BLUEWATERS
COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING
NOVEMBER 9, 2026
6:15 P.M.

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

www.bluewaterscdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
Somerset Academy Silver Palms-Cafeteria Room
23255 S.W. 115th Avenue
Miami, Florida 33032
REGULAR BOARD MEETING
November 9, 2026
6:15 p.m.

A. Call to Order
B. Proof of Publication……..Page 1
C. Establish Quorum
D. Additions or Deletions to Agenda
E. Comments from the Public for Items Not on the Agenda
F. Approval of Minutes
   1. July 13, 2026 Regular Board Meeting…….Page 3
G. Old Business
H. New Business
   1. Consider Resolution No. 2026-04 – Goals and Objectives Annual Report…….Page 6
   2. Consider Resolution No. 2026-05 – Adopting a Fiscal Year 2025/2026 Amended Budget…..,Page 9
   3. Consider Resolution No. 2026-06 – Providing the District Manager with Discretionary Spending Authority……..Page 14
   4. Consider Ratification of Services Agreement – Landscape and Irrigation Maintenance Services Agreement……..Page 16
I. Administrative & Operational Matters
J. Board Member & Staff Closing Comments
K. Adjourn

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57932	IPL0382755	Legal Ad - IPL0382755		1.0	78.0L

ATTENTION: Bluewaters Community Development District IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Bluewaters Community Development District** (the "District") will hold Regular Meetings in the Somerset Academy Silver Palms, Cafeteria Room, 23255 SW 115th Avenue, Miami, Florida 33032, at **6:15 p.m.** on the following dates:

November 9, 2026
January 11, 2027
March 8, 2027
May 10, 2027
July 12, 2027
September 13, 2027

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

www.bluewaterscdd.org
IPL0382755
Oct 26 2026

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in MIami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print In the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
10/26/26 Print

Print Tearsheet Link

Marketplace Link

Russ Davis

Sworn to and subscribed before me on Oct 26, 2026, 11:16 AM EDT

MARY CASTRO
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 134932849
MY COMMISSION EXPIRES 6/5/2028

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE

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BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

www.bluewaterscdd.org
IPL0382755
Oct 26 2026

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JULY 13, 2026

A. CALL TO ORDER

The July 13, 2026, Regular Board Meeting of the Bluewaters Community Development District (the "District") was called to order at 6:26 p.m. in the Cafeteria Room of Somerset Academy Silver Palms located at 23255 SW 115th Avenue, Miami, Florida 33032.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Herald* on October 3, 2025, as part of the District's Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Rodney Mejia, Vice Chairperson Lorna Burnett, and Supervisor Lazaro Mederos constituted a quorum and it was in order to proceed with the meeting.

Staff present: District Manager Armando Silva and District Manager Pablo Jerez of Special District Services, Inc.; and District Counsel Ginger Wald of Billing Cochran P.A.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. June 8, 2026, Regular Board Meeting & Public Hearing

The minutes of the June 8, 2026, Regular Board Meeting & Public Hearing were presented and the Board was asked if there were any changes. There being no changes, a **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed approving the minutes of the June 8, 2026, Regular Board Meeting & Public Hearing, as presented.

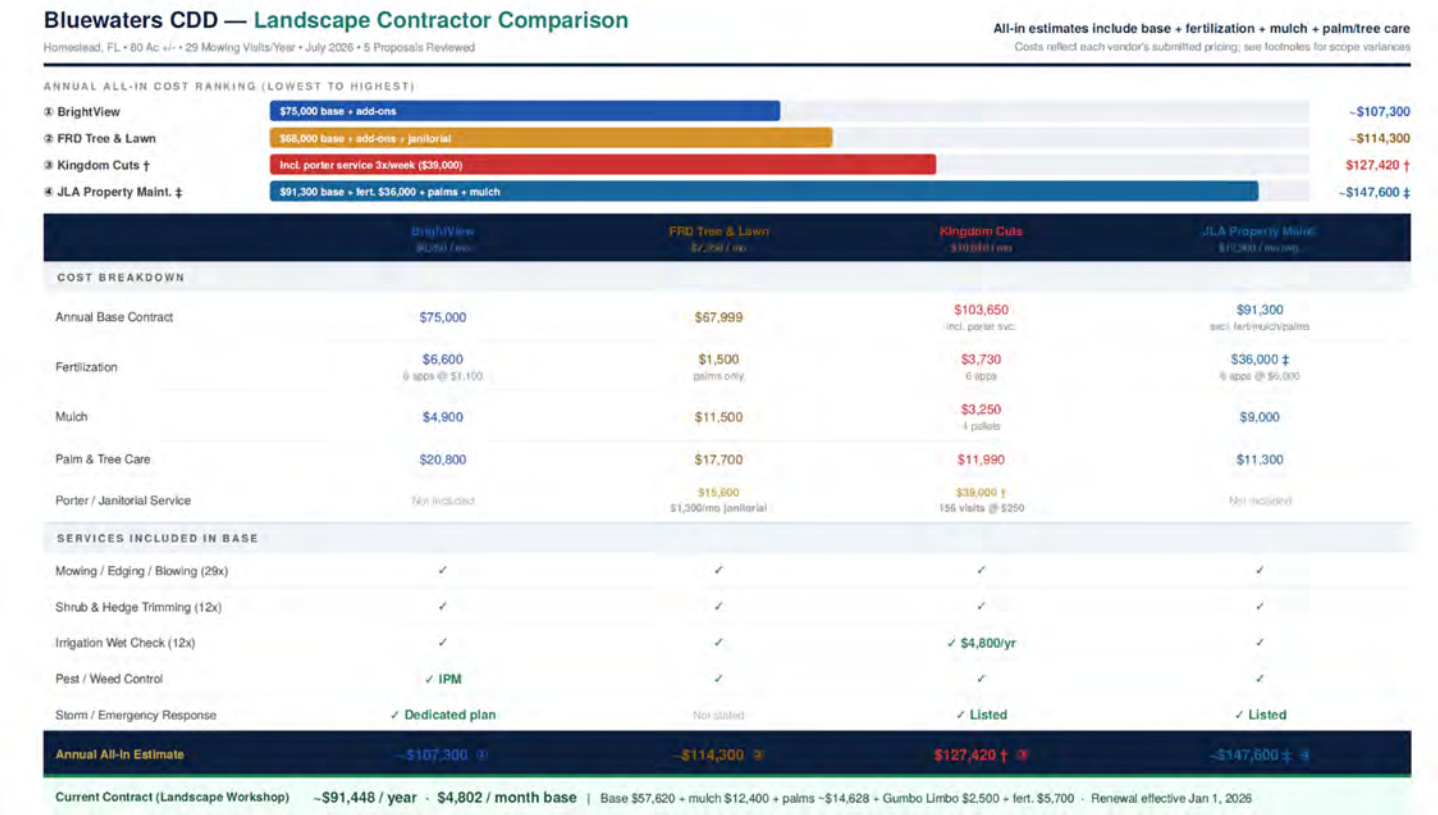
G. OLD BUSINESS

A brief discussion regarding the storm drains ensued after which the Board requested that District Staff review the drain in front of 11043 SW 242nd Street as it is not draining as quickly.

H. NEW BUSINESS

1. Consider Landscaping Proposals

Mr. Jerez presented the pricing for the landscape maintenance proposals from Kingdom Cuts, FRD Tree & Lawnscaping, JLA Property Maintenance and Brightview to the Board. A discussion ensued after which:



Bluewaters CDD — Landscape Contractor Comparison

Homestead, FL • 80 Ac +/- • 29 Mowing Visits/Year • July 2026 • 5 Proposals Reviewed

All-in estimates include base + fertilization + mulch + palm/tree care

Costs reflect each vendor's submitted pricing; see footnotes for scope variances

ANNUAL ALL-IN COST RANKING (LOWEST TO HIGHEST)

① BrightView	$75,000 base + add-ons	~$107,300
② FRD Tree & Lawn	$68,000 base + add-ons + janitorial	~$114,300
③ Kingdom Cuts †	Incl. porter service 3x/week ($39,000)	$127,420 †
④ JLA Property Maint. ‡	$91,300 base + fert. $36,000 + palms + mulch	~$147,600 ‡

	BrightView	FRD Tree & Lawn	Kingdom Cuts	JLA Property Maint.
COST BREAKDOWN				
Annual Base Contract	$75,000	$67,999	$103,650 incl. porter svc	$91,300 excl. fert/mulch/palms
Fertilization	$6,600 6 apps @ $1,100	$1,500 palms only	$3,730 6 apps	$36,000 ‡ 6 apps @ $6,000
Mulch	$4,900	$11,500	$3,250 4 pallets	$9,000
Palm & Tree Care	$20,800	$17,700	$11,990	$11,300
Porter / Janitorial Service	Not included	$15,600 $1,300/mo janitorial	$39,000 † 156 visits @ $250	Not included
SERVICES INCLUDED IN BASE				
Mowing / Edging / Blowing (29x)	✓	✓	✓	✓
Shrub & Hedge Trimming (12x)	✓	✓	✓	✓
Irrigation Wet Check (12x)	✓	✓	✓ $4,800/yr	✓
Pest / Weed Control	✓ IPM	✓	✓	✓
Storm / Emergency Response	✓ Dedicated plan	Not stated	✓ Listed	✓ Listed
Annual All-In Estimate	~$107,300 ①	~$114,300 ②	$127,420 † ③	~$147,600 ‡ ④

Current Contract (Landscape Workshop) ~$91,448 / year · $4,802 / month base | Base $57,620 + mulch $12,400 + palms ~$14,628 + Gumbo Limbo $2,500 + fert. $5,700 · Renewal effective Jan 1, 2026

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously approved terminating the landscape maintenance agreement with Landscape Workshop.

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously approved engaging FRD Lawnscaping and directing District Counsel to draft a maintenance agreement.

2. Consider New Janitorial Services

A discussion ensued and FRD Lawnscaping will be conducting Janitorial services.

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed terminating the janitorial services from AT Professional Cleaning.

3. 2026 Legislative Memo

Ms. Wald reviewed the 2026 Florida Legislative Update and provided a brief explanation of each item.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

Mr. Jerez informed the Board that Florida Sidewalk Solutions was engaged in addressing raised sidewalks in the CDD owned sidewalks.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no further Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed adjourning the Regular Board Meeting at 6:56 p.m.

_____	_____
Secretary/Assistant Secretary	Chairperson/Vice Chairperson

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS 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 Bluewaters 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 2024-07 on November 11, 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 BLUEWATERS 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 9th day of November, 2026.

ATTEST:	**BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: **District Administration**
Goal: Remain compliant with Florida Law for all district meetings
Objectives:

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

Performance Measures:

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

Program/Activity: **District Finance**
Goal: Remain Compliant with Florida Law for all district financing activities
Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- "No findings" for annual financial audit (**NO**)
    - If "yes" explain

Program/Activity: **District Operations**
Goal: Insure, Operate and Maintain District owned Infrastructure & assets
Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2025/2026 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

Section 1. The Amended Budget for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is hereby approved and adopted.

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

PASSED, ADOPTED and BECOMES EFFECTIVE this 9th day of November, 2026.

ATTEST:

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

Bluewaters
Community Development District

Amended Final Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026

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I AMENDED FINAL OPERATING FUND BUDGET

II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26	AMENDED FINAL BUDGET 10/1/25 - 9/30/26	YEAR TO DATE ACTUAL 10/1/25 - 9/29/26
ADMINISTRATIVE ASSESSMENTS	93,879	**94,552**	94,552
MAINTENANCE ASSESSMENTS	147,627	**147,144**	147,144
DEBT ASSESSMENTS	302,048	**302,861**	302,861
OTHER REVENUES	0	**0**	0
INTEREST INCOME	1,440	**17,500**	17,229
TOTAL REVENUES	**$ 544,994**	**$ 562,057**	**$ 561,786**
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	2,000	**2,400**	2,400
PAYROLL TAXES (EMPLOYER)	153	**184**	184
MANAGEMENT	34,308	**34,308**	34,308
SECRETARIAL	4,200	**4,200**	4,200
LEGAL	11,500	**11,500**	9,930
LEGAL/OTHER	2,400	**0**	0
ASSESSMENT ROLL	6,000	**6,000**	6,000
AUDIT FEES	3,700	**3,700**	3,700
ARBITRAGE REBATE FEE	650	**650**	650
INSURANCE	9,200	**9,217**	9,217
LEGAL ADVERTISING	4,000	**3,600**	2,492
MISCELLANEOUS	2,600	**3,000**	2,743
POSTAGE	400	**225**	199
OFFICE SUPPLIES	550	**425**	363
DUES & SUBSCRIPTIONS	175	**175**	175
TRUSTEE FEES	4,500	**3,500**	3,500
CONTINUING DISCLOSURE FEE	350	**350**	350
WEBSITE MANAGEMENT	2,000	**2,000**	2,000
ADMINISTRATIVE CONTINGENCY	1,000	**1,000**	0
TOTAL ADMINISTRATIVE EXPENDITURES	**$ 89,686**	**$ 86,434**	**$ 82,411**
MAINTENANCE EXPENDITURES			
AQUATIC MAINTENANCE	6,000	**3,912**	3,912
ANNUAL LANDSCAPE & IRRIGATION SYSTEM MAINTENANCE	68,000	**96,000**	93,023
LANDSCAPING UPKEEP	15,000	**2,500**	0
FPL - IRRIGATION	1,000	**848**	848
IRRIGATION SYSTEM UPKEEP	5,000	**1,500**	0
COMMUNITY JANITORIAL SERVICES	18,000	**17,316**	15,873
PARKING ENFORCEMENT & TOWING EXPENSES	7,500	**7,200**	7,200
FIELD OPERATIONS	2,520	**2,520**	2,520
ENGINEERING/INSPECTIONS/OTHER	2,000	**2,800**	2,800
STORM DRAIN CLEANING - TOWNHOMES	15,000	**21,085**	21,085
STORM DRAINAGE/CLASS V PERMIT	3,500	**1,000**	0
HOLIDAY LIGHTING AND DÉCOR	12,000	**19,130**	19,130
PRESSURE CLEANING	10,000	**10,000**	9,340
MAINTENANCE CONTINGENCY (WIRELESS, SIDEWALK REPAIRS, ETC.)	8,000	**10,000**	8,502
TOTAL MAINTENANCE EXPENDITURES	**$ 173,520**	**$ 195,811**	**$ 184,233**
TOTAL EXPENDITURES	**$ 263,206**	**$ 282,245**	**$ 266,644**
REVENUES LESS EXPENDITURES	**$ 281,788**	**$ 279,812**	**$ 295,142**
BOND PAYMENTS	(283,925)	**(288,646)**	(288,646)
			$ -
BALANCE	**$ (2,137)**	**$ (8,834)**	**$ 6,496**
COUNTY APPRAISER & TAX COLLECTOR FEE	(10,871)	**(5,232)**	(5,232)
DISCOUNTS FOR EARLY PAYMENTS	(21,742)	**(20,336)**	(20,336)
EXCESS/ (SHORTFALL)	**$ (34,750)**	**$ (34,402)**	**$ (19,072)**
CARRYOVER FROM PRIOR YEAR	34,750	**34,750**	0
NET EXCESS/ (SHORTFALL)	**$ -**	**$ 348**	**$ (19,072)**

FUND BALANCE AS OF 9/30/25	$462,312
FY2025/2026 ACTIVITY	($34,402)
FUND BALANCE AS OF 9/30/26	$427,910

Notes

Carryover From Prior Year Of $34,750 used to reduce Fiscal Year 2025/2026 Assessments.
Carryover From Prior Year Of $40,600 to be used to reduce Fiscal Year 2026/2027 Assessments.

AMENDED FINAL BUDGET
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26	AMENDED FINAL BUDGET 10/1/25 - 9/30/26	YEAR TO DATE ACTUAL 10/1/25 - 9/29/26
Interest Income	1,000	**3,650**	3,584
NAV Tax Collection	283,925	**288,646**	288,646
Total Revenues	**$ 284,925**	**$ 292,296**	**$ 292,230**
EXPENDITURES			
Principal Payments (2024)	176,000	**176,000**	176,000
Interest Payments (2024)	107,100	**111,500**	111,500
Principal Redemption (2024)	1,825	**0**	0
Total Expenditures	**$ 284,925**	**$ 287,500**	**$ 287,500**
Excess/ (Shortfall)	**$ -**	**$ 4,796**	**$ 4,730**

FUND BALANCE AS OF 9/30/25	$72,021
FY 2025/2026 ACTIVITY	$4,796
FUND BALANCE AS OF 9/30/26	$76,817

Notes
Revenue Fund Balance = $76,817*.
Interest Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $51,350.
* Approximate Amounts

Series 2025 Bond Refunding Information

Original Par Amount =	$2,398,000	Annual Principal Payments Due:
Interest Rate =	5.00%	May 1st
Issue Date =	July 2025	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st
Par Amount As Of 9/30/26 =	$2,054,000	

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT, PROVIDING THE DISTRICT MANAGER WITH LIMITED DISCRETIONARY SPENDING AUTHORITY UNDER CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE DISTRICT MANAGER TO EXECUTE CERTAIN AGREEMENTS AND PROPOSALS ON BEHALF OF THE DISTRICT IN CONNECTION WITH SUCH AUTHORITY; PROVIDING FOR REPORTING TO AND RATIFICATION BY THE BOARD OF SUPERVISORS; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION

WHEREAS, the Bluewaters Community Development District (the "District") is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and having those powers set forth in Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (the "Board") has determined that it is appropriate to provide the District Manager of the District, as named herein (the "Manager") with certain discretionary authority to make certain expenditures and purchases and enter into certain limited agreements, contracts and proposals (collectively referred to herein as, "Agreements") with contractors, consultants, and vendors (each a "Service Provider") with respect to services benefiting and on behalf of the District, provided that such an expenditure does not exceed established thresholds that the expenditure is contemplated or within the funding designated for such service, as reflected in the applicable fiscal year budget for the District, and the expenditure is for a one-time repair, purchase or maintenance item; and

WHEREAS, the Board has determined that it is in the best interest of the public and the residents of the District to delegate such discretionary spending authority to the District Manager, which will provide for greater efficiency in the delivery of services required by the District, and will therefore benefit those residing within the boundaries of the District.

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

Section 1. The above recitals, true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The Manager is hereby authorized to make certain expenditures and purchases, and enter into Agreements with Service Providers with respect to items benefiting the District, provided each of the following conditions are satisfied:

A. The expenditure of District funds is for one-time repair, purchase, maintenance items or other expenditure of a limited duration.

B. The amount to be paid to any Service Provider does not exceed _____ **AND 00/100 ($_____.00) DOLLARS** for any one-time repair, purchase, maintenance item or other expenditure.

C. The expenditure for such service or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible.

D. The expenditure is within the District's power as reflected in the District Charter and in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District Rule of Procedure.

E. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

Section 3. Any Agreement entered in accordance with this Resolution shall be reported to the Board at the following regularly scheduled meeting or Special Meeting of the Board. A copy of the Agreement along with any other proposals solicited shall be provided with the agenda materials distributed to the Board for purposes of Board ratification. Although not required, Members of the Board shall make every effort, individually, to direct any questions each individual Supervisor may have to the District Manager prior to the meeting of the Board in which the Agreement is reported. The failure to report or ratify an Agreement pursuant to this Resolution shall not have the effect, nor shall it be construed, to invalidate or void such an Agreement.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repelled to the extent of such conflict.

Section 5. If any clause, section or other part application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied it shall not affect the validity of the remaining portions or the applications of the Resolution.

PASSED AND ADOPTED THIS 9th DAY OF November, 2026.

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:_____ By:_____

Print name: _____ Print name: _____

Secretary/Assistant Secretary
Board of Supervisors

Chair/Vice-Chair

SERVICES AGREEMENT
(LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT)

THIS SERVICES AGREEMENT is made and entered into this 17 day of August, 2026 (the "Agreement"), by and between:

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Homestead, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation, whose principal and mailing address is 14805 SW 258 Street, Homestead, Florida 33302 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District is responsible for the landscape maintenance of certain areas located within the boundaries of the District, which areas are more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Landscape Areas"); and

WHEREAS, the District has a need to retain an independent landscape maintenance service provider to provide such services to the Landscape Areas within the District (the "Landscape Maintenance Services"), as more particularly described in the Contractor's Proposal, attached hereto and made a part hereof as Exhibit "B" (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District at its meeting of July 13, 2026, authorized the proper District officials to enter into this Agreement with Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services in accordance with this Agreement and the Proposal.

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. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES

A. The duties, obligations and responsibilities of Contractor are described in the Proposal, attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Nothing in this Agreement shall be construed to obligate either party to conduct business exclusively with the other party.

B. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality Landscape Maintenance Services in accordance with this Agreement and the Proposal.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

E. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

F. In providing the Landscape Maintenance Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Landscape Maintenance Services.

G. At the request of the District Representative, the Contractor agrees to meet with the District Representative to walk the property to discuss conditions, schedules, times, and other matters of concern regarding this Agreement.

H. The Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Landscape Maintenance Services within five (5) calendar days.

I. On a monthly basis, the Contractor shall perform inspections of the Landscape Area to ensure the quality of the Landscape Maintenance Services, proactively identify and resolve landscape and irrigation maintenance issues, and conduct wet checks according to its Standard Operating Procedure for Wet Checks (collectively, the "Monthly Inspections"). Further, Contractor shall provide written reports detailing Landscape Maintenance Services performed during the prior month and the results of Contractor's Monthly Inspections to the District Manager or his or her designee on a monthly basis.

J. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when Landscape Maintenance Services are scheduled to be performed and after such services have been performed. On no more than a monthly basis, Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing Landscape Maintenance Services performed during the prior month.

K. Contractor agrees, as an independent contractor, to undertake and perform the Landscape Maintenance Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

L. All Landscape Maintenance Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Landscape Maintenance Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

M. Should any Landscape Maintenance Services and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

N. Contractor agrees that District shall not be liable for the payment of any Landscape Maintenance Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

O. Nothing in this Agreement shall be construed to obligate the District to purchase landscape or plant materials from Contractor or to require District to utilize Contractor to perform landscape and plant installation or trimming.

P. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor’s acts or omissions or the acts or omissions of its subcontractors or suppliers.

Q. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

R. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

S. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

SECTION 3. COMPENSATION.

A. In exchange for providing the Landscape Maintenance Services pursuant to this Agreement, as amended from time to time, the District agrees to an annual contract amount not to exceed **ONE HUNDRED TEN THOUSAND SIX HUNDRED NINETY-NINE AND 92/100 DOLLARS ($110,699.92)**, payable to the Contractor as follows:

Service:	**Compensation**
Landscape Maintenance Services	$5,666.66 per month
Debris Pickup Services (two (2) visits per week, for a total of eight (8) visits per month	$1,000.00 per month
Mulch Installation in all common areas (once annually)	$11,500.00 per year
Palm Care Services for Royal, Bismarckia, and Coconut Palms	$17,700.00 per year.
Palm Fertilization Services	$1,500.00 per year

B. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor's Proposal and provided that any additional compensation for additional duties shall not cause the total amount for landscape services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month.

C. Neither the amount of compensation per service visit nor the Annual Contract Amount shall be increased unless an increase in either or both is approved in writing by both parties and reflected in an amendment to this Agreement made in accordance with Section 13 of this Agreement.

SECTION 4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform

Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

SECTION 5. WAIVER. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Proposal, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Proposal.

SECTION 6. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Landscape Maintenance Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Landscape Maintenance Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Landscape Maintenance Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and the provisions of Landscape Maintenance Services within twenty-four (24) hours.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible properly (other than the work itself), including the loss of use

resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

SECTION 8. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars ($100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

   $1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

   a. Premises and Operations;
   b. Independent Contractors;
   c. Product and Completed Operations Liability;

d. Broad Form Property Damage; and
e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Bluewaters Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 10. SITE MANAGER. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape Maintenance Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

SECTION 11. TERM. This Agreement shall commence on the Effective Date of _____, 2026, upon the execution by the parties, and, unless otherwise terminated in accordance with this Agreement, shall end and terminate on September 30, 2026, which thereafter shall automatically be extended for extension terms of one year each, coinciding with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein, and subject to the Contractor's acceptable level of performance and approved funding by District.

SECTION 12. AGREEMENT. This instrument, together with its exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

SECTION 14. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 15. TERMINATION. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to

Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

A. Cease the performance of all Landscape Maintenance Services under this Agreement; and

B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Landscape Maintenance Services under this Agreement as is not terminated; and

C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Landscape Maintenance Services terminated by the notice of termination; and

D. Complete performance of the Landscape Maintenance Services through the effective date of termination; and

E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and

F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and

G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Landscape Maintenance Services to the District or the District's new provider of such Landscape Maintenance Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Landscape Maintenance Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

SECTION 16. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Bluewaters Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **FRD Complete Tree Service & Lawn Care, Inc.**
14805 SW 258 Street
Homestead, Florida 33032
Attention: Luis A. Solorzano, President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

SECTION 20. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG

SECTION 21. DEFINITIONS. Terms used in this Agreement that are defined in the Landscape Maintenance Services Proposal shall have the meanings indicated therein.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 26. FAMILIARITY WITH LAWS. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Landscape Maintenance Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

SECTION 27. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs

incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 28. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 29. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:

    1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.

    2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

    3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 30. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or

services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 31. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

SECTION 32. EXTRA WORK. Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

SECTION 33. CONFLICTS. In the event of any conflict or inconsistency between the terms of this Agreement and the terms and conditions of Exhibit "A" or Exhibit "B", this Agreement shall control. To the extent there is a conflict between Exhibit "A" and Exhibit "B", Exhibit "B" shall control unless otherwise expressly stated in writing by the parties.

SECTION 34. DAMAGE TO DISTRICT PROPERTY. Contractor will be held responsible for the care, protection, and condition of all work performed pursuant to this Agreement and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of sodded areas owned or maintained by the District, resulting from Contractor's performance of the Scope of Work or otherwise occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its employees, agents, subcontractors, or suppliers.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

Armando Silva (Aug 17, 2026 16:22:16 EDT)

Print name: Armando Silva
Secretary/Assistant Secretary

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

Rodney Mejia (Aug 10, 2026 16:58:02 EDT)

Print name: Rodney Mejia
Chairman/Vice-Chairman

10 day of August, 2026

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

_____

_____
[PRINT NAME OF WITNESS]

_____

_____
[PRINT NAME OF WITNESS]

(CORPORATE SEAL)

CONTRACTOR:

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation

By: Luis Solorzano
Luis Solorzano (Aug 17, 2026 14:14:23 EDT)

Print name: Luis Solorzano

Title: President

17 day of August, 2026

EXHIBIT "A"

LANDSCAPE AREA



EXHIBIT "B"

PROPOSAL



FRD complete tree service & lawn care
14805 Sw 258th AVE Homestead FL 33032
786 269-7451 Fax 786 377-3630
Email: Luis.jl2078@gmail.com
Cellphone: 305 224 3846

Lawn Service Contract 2026

Bluewaters Community
11133 SW 242nd St
Homestead, FL 33032
United States

SCOPE OF WORK

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TL
Mowing	2	2	2	2	2	3	3	3	3	2	2	2	29
Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Hard Edging	2	2	2	2	2	3	3	3	3	2	2	2	29
Bed Edging	2	2	2	2	2	3	3	3	3	2	2	2	29
Air Blowing	2	2	2	2	2	3	3	3	3	2	2	2	29
Roundoff	1	1	1	1	1	1	1	1	1	1	1	1	12
Wet Check	1	1	1	1	1	1	1	1	1	1	1	1	12

TOTAL PER MONTH = $5,666.66
TOTAL PER YEAR = $67,999.92

Mulch in all common areas $11,500– Once per year
Palm care – Royal, Bismarckia, Coconut - $17,700
Fertilize Palms - $1,500

Debris Pickup – 2 times per week (8 visits per month) -
TOTAL PER MONTH = $1,000.00
TOTAL PER YEAR = $12,000

TOTAL PER YEAR = $110,699.92

Other Service
For extra service there will be an additional charge

Service and extra work on property (not included per contract

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Final Audit Report 2026-08-17

Created:	2026-08-03
By:	Pablo Jerez (pjerez@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWqHCrGTNkd1ItxOOsZnjq_hK5aFO6-g6

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2026-08-03 - 6:03:52 PM GMT

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2026-08-17 - 8:21:39 PM GMT

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Agreement completed.
2026-08-17 - 8:22:16 PM GMT