

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT

BROWARD COUNTY

REGULAR BOARD MEETING OCTOBER 16, 2025 9:30 A.M.

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

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AGENDA MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT

Cobblestone Clubhouse 14701 SW 10th Street Pembroke Pines, FL 33027

REGULAR BOARD MEETING

October 16, 2025 9:30 a.m.

| A. | Call to Order |
|----|---|
| B. | Proof of Publication |
| C. | Establish Quorum |
| D. | Additions or Deletions to Agenda |
| E. | Comments from the Public for Items Not on the Agenda |
| F. | Approval of Minutes |
| | 1. May 6, 2025 Special Board Meeting & Public Hearing |
| G. | Old Business |
| | 1. Staff Report, as Required |
| Н. | New Business |
| | 1. Consider Resolution No. 2025-06 – Adopting a Fiscal Year 2025/2026 Amended Budget Page 6 |
| | 2. Consider Resolution No. 2025-07 – Goals and Objectives Annual Report |
| | 3. Discussion Regarding Broward County Supervisor of Elections Election Agreement |
| I. | Auditor Selection Committee |
| | 1. Ranking of Proposals/Consider Selection of an Auditor |
| J. | Administrative Matters |
| | 1. 2025 Legislative Update Memo (BCLMR) |
| K. | Board Member Comments |
| L. | Adjourn |

Subcategory
Government Publications - Notices of Hearings

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULENOTICE IS HEREBY GIVEN that the Board of Supervisors (the Board) of the Meadow Pines Community Development District (the District) will hold Regular Meetings for Fiscal Year 2025/2026 at 9:30 a.m. at the Cobblestone Clubhouse located at 14701 SW 10 th Street, Pembroke Pines, Florida 33027, on the following dates: October 16, 2025 February 19, 2026 April 16, 2026 June 18, 2026 August 20, 2026 The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of agendas for any of the meetings may be obtained from the Districts website or by contacting the District Manager at nnguyen@sdsinc.org and/or toll-free at 1-877-737-4922. From time to time one or more Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record. If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting. Meetings may be cancelled from time to time without advertised notice. MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT www.meadowpinescdd.org 10/3/25 7876207

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL BOARD MEETING & PUBLIC HEARING MAY 6, 2025

A. CALL TO ORDER

District Manager Nancy Nguyen called the May 6, 2025, Special Board Meeting of the Meadow Pines Community Development District (the "District") to order at 9:34 a.m. in the Cobblestone Clubhouse located at 14701 SW 10th Street, Pembroke Pines, Florida 33027.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Special Board Meeting had been published in the *Sun-Sentinel* on April 16, 2025, and April 23, 2025, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Douglas Harrison, Vice Chairman Leon Brown and Secretary Jennifer Marmanillo constituted a quorum and it was in order to proceed with the meeting.

Staff members in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was: Marlin Quintero of Miami Management, Inc.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. February 20, 2025, Regular Board Meeting

Ms. Nguyen presented the minutes of the February 20, 2025, Regular Board Meeting, and asked if there were any corrections and/or revisions. There being no changes, a **motion** was made by Mr. Harrison, seconded by Ms. Marmanillo and passed unanimously approving the minutes of the February 25, 2025, Regular Board Meeting, as presented.

NOTE: At approximately 9:36 a.m., Ms. Nguyen recessed the Special Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Sun-Sentinel* on April 16, 2025, and April 23, 2025, as legally required.

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

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

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

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

RESOLUTION NO. 2025-04

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

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

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

NOTE: At approximately 9:37 a.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Special Meeting.

H. OLD BUSINESS

1. Staff Report, as Required

There was no staff report at this time.

L. NEW BUSINESS

1. Discussion Regarding Stormwater System Cleaning

Ms. Nguyen reminded the Board that the South Broward Drainage District permit for the District's stormwater system is due to expire in 2027. She further explained that in 2026, the District will start preparing for the permit renewal.

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

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

RESOLUTION NO. 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM

SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

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

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

3. Stormwater System Legal Requirements Update Memorandum (BCLMR)

Ms. Nguyen explained that Mr. George's firm continuously monitors state legislation and municipal and county ordinances that may be applicable to the governance and operation of their special district clients; however, this memorandum was added to the agenda in error as it was prepared for Mr. George's Miami-Dade County clients.

Ms. Nguyen reminded the Board that the Meadow Pines CDD stormwater system is monitored by the South Broward Drainage District 5-year permit which is due to expire in 2027. Ms. Nguyen explained that her office and the District Engineer will ensure that the District is adhering to all legislation that pertains to the District.

4. Consider Appointment of Audit Committee and Approval of Evaluation Criteria

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

A **motion** was made by Mr. Harrison, seconded by Mr. Brown and unanimously passed to appoint the Board as the Audit Committee.

At approximately 9:42 a.m., Ms. Nguyen recessed the Special Board Meeting and simultaneously called to order a meeting of the Audit Committee to review and approve criteria for selection of an auditor and to authorize advertising for request for proposals. Ms. Nguyen presented the selection criteria information and an outline of material for the Request for Audit Proposals for the District. A discussion ensued after which:

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

There being no further business to conduct at this time by the Audit Committee, Ms. Nguyen adjourned the Audit Committee Meeting and simultaneously reconvened the Special Board Meeting of the District at approximately 9:45 a.m.

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

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

M. ADMINISTRATIVE MATTERS

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

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

The Board members were also reminded of their 4-hour ethics training requirement which is due by December 31, 2025. Ms. Nguyen stated that she will email the Board the ethics training links provided to her by Mr. George's firm.

N. BOARD MEMBER COMMENTS

There were no Board Member comments. Ms. Nguyen stated that unless an emergency were to arise, the Board would not need to meet until October 16, 2025.

O. ADJOURNMENT

| There being no further business to come before the Board, a motion was made by Mr. Harrison, second by Ms. Marmanillo and unanimously passed adjourning the Regular Board Meeting at 9:48 a.m. | | | | | |
|---|------------------------------|--|--|--|--|
| | | | | | |
| Secretary/Assistant Secretary | Chairperson/Vice Chairperson | | | | |

RESOLUTION NO. 2025-06

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

WHEREAS, the Board of Supervisors of the Meadow Pines Community Development District (the "District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

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

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

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

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

PASSED, ADOPTED and EFFECTIVE this <u>16th</u> day of <u>October</u>, 2025.

| ATTEST: | MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT |
|---------------------------|--|
| | |
| By: | |
| Secretary/Assistant Secre | etary Chairperson/Vice Chairperson |

Meadow Pines Community Development District

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

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- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT **OPERATING FUND FISCAL YEAR 2024/2025** OCTOBER 1, 2024 - SEPTEMBER 30, 2025

| | FISCAL YEAR 2024/2025 BUDGET | AMENDED FINAL BUDGET | YEAR TO DATE ACTUAL |
|---|------------------------------------|----------------------------|---------------------------|
| REVENUES | 10/1/24 - 9/30/25 | 10/1/24 - 9/30/25 | 10/1/24 - 9/29/25 |
| O & M Assessments | 96,156 | 97,895 | 97,895 |
| Debt Assessments | 690,183 | 693,577 | 693,577 |
| Other Revenues | 200 | 179 | 179 |
| Interest Income | 600 | 5,900 | 5,706 |
| TOTAL REVENUES | \$ 787,139 | \$ 797,551 | \$ 797,357 |
| EXPENDITURES | | | |
| Supervisor Fees | 2,400 | 1,800 | 1,800 |
| Payroll Taxes | 200 | 138 | 138 |
| Engineering | 5,000 | 2,500 | 0 |
| Management | 15,732 | 15,732 | 15,732 |
| Legal | 8,500 | 8,100 | 7,043 |
| Assessment Roll | 6,000 | 6,000 | 6,000 |
| Audit Fees | 3,600 | 3,600 | 3,600 |
| Arbitrage Rebate Fee | 600 | 600 | 0 |
| Insurance | 7,300 | 7,037 | 7,037 |
| Legal Advertisements | 1,700 | 1,200 | 670 |
| Miscellaneous | 550 | 1,200 | 1,055 |
| Postage | 150 | 150 | 134 |
| Office Supplies | 250 | 200 | 172 |
| Dues & Subscriptions | 175 | 175 | 175 |
| Trustee Fees | 7,200 | 7,435 | 7,435 |
| Continuing Disclosure Fee | 1,000 | 1,000 | 1,000 |
| Website Management | 2,000 | 2,000 | 2,000 |
| Stormwater Management | 20,000 | 20,000 | 16,706 |
| Perimeter Fence Repairs | 5,230 | 2,615 | 0 |
| Miscellaneous Maintenance (Repairs, Etc.) | 2,500 | 1,500 | 549 |
| Reserve | 1,100 | 1,100 | 0 |
| TOTAL EXPENDITURES | \$ 91,187 | \$ 84,082 | \$ 71,246 |
| REVENUES LESS EXPENDITURES | \$ 695,952 | \$ 713,469 | \$ 726,111 |
| Bond Payments | (648,772) | (653,311) | (653,311) |
| BALANCE | \$ 47,180 | \$ 60,158 | \$ 72,800 |
| County Appraiser & Tax Collector Fee | (15,726) | (16,771) | (16,771) |
| Discounts For Early Payments | (31,454) | (29,090) | (29,090) |
| EXCESS/ (SHORTFALL) | \$ - | \$ 14,297 | \$ 26,939 |
| Carryover From Prior Year | 0 | 0 | 0 |
| NET EXCESS/ (SHORTFALL) | \$ - | \$ 14,297 | \$ 26,939 |

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

| \$47,888 |
|----------|
| \$14,297 |
| \$62,185 |

AMENDED FINAL BUDGET

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

| | F | ISCAL YEAR 2024/2025 BUDGET | | AMENDED FINAL BUDGET | | YEAR TO DATE ACTUAL |
|------------------------------|----|-----------------------------------|----|----------------------------|----|---------------------------|
| REVENUES | 10 | /1/24 - 9/30/25 | 10 | 0/1/24 - 9/30/25 | 1 | 0/1/24 - 9/29/25 |
| Interest Income | | 1,000 | | 26,800 | | 26,684 |
| NAV Tax Collection | | 648,772 | | 653,311 | | 653,311 |
| Prepaid Bond Collection | | 0 | | 0 | | 0 |
| Total Revenues | \$ | 649,772 | \$ | 680,111 | \$ | 679,995 |
| EXPENDITURES | | | | | | |
| Principal Payments (2014A-1) | | 345,000 | | 345,000 | | 345,000 |
| Principal Payments (2014A-B) | | 65,000 | | 65,000 | | 65,000 |
| Bond Redemption | | 5,329 | | 0 | | 0 |
| Interest Payments (2014A-1) | | 183,374 | | 190,274 | | 190,274 |
| Interest Payments (2014A-B) | | 51,069 | | 52,938 | | 52,938 |
| Total Expenditures | \$ | 649,772 | \$ | 653,212 | \$ | 653,211 |
| Excess/ (Shortfall) | \$ | - | \$ | 26,899 | \$ | 26,783 |

| FUND BALANCE AS OF 9/30/24 | \$629,751 |
|----------------------------|-----------|
| FY 2024/2025 ACTIVITY | \$26,899 |
| FUND BALANCE AS OF 9/30/25 | \$656,650 |

Notes

Reserve Fund (2014-1) Balance = \$265,017*. Reserve Fund (2014-2) Balance = \$60,100*.

Revenue Fund Balance = \$331,533*.

Revenue Fund Balance To Be Used To Make 2014-1 11/1/2025 Interest Payment Of 888,237 and 2014-2 11/1/2025 Interest Payment Of 600.

Series 2014-1 Bond Refunding Information

| Original Par Amount = | \$7,125,000 | Annual Principal Payments Due: | |
|--|----------------|--------------------------------|--|
| Interest Rate = | 1.05% - 4.625% | May 1st | |
| Issue Date = | May 2014 | Annual Interest Payments Due: | |
| Maturity Date = | May 2034 | May 1st & November 1st | |
| Par Amount As Of 9/30/25 = | \$3,890,000 | | |
| Series 2014-2 Bond Refunding Information | ı | | |
| Original Par Amount = | \$1,385,000 | Annual Principal Payments Due: | |
| Interest Rate = | 5.75% - 6.00% | May 1st | |
| Issue Date = | May 2014 | Annual Interest Payments Due: | |
| Maturity Date = | May 2034 | May 1st & November 1st | |
| Par Amount As Of 9/30/25 = | \$820,000 | | |

^{*} Approximate Amounts

RESOLUTION 2025-07

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

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

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

WHEREAS, the District adopted Resolution 2024-06 on October 17, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District's achievement of those goals and objectives; and

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

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

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

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

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

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

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of October, 2025.

| ATTEST: | MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT | | |
|---|--|--|--|
| | | | |
| Print name: Secretary/Assistant Secretary | Print name: Chair/Vice Chair, Board of Supervisors | | |

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Meadow Pines Community Development District 2024/2025 Performance Measures and Standards Report

Program/Activity: District Administration

| Goal: | Remain compliant with Florida Law for all district meetings |
|----------------|--|
| Objec | tives: |
| • | Notice all District regular meetings, special meetings, and public hearings. |
| • | Conduct all post-meeting activities. |
| • | District records retained in compliance with Florida Sunshine Laws. |
| Perfo | rmance Measures: |
| • | All Meetings publicly noticed as required. |
| | Achieved: Yes ☑ No □ |
| • | Meeting minutes and post-meeting action completed as evidenced by District |
| | Management's records. |
| • | Achieved: Yes ☑ No ☐ District records retained as required by law, and readily available to the public. |
| • | Achieved: Yes ☑ No □ |
| | Temeved. Tes = 100 = |
| D., | ome/A ativitary District Fireway |
| rrogr Goal: | am/Activity: District Finance Remain Compliant with Florida Law for all district financing activities |
| Objec | tives: |
| • | District adopted fiscal year proposed budget by June 15 and the final fiscal year budget |
| | by September 30. |
| • | District amended fiscal year budget within 60 days following the end of the fiscal year |
| • | Process all District finance accounts receivable and payable |
| • | Support District annual financial audit activities |
| | |
| | rmance Measures: |
| • | District adopted fiscal year proposed budget by June 15 and the final fiscal year budget |
| | by September 30. Achieved: Yes ☑ No □ |
| | |
| • | District amended budget within 60 days following the end of the fiscal year. |
| | Achieved: Yes ☑ No □ |
| • | District accounts receivable/payable processed for the year. |
| | Achieved: Yes ☑ No □ |
| • | "No findings" for annual financial audit |
| | Achieved: Yes ☑ No □ |
| | o If "no" explain: |

Program/Activity: District Operations

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

Objectives:

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

Performance Measures:

• District insurance policies reviewed and in place.

Achieved: Yes ☑ No □

• Contracted Services obtained for all District operations.

Achieved: Yes ☑ No □

• All District contracts in compliance.

Achieved: Yes ☑ No □



ELECTION AGREEMENT FOR MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT A BROWARD COUNTY SPECIAL DISTRICT OR COMMUNITY DEVELOPMENT DISTRICT

This Election Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and Meadow Pines Community Development District, a special district as defined in Section 189.012, Florida Statutes, or a community development district as defined in Section 190.003(6), Florida Statutes ("District") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Florida Election Code.
- B. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist District in selecting and training Poll Workers and conducting its election(s) in Broward County, Florida; and pursuant to Section 189.04(2)(a), as applicable, District desires to delegate to Supervisor the power, duty, and authority to conduct District's election(s) under the terms, conditions, and provisions of this Agreement.
- C. Pursuant to Section 100.011(4), District is responsible for the costs associated with conducting its elections, or its proportionate share, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

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

ARTICLE 1. DEFINITIONS

- 1.1. Applicable Law means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 189 or 190 of the Florida Statutes, as applicable, on the conduct of District's elections; the Americans with Disabilities Act, 42 U.S.C. § 12101; and Section 504 of the Rehabilitation Act of 1973.
- **1.2. Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

- **1.3. Election Fees** means all fees, costs, charges, and expenses associated with the District Elections and Supervisor's performance of the Election Services, including without limitation "election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.
- **1.4. Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the District Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.
- **1.5. District Election(s)** means the District's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.
- **1.6. Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.
- **1.7. Polling Location(s)** means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.
- **1.8. Stand-Alone Election(s)** means a District Election held when only District's candidates or questions are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

- **2.1.** <u>District Elections</u>. District hereby engages Supervisor to perform Election Services in connection with the District's Elections scheduled to occur on November 3, 2026. If District desires Supervisor to perform Election Services for any additional elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.
- **2.2.** <u>Cost Estimates</u>. District acknowledges receipt of and has no objections to the current estimate of the Election Fees associated with the applicable District Elections, attached to this Agreement as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.
- **2.3.** <u>Final Invoice</u>. For each District Election, Supervisor will provide District with a final invoice, which includes the actual Election Fees associated with the applicable District Election, within six (6) months after the date of the applicable District Election ("Final Invoice").
- **2.4.** <u>Polling Locations</u>. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.
- **2.5.** <u>Poll Workers</u>. Except as otherwise provided by Applicable Law, Supervisor shall select, assign, and train an appropriate number of Poll Workers for the District Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

- **2.6.** Payment of Poll Workers. Supervisor shall set the amount of any stipends or pay rate, as applicable, for Poll Workers and pay Poll Workers in accordance with Applicable Law.
- **2.7.** <u>County Voting System</u>. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable District Election.
- 2.8. <u>Vote by Mail</u>. If the District Elections are conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to District's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and District shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. DISTRICT'S OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, District shall pay Supervisor the Election Fees incurred and any other necessary costs as provided for in Section 3.8 for each applicable District Election. District shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. District's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to District by Supervisor.

3.2. Polling Locations.

- **3.2.1.** <u>District Elections During Countywide Elections</u>. For District Elections conducted during a countywide election, the Polling Locations shall be the same polling locations and precincts designated for the applicable county, state, or federal election; which locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.
- **3.2.2.** <u>Stand-Alone Elections</u>. Not less than sixty (60) days prior to election day for the Stand-Alone Election, or the first day of Early Voting for the Stand-Alone Election, as applicable, District may provide in writing to Supervisor proposed Polling Locations for such District Election. For Polling Locations proposed by District, District shall provide Supervisor with copies of the rental agreements or other documentation for the utilization of the Polling Locations in the form and in the manner requested by Supervisor. Proposed Polling Locations shall be subject to final review and approval by Supervisor.
- **3.2.3.** <u>Use of Polling Locations</u>. For each applicable District Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by District.

- **3.2.4.** District's Additional Responsibilities for Polling Locations. District is responsible for: (a) providing any additional security requested by District for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) if additional security is requested, ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) if a Stand-Alone Election, entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent District owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.
- **3.2.5.** <u>Polling Location Changes</u>. District shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by District, including all costs associated with providing written notice to voters.
- **3.3.** <u>Cooperation with Supervisor</u>. District shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.
- No Legal Advice; District's Responsible Person. District shall be responsible for obtaining its 3.4. own legal advice and determinations of Applicable Law related to the District Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. District acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to District in connection with the performance of Supervisor's obligations under this Agreement. Prior to each District Election, District shall identify in writing and provide to Supervisor the contact information for the District's Clerk/Secretary or other official(s) who shall act as Supervisor's point of contact for District and who shall also be the District's official responsible for ensuring the performance and oversight of District's obligations in this Agreement with regard to the District Election under the Florida Election Code, and under District's governing documents, charter, or ordinances ("District's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, District agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, District's governing documents, charter, or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of District.
- **3.5.** <u>Candidate Qualifications</u>. Unless otherwise provided by Applicable Law, candidates seeking a District seat shall qualify with the Supervisor as required by Chapter 99, Florida Statutes. District acknowledges that Supervisor's role as a qualifying officer is ministerial only, and Supervisor makes no determinations on a candidate's eligibility.

- 3.6. <u>Notifications and Election Ads Required by Law.</u> Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, District shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.
- 3.7. <u>Ballots</u>; Other Election Material; and Translations. No later than the first day of District's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, District shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including any referendum titles, explanations, or questions. District shall be solely responsible for all translation costs. Further, District agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and District shall be responsible for and shall ensure that all District Election materials, including required notices and ballots, are accurate and legally sufficient.
- 3.8. Other Necessary Costs. District shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the District Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the District Election, and costs caused by any negligence, mistake, or intentional act or omission by District, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, 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. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections

4650 NW 21st Avenue

Fort Lauderdale, Florida 33309 E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office Attn: Devona A. Reynolds Perez 115 South Andrews Avenue, Suite 423

Fort Lauderdale, Florida 33301

Email addresses: dreynoldsperez@broward.org

Notices to District:

Attn: Nancy Nguyen, District Manager (name and title)

2501A Burns Road

Palm Beach Gardens, FL 33410 Email address: nnguyen@sdsinc.org

With a copy to:

Michael J. Pawelczyk, Esq.

515 East Las Olas Blvd., Suite 600, Fort Lauderdale, FL 33301

Email address: mpawelczyk@bclmr.com

5.2. <u>Public Records</u>. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of District's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

- **6.1.** <u>Dispute Resolution; Attorneys' Fees</u>. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.
- **6.2.** <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any

Broward County Election Agreement for Special Districts (8.2025)

such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 7. TERMI; TERMINATION

- 7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results have been certified, all vote processing equipment has been returned to Supervisor's warehouse, and any post-election audit or reconciliation, if required under Applicable Law, has been completed for the last District Election covered by this Agreement.
- 7.2. <u>Termination for Convenience</u>. Unless a District Election is scheduled to occur within the next ninety (90) days, or termination is otherwise prohibited by Applicable Law, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of District under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

- **8.1.** <u>Materiality and Waiver of Breach</u>. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- **8.2.** <u>Severability</u>. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- **8.3.** <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- **8.4.** <u>Amendments.</u> No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- **8.5.** <u>No Third-Party Beneficiaries</u>. Neither Supervisor nor District intends to primarily benefit a 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.
- 8.6. <u>Joint Preparation and Interpretation</u>. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.
- **8.7.** <u>Priority of Provisions.</u> If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.
- **8.8.** Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.
- **8.9.** Independent Contractor. Supervisor is acting as an independent contractor for District in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- **8.10.** <u>Incorporation by Reference</u>. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.
- **8.11.** Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
- **8.12.** <u>Nondiscrimination</u>. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and DISTRICT, signing by and through its [INSERT TITLE OF DISTRICT'S AUTHORIZED SIGNER] duly authorized to execute same.

SUPERVISOR

| By: | |
|---|----------|
| Joe Scott, Broward County Supervisor of E | lections |
| day of, 202 | |
| Approved as to form by | |
| Andrew J. Meyers | |
| Broward County Attorney | |
| 115 South Andrews Avenue, Suite 423 | |
| Fort Lauderdale, Florida 33301 | |
| Telephone: (954) 357-7600 | |
| Ву | |
| Devona A. Reynolds Perez | (Date) |
| Assistant County Attorney | |

ELECTION AGREEMENT FOR MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT A BROWARD COUNTY INDEPENDENT SPECIAL DISTRICT

ATTEST:

By:_______

Chair/Vice Chair

______ day of________, 202____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

Scott Cochran, District Attorney

EXHIBIT A - Special District Election Cost Estimate

| Description | Cost per registered voter in District (per election) |
|--|--|
| Election Fees for candidate only District Elections held in conjunction with November 2026 General Election: | \$0 |
| With Ballot Question(s) | \$2.79 |
| Each Extra Ballot Page Side | \$0.15 |
| Estimate of District's Total Number of Registered Voters as of 09/18/2025: 1,180 | Estimated Cost for November 2026 General Election: For candidate only: \$0 |
| | Estimated cost with ballot question(s) plus extra ballot pages: \$3,292.20 |
| | \$3,469.20 with 1 extra page \$3,646.20 with 2 extra pages |

October 16, 2025

RE: Meadow Pines Community Development District

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

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

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

Grau & Associates was the <u>only firm</u> to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2025, September 30, 2026 and September 30, 2027 audits. The proposed fee for the audit for fiscal year ending September 30, 2025 is \$3,300.00. The proposed fee for the audit for fiscal year ending September 30, 2026 is \$3,400.00. The proposed fee for the audit for fiscal year ending September 30, 2027 audit is \$3,500.00. The proposed fee for the audit for fiscal year ending September 30, 2028 (option year) is \$3,600.00. And the proposed fee for the audit for fiscal year ending September 30, 2029 (option year) is \$3,700.00. The approved fee for the fiscal year ending September 30, 2024 audit, which Grau & Associates has completed, was \$3,600.00. The approved Audit Fee budget for Fiscal Year 2025/2026 is \$3,700.00.

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

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

Special District Services, Inc.



Proposal to Provide Financial Auditing Services:

MEADOW PINES

Community Development District

Proposal Due: August 19, 2025 4:00PM

Submitted to:

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

Submitted by:

Antonio J. Grau, Partner Grau & Associates 1001 Yamato Road, Suite 301 Boca Raton, Florida 33431 **Tel** (561) 994-9299

(800) 229-4728

Fax (561) 994-5823 tgrau@graucpa.com www.graucpa.com



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August 19, 2025

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

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

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

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

Why Grau & Associates:

Knowledgeable Audit Team

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

Servicing your Individual Needs

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

Developing Relationships

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

Maintaining an Impeccable Reputation

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

Complying With Standards

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

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

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

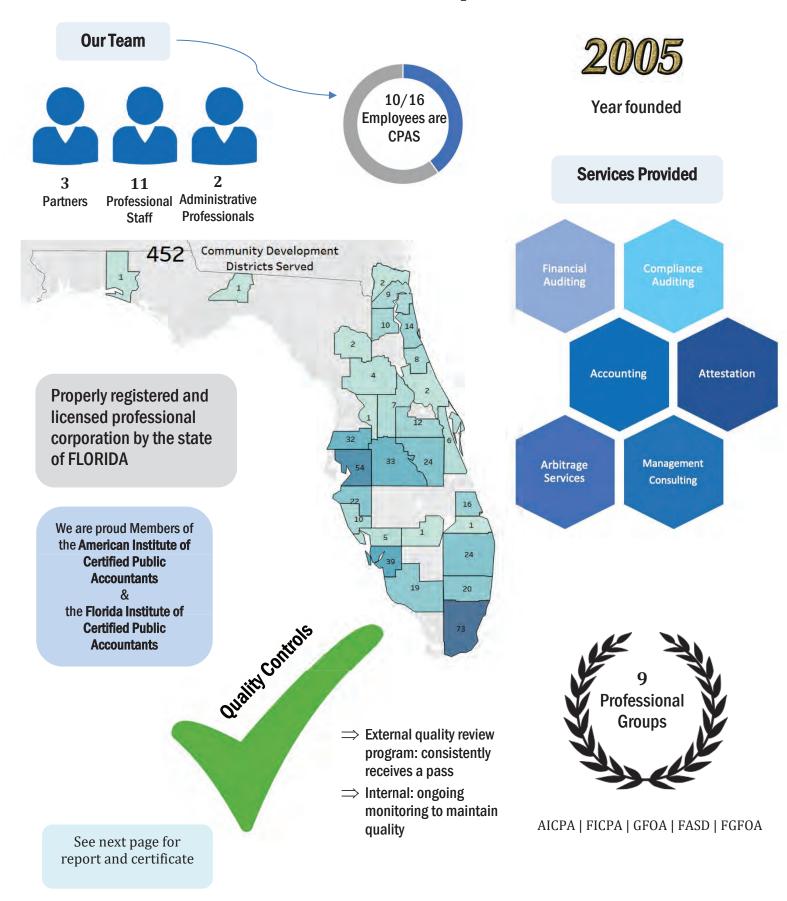
Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience









Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

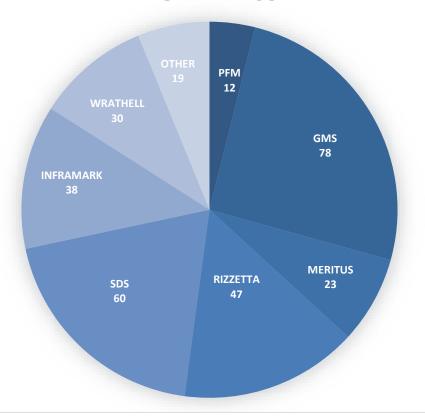
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850,224,2727, in Florida | www.ficpa.org



Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing
Audits: 35+
CPE (last 2 years):
Government
Accounting, Auditing:
32 hours; Accounting,
Auditing and Other:
58 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing
Audits: 13+
CPE (last 2 years):
Government
Accounting, Auditing:
48 hours; Accounting,
Auditing and Other:
33 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

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

- Tony Grau

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

- David Caplivski



YOUR ENGAGEMENT TEAM

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



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

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





Antonio 'Tony 'J. Grau, CPA Partner

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

Experience

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

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

Education

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

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I, II, IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

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

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association Florida Institute of Certified Public Accountants Government Finance Officers Association Member City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

| <u>Course</u> | <u>Hours</u> |
|------------------------------------|--|
| Government Accounting and Auditing | 32 |
| Accounting, Auditing and Other | <u>58</u> |
| Total Hours | 90 (includes of 4 hours of Ethics CPE) |





David Caplivski, CPA/CITP, Partner

Contact: dcaplivski@graucpa.com / 561-939-6676

Experience

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

Education

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

Certifications and Certificates

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

Clients Served (partial list)

(>300) Various Special Districts
Aid to Victims of Domestic Abuse
Boca Raton Airport Authority
Broward Education Foundation
CareerSource Brevard
CareerSource Central Florida 403 (b) Plan

Hispanic Human Resource Council
Loxahatchee Groves Water Control District
Old Plantation Water Control District
Pinetree Water Control District
San Carlos Park Fire & Rescue Retirement Plan
South Indian River Water Control District

CareerSource Central Florida 403 (b) Plan

South Indian River Water Control District

City of Lauderhill GERS

South Trail Fire Protection & Rescue District

Town of Haverhill

City of Farkland Fonce Fension Fund
City of Sunrise GERS

Coquina Water Control District

Central County Water Control District

Town of Hillsboro Beach
Town of Lantana

City of Miami (program specific audits)

Town of Lauderdale By-The-Sea Volunteer Fire Pension

City of West Park
Coquina Water Control District
East Central Regional Wastewater Treatment Facl.
East Naples Fire Control & Rescue District

Town of Pembroke Park
Village of Wellington
Village of Golf

Professional Education (over the last two years)

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

Professional Associations

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



References



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

Dunes Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 1998

Client Contact Darrin Mossing, Finance Director

475 W. Town Place, Suite 114 St. Augustine, Florida 32092

904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit
Engagement Partner Antonio J. Grau

Dates Annually since 2007

Client Contact William Rizzetta, President

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

813-933-5571

Journey's End Community Development District

Scope of Work Financial audit
Engagement Partner Antonio J. Grau

Dates Annually since 2004

Client Contact Todd Wodraska, Vice President

2501 A Burns Road

Palm Beach Gardens, Florida 33410

561-630-4922



Specific Audit Approach



AUDIT APPROACH

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

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

Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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



Phase II - Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

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

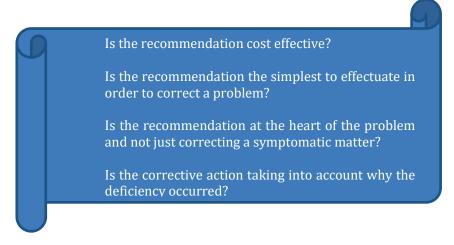
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

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

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



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



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

Communications

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

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



Cost of Services



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

| Year Ended September 30, | Fee |
|--------------------------|-----------------|
| 2025 | \$3,300 |
| 2026 | \$3,400 |
| 2027 | \$3,500 |
| 2028 | \$3,600 |
| 2029 | <u>\$3,700</u> |
| TOTAL (2025-2029) | \$17,500 |

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



Supplemental Information



PARTIAL LIST OF CLIENTS

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



ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

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

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

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

73 Current
Arbitrage
Calculations

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

For even more information on Grau & Associates please visit us on www.graucpa.com.



MEMORANDUM

TO: District Manager

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

District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

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

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

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

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

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

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

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

New Timelines and Notice Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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