenues								
Interest Income	\$	-	\$	-	\$	349	\$	349
Total Revenues	\$	-	\$	-	\$	349	\$	349
Expenditures:								
Improvements	\$	-	\$	-	\$	210	\$	(210)
Total Expenditures	\$	-	\$	-	\$	210	\$	(210)
Excess (Deficiency) of Revenues over Expenditures	\$		\$	-	\$	139	\$	139
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	2,241	\$	2,241
<b>Total Other Financing Sources (Uses)</b>	\$	-	\$	-	\$	2,241	\$	2,241
Net Change in Fund Balance	\$		\$	-	\$	2,379	\$	2,379
Fund Balance - Beginning	\$	-			\$	7,126		
Fund Balance - Ending	\$	-			\$	9,505		

#### **Community Development District**

#### **Capital Projects Fund Series 2025**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted	Prorate	d Budget		Actual	
	Bu	dget	Thru 0	9/30/25	Th	ru 09/30/25	Variance
Revenues							
Interest Income	\$	-	\$	-	\$	933	\$ 933
Total Revenues	\$	-	\$	-	\$	933	\$ 933
Expenditures:							
Improvements	\$	-	\$	-	\$	1,299,186	\$ (1,299,186)
Cost of Issuance		-		-		248,671	(248,671)
Total Expenditures	\$	-	\$	-	\$	1,547,857	\$ (1,547,857)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(1,546,924)	\$ (1,546,924)
Other Financing Sources/(Uses)							
Bond Proceeds	\$	_	\$	-	\$	1,559,322	\$ 1,559,322
Transfer In/(Out)		-		-		37	37
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	1,559,358	\$ 1,559,358
Net Change in Fund Balance	\$		\$	-	\$	12,434	\$ 12,434
Fund Balance - Beginning	\$	-			\$	-	
	\$				\$	12 /2/	
Fund Balance - Ending	Ф	-			Ф	12,434	

#### **Community Development District**

#### Month to Month

		0ct		Nov		Dec	:	Jan		Feb		March		April		May		June		July		Aug		Sept		Total
Revenues:																										
Special Assessments - Tax Roll	\$	-	\$	9,778	\$	125,806	\$	1,537	\$	4,035	\$	1,434	\$	5,230	\$	1,285	\$	215	\$	-	\$	57	\$	-	\$	149,377
Interest Income		-		-		-		-		-		156		259		268		260		214		144		97		1,397
Developer Contributions		4,856		2,035		2,032		2,097		2,098		2,095		2,094		2,036		2,086		2,097		2,105		2,095		27,728
Total Revenues	\$	4,856	\$	11,813	\$ 1	27,838	\$	3,633	\$	6,133	\$	3,685	\$	7,583	\$	3,589	\$	2,561	\$	2,312	\$	2,305	\$	2,193	\$	178,502
Expenditures:																										
General & Administrative:																										
Engineering	\$	-	\$	53	\$	-	\$	108	\$	-	\$	681	\$	5,204	\$	236	\$	3,993	\$	595	\$	129	\$	-	\$	10,998
Attorney		1,680		500		900		1,006		2,697		2,130		2,394		510		2,940		1,740		1,305		750		18,552
Annual Audit		-		-		-		-		-		-		-		-		3,225		-		-		-		3,225
Assessment Administration		5,000		-		-		-		-		-		-		-		-		-		-		-		5,000
Arbitrage Rebate		-		-		550		-		-		-		-		-		-		-		-		-		550
Dissemination Agent		268		268		268		268		268		268		268		268		268		268		268		268		3,210
Trustee Fees		4,041		4,041		-		-		-		-		-		-		-		-		-		-		8,081
Management Fees		2,310		2,310		2,310		2,310		2,310		2,310		2,310		2,310		2,310		2,310		2,310		2,310		27,720
Website Maintenance		100		100		100		100		100		100		100		100		100		100		100		100		1,200
Postage & Delivery		78		1		24		14		68		393		23		15		7		45		45		11		724
Insurance General Liability		6,477		-		-		-		-		-		-		-		-		-		-		-		6,477
Printing & Binding		6		-		5		1		-		4		1		25		21		7		-		0		72
Legal Advertising		1,225		-		-		-		-		-		8,237		-		2,108		1,329		-		-		12,899
Other Current Charges		24		70		43		-		-		-		69		39		40		82		125		106		598
Office Supplies		-		-		-		-		3		-		-		-		-		0		-		-		3
Dues, Licenses & Subscriptions		175		-		-		-		-		-		-		-		-		-		-		-		175
Total General & Administrative	\$	21,384	\$	7,342	\$	4,200	\$	3,807	\$	5,445	\$	5,886	\$	18,605	\$	3,502	\$	15,012	\$	6,476	\$	4,281	\$	3,544	\$	99,484
Operations & Maintenance																										
Field Expenditures																										
Landscape Maintenance	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	3,900	\$	46,800
Landscape Maintenance -Galiano		1,600		1,600		1,600		1,600		1,600		1,600		1,600		1,600		1,600		1,600		1,600		1,600		19,200
Electric		2,028		2,035		2,032		2,097		2,098		2,095		2,094		2,036		2,086		2,097		2,105		2,095		24,899
Field Management		535		535		535		535		535		535		535		535		535		535		535		535		6,420
Contingencies		-		-		-		-		-		-		-		-		-		-		-		-		-
Wall Maintenance		-		-		-		-		-		-		-		-		-		-		-		-		-
Capital Outlay		2,828		-		-		-		-		-		-		-		-		-		-		-		2,828
Subtotal Field Expenditures	\$	10,891	\$	8,070	\$	8,067	\$	8,132	\$	8,133	\$	8,130	\$	8,129	\$	8,071	\$	8,121	\$	8,132	\$	8,140	\$	8,130	\$	100,148
Total Operations & Maintenance	\$	10,891	\$	8,070	\$	8,067	\$	8,132	\$	8,133	\$	8,130	\$	8,129	\$	8,071	\$	8,121	\$	8,132	\$	8,140	\$	8,130	\$	100,148
Total Expenditures	\$	32,275	\$	15,412	\$	12,267	\$	11,938	\$	13,578	\$	14,017	\$	26,734	\$	11,573	\$	23,134	\$	14,608	\$	12,421	\$	11,674	\$	199,631
2 om Emperiures	Ψ	32,273	Ψ	20,112	Ψ	12,207	Ψ	11,700	Ψ	20,070	Ψ	1,017	Ψ	_0,70 F	Ψ	11,070	~	23,101	Ψ	1,000	Ψ	,1-1	Ψ	11,07 F	Ψ	177,001
Excess (Deficiency) of Revenues over Expe	ei \$	(27,419)	\$	(3,599)	\$ :	115,571	\$	(8,305)	\$	(7,445)	\$	(10,332)	\$	(19,151)	\$	(7,984)	\$	(20,573)	\$	(12,297)	\$	(10,116)	\$	(9,482)	\$	(21,130)
T																										

#### **Community Development District**

#### **Long Term Debt Report**

Series 2018, Special Assessment Bonds	(2018 Project)
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Bond Issue: 8/22/2018

Original Issue Amount: \$2,096,000

Interest Rate: 3.88%

Maturity Date: December 15, 2024

Interest Rate: 4.35%

Maturity Date: December 15, 2029

Interest Rate: 4.750%

Maturity Date: December 15, 2038

Interest Rate: 5.000%

Maturity Date: December 15, 2048

Reserve Fund Requirement: 25% of Max Annual Debt Service

Bonds Outstanding \$2,096,000
Less: 12/15/2019 (\$35,000)
12/15/2020 (\$37,000)
12/15/2021 (\$38,000)
12/15/2022 (\$40,000)

12/15/2023 (\$41,000) 12/15/2024 (\$43,000)

Current Bonds Outstanding \$1,862,000

#### Series 2021, Special Assessment Bonds (Expansion Area Project)

Bond Issue: 10/7/2021

Original Issue Amount: \$5,480,000

Interest Rate: 2.20%

Maturity Date: December 15, 2026

Interest Rate: 2.70%

Maturity Date: December 15, 2031

Interest Rate: 3.125%

Maturity Date: December 15, 2041

Interest Rate: 4.000%

Maturity Date: December 15, 2051

Reserve Fund Requirement: 25% of Max Annual Debt Service

Bonds Outstanding \$5,480,000 Less: 12/15/2022 (\$115,000)

3/15/2023 (\$35,000) 12/15/2023 (\$120,000) 9/15/2024 (\$35,000) 12/15/2024 (\$120,000)

9/15/2025

Current Bonds Outstanding \$5,055,000

#### **Community Development District**

#### Long Term Debt Report

Series 2025, Special Assessi	ment Bonds (Second Expansion Area Project)
Bond Issue:	8/15/2025
Original Issue Amount:	\$1,606,000
Interest Rate: Maturity Date:	4.00% May 1, 2030
Interest Rate: Maturity Date:	5.80% May 1, 2045
Interest Rate: Maturity Date:	6.000% May 1, 2055
Reserve Fund Requirement:	25% of Max Annual Debt Service
Bonds Outstanding Less:	\$1,606,000

\$1,606,000

**Current Bonds Outstanding** 

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### **Special Assessment Receipts - Miami-Dade County**

Fiscal Year 2025

Series 2018

Gross Assessments \$ 71,579.35 \$ 141,697.55 \$ 213,276.90 Net Assessments \$ 68,000.38 \$ 134,612.67 \$ 202,613.06

#### ON ROLL ASSESSMENTS

							al	location in %		33.56%		66.44%	100.00%
			Discount/								201	8 Debt	
Date	G	ross Amount	Penalty	(	Commission	Interest	Λ	let Receipts	$\mathcal{C}$	0&M Portion		Service	Total
								-					
11/20/24	\$	15,054.84	\$ 602.21	\$	144.53	\$ -	\$	14,308.10	\$	4,802.04	\$	9,506.06	\$ 14,308.10
11/23/24		2,509.14	100.37		24.09	-		2,384.68		800.34		1,584.34	2,384.68
11/28/24		4,869.18	146.02		47.23	-		4,675.93		1,569.32		3,106.61	4,675.93
12/04/24		145,530.12	5,821.34		1,397.08	-		138,311.70		46,419.76		91,891.94	138,311.70
12/18/24		15,054.84	476.73		145.78	-		14,432.33		4,843.74		9,588.59	14,432.33
01/08/25		4,447.04	133.41		43.14	-		4,270.49		1,433.25		2,837.24	4,270.49
02/05/25		-	-		-	94.96		94.96		31.87		63.09	94.96
02/07/25		7,527.42	175.64		73.52	-		7,278.26		2,442.71		4,835.55	7,278.26
03/05/25		2,509.14	25.09		24.84	132.75		2,591.96		869.91		1,722.05	2,591.96
04/04/25		12,619.27	-		126.19	-		12,493.08		4,192.89		8,300.19	12,493.08
05/07/25		2,509.14	-		25.09	-		2,484.05		833.69		1,650.36	2,484.05
05/17/25		-	-		-	64.15		64.15		21.53		42.62	64.15
06/07/25		646.77	-		6.47	-		640.30		214.90		425.40	640.30
07/31/25		-	-		-	45.07		45.07		45.07		-	45.07
TOTAL	\$	213,276.90	\$ 7,480.81	\$	2,057.96	\$ 336.93	\$	204,075.06	\$	68,521.02	\$	135,554.04	\$ 204,075.06

100.00%	Percent Collected
\$ -	Balance Remaining to Collect

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### **Special Assessment Receipts - Miami-Dade County**

Fiscal Year 2025

Series 2021

Gross Assessments \$ 85,262.40 \$ 325,315.97 \$ 410,578.37 Net Assessments \$ 80,999.28 \$ 309,050.17 \$ 390,049.45

#### ON ROLL ASSESSMENTS

						a	llocation in %		20.77%		79.23%	100.00%
			Discount/							202	1 Debt	
Date	Gr	oss Amount	Penalty	Commission	Interest	Ì	Net Receipts	(	O&M Portion		Service	Total
							•					
11/20/24	\$	8,526.31	\$ 341.05	\$ 81.85	\$ -	\$	8,103.41	\$	1,682.79	\$	6,420.62	\$ 8,103.41
11/23/24		12,631.55	505.25	121.27	-		12,005.03		2,493.01		9,512.02	12,005.03
11/28/24		961.61	50.48	9.11	-		902.02		187.32		714.70	902.02
12/04/24		361,683.71	14,467.15	3,472.16	-		343,744.40		71,383.38		272,361.02	343,744.40
12/18/24		7,052.62	231.58	68.21	-		6,752.83		1,402.32		5,350.51	6,752.83
01/08/25		519.20	15.58	5.04	-		498.58		103.54		395.04	498.58
02/05/25		-	-	-	160.60		160.60		33.35		127.25	160.60
02/07/25		7,578.93	151.59	74.27	-		7,353.07		1,526.97		5,826.10	7,353.07
03/05/25		2,526.31	50.52	24.76	265.89		2,716.92		564.21		2,152.71	2,716.92
04/04/25		5,045.50	-	50.46	-		4,995.04		1,037.29		3,957.75	4,995.04
05/07/25		2,000.00	(60.00)	20.60	-		2,039.40		423.51		1,615.89	2,039.40
05/17/25		-	-	-	31.03		31.03		6.44		24.59	31.03
07/31/25		-	-	-	11.53		11.53		11.53		-	11.53
TOTAL	\$	408,525.74	\$ 15,753.20	\$ 3,927.73	\$ 469.05	\$	389,313.86	\$	80,855.66	\$	308,458.20	\$ 389,313.86

	99.50%	Percent Collected
\$	2,052.63	Balance Remaining to Collect