



**BLUEWATERS
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 9, 2023
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
October 9, 2023
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. June 12, 2023 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Update Regarding Traffic Signal Request – SW 242nd Street & SW 112th Avenue.....Page 6
 - 2. Update Regarding Installation of Electrical Outlets and Holiday Lighting
- H. New Business
 - 1. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2022/2023 Amended Budget.....Page 8
 - 2. Consider Engineering Agreement – Alvarez Engineers.....Page 13
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

Publication Date
2023-09-29

Subcategory
Miscellaneous Notices

BLUEWATERS COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 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:

October 9, 2023

December 11, 2023

February 12, 2024

March 11, 2024

April 8, 2024

May 13, 2024

June 10, 2024

September 9, 2024

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 insure 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

9/29 23-37/0000685947M

**BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JUNE 12, 2023**

A. CALL TO ORDER

District Manager Nancy Nguyen called the June 12, 2023, Regular Board Meeting of District to order at 6:15 p.m. in the Somerset Academy Silver Palms Cafeteria Room located at 23255 SW 115th Avenue, Miami, Florida 33032.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on May 23, 2023, and May 30, 2023, as legally required.

C. ESTABLISH A QUORUM

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

Staff in attendance included: District Manager Nancy Nguyen (on behalf of Armando Silva) of Special District Services, Inc.; and District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. CONSIDER RESIGNATION OF STEVEN MAIR (SEAT 4)

Ms. Nguyen stated that she was in possession of a resignation letter from Steven Mair with an effective date of June 4, 2023, and it would be in order for the Board to consider it. A discussion ensued after which:

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed accepting the resignation of Steven Mair, effective June 4, 2023.

Ms. Nguyen stated that there was now a vacancy in Seat #4 which term expires in November 2024.

Ms. Nguyen reminded the Board that there was also a vacancy in Seat #5, which term expires in November 2026.

E. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen advised that she would like to add the following item to the agenda:

- Old Business, Item 3: Discussion Regarding Miami-Dade County Owned Sidewalk Trip Hazards

The Board acknowledged Ms. Nguyen's request.

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

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

G. APPROVAL OF MINUTES

1. March 13, 2023 - Regular Board Meeting

Ms. Nguyen presented the minutes of the March 13, 2023, Regular Board Meeting and asked if there were any corrections and/or revisions. There being no changes, a **motion** was made by Mr. Mejia, seconded by Mr. Medera and passed unanimously approving the minutes of the March 13, 2023, Regular Board Meeting, *as presented*.

NOTE: *At approximately 6:18 p.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.*

H. PUBLIC HEARING

1. Proof of Publication

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on May 23, 2023, and May 30, 2023, as legally required.

2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget

Ms. Nguyen opened the public comment portion of the Public Hearing to receive comments on the 2023/2024 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. 2023-03 – Adopting a fiscal Year 2023/2024 Final Budget

Ms. Nguyen presented Resolution No. 2023-03, entitled:

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title into the record and stated that the document provides for approving and adopting the fiscal year 2023/2024 final budget and the non-ad valorem special assessment tax roll. A discussion ensued after which:

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed to approve and adopt Resolution No. 2023-03, *as presented*; thereby setting the 2023/2024 final budget and non-ad valorem special assessment tax roll.

NOTE: *At approximately 6:21 p.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.*

I. OLD BUSINESS

1. Update Regarding Traffic Signal Request – SW 242nd Street & SW 112th Avenue

Ms. Nguyen presented the following email from Mr. Pierre-Louis of FDOT:

From: Pierre-Louis, Ronald [mailto:Ronald.Pierre-Louis@dot.state.fl.us]
Sent: Tuesday, May 30, 2023 9:28 AM
To: Pablo Jerez <pjerez@sdsinc.org>
Cc: bportal@kittelton.com; Llerena, Xaviel <Xaviel.Llerena@dot.state.fl.us>; Mansfield, Ryan <rmansfield@kittelton.com>
Subject: RE: SW 112th Avenue and SW 242nd Street. Request for a traffic signal installation.

Good morning, Mr. Jerez,

The ICE Stage 2 is ongoing. I will give you update as soon as we receive the draft report.

Ms. Nguyen reminded the Board that Stage 2 entails a detailed benefit-cost analysis and control strategy feasibility. Ms. Nguyen advised that more information on this item will be provided in a future meeting.

2. Update Regarding Installation of Electrical Outlets

Ms. Nguyen presented plans for the installation of 11 GFCIs (Ground Fault Circuit Interpreters or outlets), six (6) handholes, boring of approximately 1,085' under grass, and boring of approximately 140' under asphalt. Ms. Nguyen also presented the following proposals for the Board's consideration.

- Unlimited Electrical Solutions: \$13,894 (does not include the 6 handholes)
- Worldwide Distributors, Inc. dba Elighting: \$29,850
- J & I Electric Services Corp: \$32,954

Ms. Nguyen explained the purpose of handholes. A discussion ensued after which:

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed accepting the proposal received from Worldwide Distributors, Inc. dba Elighting in the amount of \$29,850 for the complete scope of work outlined above; directing District Counsel to create an agreement and further authorizing the District Manager to execute such Agreement on behalf of the District.

J. NEW BUSINESS

1. Consider Resolution No. 2023-04 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Ms. Nguyen presented Resolution No. 2023-04, entitled:

RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

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

A **motion** was made by Mr. Mejia, seconded by Mr. Mederos and unanimously passed approving and adopting Resolution No. 2023-04, *as presented*; thereby setting the 2023/2024 regular meeting schedule and authorizing the publication of same, as required by law.

2. Discussion Regarding Refinancing of Series 2014 Bonds (FMS Bonds)

Ms. Nguyen stated that the bond specialists, FMS Bonds, had advised that if the adjustment occurred today, the new rate would be 5.5%. As such, FMS Bonds recommended that the District wait until the rates adjust on May 1, 2024. A discussion ensued, after which, the Board consensus was to wait until May 2024 to discuss this matter.

3. ADD-ON: Discussion Regarding County Owned Sidewalk Trip Hazards

Ms. Nguyen provided the Board a map depicting the approximate locations of 46 Miami-Dade County (the “County”) owned sidewalk trip hazards. Ms. Nguyen further explained that these trip hazards have been reported to the County. The Board members reviewed the map and requested that some additional trip hazards be reported to the County. Ms. Nguyen acknowledged the Board’s request.

K. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report as Required

There was no staff report at this time.

L. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen stated that unless an emergency were to arise, the Board would not need to meet again until September 11, 2023, or October 9, 2023.

M. 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 to adjourn the Regular Board Meeting at 6:41 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

From: Pierre-Louis, Ronald [<mailto:Ronald.Pierre-Louis@dot.state.fl.us>]

Sent: Tuesday, September 12, 2023 7:25 AM

To: Pablo Jerez <pjerez@sdsinc.org>

Cc: Llerena, Xaviel <Xaviel.Llerena@dot.state.fl.us>; Sierra, Ramon <Ramon.Sierra@dot.state.fl.us>; Meitin, Omar <Omar.Meitin@dot.state.fl.us>

Subject: Section 87015, SR 989 / SW 112th Avenue / Allapattah Drive at SW 242nd Street. Request for a traffic signal installation. CTP 2022-07-0003

Florida Department of Transportation
District 6 Traffic Operations Office
1000 NW 111th Avenue, Room 6206A
Miami, Florida 33172-5800
Telephone (305) 470-5335

September 12nd, 2023

Mr. Pablo Jerez

Email: pjerez@sdsinc.org

SUBJECT: Section 87015, SR 989 / SW 112th Avenue / Allapattah Drive at SW 242nd Street. Request for a traffic signal installation. CTP 2022-07-0003

Good morning, Mr. Jerez,

This is in response to your request for a traffic signal installation along the subject intersection of SW 112th Avenue / Allapattah Drive at SW 242nd Street. The Department completed a signal warrant analysis study at this location which included field observations, turning movement counts, vehicular approach counts, review of crash data, vehicular delays, and engineering judgement. Based on the results of the study, **it was recommended to install a traffic signal.** Our office will present the study report and its findings to the department's scoping committee for funding, design, and construction approval through the work program for implementation.

The Department appreciates the time you have taken in bringing this matter to our attention and remains committed to addressing the community's traffic and highway safety needs. Should you have any questions, please feel free to contact our office at (305) 470-5188 or via e-mail at Ronald.Pierre-Louis@dot.state.fl.us

Best regards,

Ronald Pierre-Louis

Florida Department of Transportation

District 6 Traffic Operations

Adam Leigh Cann Building

1000 NW 111 Ave, Room 6202A

Miami, Florida 33172

Phone: (305) 470-5188

Email: Ronald.Pierre-Louis@dot.state.fl.us



Put it Down , Don't text and drive

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 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 2022/2023 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 October, 2023.

ATTEST:

**BLUEWATERS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Bluewaters
Community Development District

**Amended Final Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

CONTENTS

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

AMENDED FINAL BUDGET
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
ADMINISTRATIVE ASSESSMENTS	73,495	74,231	74,231
MAINTENANCE ASSESSMENTS	125,021	125,022	125,022
DEBT ASSESSMENTS	419,947	419,949	419,949
OTHER REVENUES	0	0	0
INTEREST INCOME	420	17,800	17,693
TOTAL REVENUES	\$ 618,883	\$ 637,002	\$ 636,895
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	2,000	1,384	1,384
PAYROLL TAXES (EMPLOYER)	153	115	115
MANAGEMENT	31,452	31,452	31,452
SECRETARIAL	4,200	4,200	4,200
LEGAL	11,500	9,000	6,376
LEGAL/OTHER	2,400	0	0
ASSESSMENT ROLL	6,000	6,000	6,000
AUDIT FEES	3,800	3,800	3,800
ARBITRAGE REBATE FEE	650	650	0
INSURANCE	6,800	7,778	7,778
LEGAL ADVERTISING	675	500	170
MISCELLANEOUS	2,820	2,500	1,909
POSTAGE	475	170	148
OFFICE SUPPLIES	625	270	222
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	4,500	4,500	4,500
CONTINUING DISCLOSURE FEE	350	350	350
WEBSITE MANAGEMENT	2,000	2,000	2,000
ADMINISTRATIVE CONTINGENCY	1,000	1,000	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 81,575	\$ 75,844	\$ 70,579
MAINTENANCE EXPENDITURES			
AQUATIC MAINTENANCE	6,000	6,000	5,213
ANNUAL LANDSCAPE & IRRIGATION SYSTEM MAINTENANCE	54,000	54,000	51,350
LANDSCAPING UPKEEP	10,000	30,000	25,828
FPL - IRRIGATION	5,000	1,000	0
ELECTRICITY FOR IRRIGATION SYSTEM & SIGNAGE	1,500	1,200	1,042
COMMUNITY JANITORIAL SERVICES	18,000	17,316	17,316
PARKING ENFORCEMENT & TOWING EXPENSES	7,500	7,200	7,200
FIELD OPERATIONS	2,520	2,520	2,520
ENGINEERING/INSPECTIONS/OTHER	2,000	1,120	1,120
MAINTENANCE CONTINGENCY (DRAINAGE, TRENCHING, ETC.)	11,000	55,000	49,955
TOTAL MAINTENANCE EXPENDITURES	\$ 117,520	\$ 175,356	\$ 161,544
TOTAL EXPENDITURES	\$ 199,095	\$ 251,200	\$ 232,123
REVENUES LESS EXPENDITURES	\$ 419,788	\$ 385,802	\$ 404,772
BOND PAYMENTS	(394,750)	(399,895)	(399,895)
BALANCE	\$ 25,038	\$ (14,093)	\$ 4,877
COUNTY APPRAISER & TAX COLLECTOR FEE	(12,369)	(5,952)	(5,952)
DISCOUNTS FOR EARLY PAYMENTS	(24,739)	(23,586)	(23,586)
EXCESS/ (SHORTFALL)	\$ (12,070)	\$ (43,631)	\$ (24,661)
CARRYOVER FROM PRIOR YEAR	12,070	0	0
NET EXCESS/ (SHORTFALL)	\$ (0)	\$ (43,631)	\$ (24,661)

FUND BALANCE AS OF 9/30/22	
FY 2022/2023 ACTIVITY	
FUND BALANCE AS OF 9/30/23	

\$495,472
(\$43,631)
\$451,841

Notes

Carryover From Prior Year Of \$12,070 used to reduce Fiscal Year 2022/2023 Assessments.
Carryover From Prior Year Of \$38,020 to be used to reduce Fiscal Year 2023/2024 Assessments.

AMENDED FINAL BUDGET
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
Interest Income	25	18,794	18,694
NAV Tax Collection	394,750	399,895	399,895
Total Revenues	\$ 394,775	\$ 418,689	\$ 418,589
EXPENDITURES			
Principal Payments	225,000	225,000	225,000
Interest Payments	109,395	112,455	112,455
Mandatory Principal Redemption	60,380	45,000	45,000
Total Expenditures	\$ 394,775	\$ 382,455	\$ 382,455
Excess/ (Shortfall)	\$ -	\$ 36,234	\$ 36,134

FUND BALANCE AS OF 9/30/22	\$444,511
FY 2022/2023 ACTIVITY	\$36,234
FUND BALANCE AS OF 9/30/23	\$480,745

Notes

Reserve Fund Balance = \$193,005*. Revenue Fund Balance = \$287,740*.
Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$52,020 and
Extraordinary Mandatory Principal Payment Of \$45,000.

* Approximate Amounts

Series 2014 Bond Refunding Information

Original Par Amount =	\$5,220,000	Annual Principal Payments Due:
Interest Rate =	3.4% - 8.4%	May 1st
Issue Date =	August 2014	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$3,060,000	

Engineering Agreement

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between the Bluewaters Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Bluewaters Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
 1. Preparation of any necessary reports and applications.
 2. Attendance at meetings of the District's Board of Supervisors.
 3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
 4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contracts, issuance of certificates of construction and payment, assisting

and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the District's Board of Supervisors.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain

in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. Engineer 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 contract term and following completion of the Agreement if the Engineer 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 Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer 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. Engineer 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 Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ENGINEER 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 ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501 BURNS ROAD, SUITE A
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561)630-4922**

ARTICLE 15 EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 16 CONTROLLING LAW

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A

MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.
Alvarez Engineers, Inc.
8935 NW 35 Lane
Suite 101
Doral, Florida 33172

If to District

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

With a Copy to:

Mr. Dennis E. Lyles
Billing, Cochran, Lyles, Mauro & Ramsey
515 E Las Olas Blvd., 6th Floor
Ft. Lauderdale, FL 33301
dlyles@bclmr.com

ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 25 E-VERIFY

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. 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. Notwithstanding

the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor 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 Sates for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor 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 promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. 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.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Bluewaters Community
Development District

Attest

Chairperson/Vice Chairperson

Witness

District Engineer

DocuSigned by:

91E21FBBCEDD4E0...

Juan R. Alvarez, P.E.

DocuSigned by:

E23FAD9E4AE843C...

Witness

Schedule "A"**Alvarez Engineers, Inc.****2023 Hourly Personnel Billing Rates**

Principal	\$ 220.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
Senior Engineer	\$ 185.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
Engineer 2	\$ 160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
Engineer 1	\$ 140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
Electrical Engineer	\$ 135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
Engineer Intern	\$ 130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
Senior Designer	\$ 110.00 / Hour
15+ years of design experience, non-registered	
CADD/Computer Technician	\$ 100.00 / Hour
Design and Drafting with 1+ year of experience	
Senior Engineering Technician	\$ 95.00 / Hour
5+ years of experience	
Engineering Technician	\$ 90.00 / Hour
Entry level, with 0-4 years of experience	
Senior Administrative	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
Administrative	\$ 60.00 / Hour
Secretary / Clerical	

*Billing Rates subject to change on the anniversary of this agreement