



**BLUEWATERS
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
NOVEMBER 13, 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
SPECIAL BOARD MEETING
November 13, 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
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- G. Old Business
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 - 4. Discussion Regarding Raised Sidewalk Repairs
 - 5. Discussion Regarding Bus Shelter
- H. New Business
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- J. Board Member & Staff Closing Comments
- K. Adjourn

NOTICE OF SPECIAL BOARD MEETING
OF THE BLUEWATERS COMMUNITY
DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Bluewaters Community Development District (the "District") will hold a special meeting (the "Meeting") of its Board of Supervisors (the "Board") on November 13, 2023, at 6:15 p.m. in the Somerset Academy Silver Palms' Cafeteria Room located at 23255 SW 115th Avenue, Miami, Florida 33032. The Meeting is being held for the necessary purpose of considering the Fiscal Year 2022/2023 Amended Final Budget and any agenda items which may properly come before the Board. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda for this Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by contacting the District Manager at (786) 347-2711 and/or toll free at 1-877-737-4922 during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's office at least forty-eight (48) hours prior to the Meeting. If you are hearing and speech impaired, please contact the Florida Relay Services by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office.

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

District Manger
Bluewaters Community Development District
www.bluewaterscdd.org
11/2 23-120/0000692274M

**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@kittelson.com; Llerena, Xaviel <Xaviel.Llerena@dot.state.fl.us>; Mansfield, Ryan <rmansfield@kittelson.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

Worldwide Distributors Inc. dba Elighting
 10300 SW 72 Street, Ste 235
 Miami, FL 33173 US
 (305) 969-8754
 info@elighting.org
 https://worldwidedistributors.co/



ADDRESS

Armando Silva
 BLUEWATERS CDD
 2501 A BURNS RD
 PALM BEACH GARDENS, FL
 33410

SHIP TO

Armando Silva
 BLUEWATERS CDD
 2501 A BURNS RD
 PALM BEACH GARDENS, FL
 33410

Estimate 9961

DATE 09/27/2023

DESCRIPTION	QTY	AMOUNT
RE- BLUEWATERS; HOLIDAY LIGHTS		5,400.00
INSTALLATION OF HOLIDAY LIGHTS ON (24) PALM TREES		
STRING OF LIGHTS - (200) STRANDS OF HOLIDAY LIGHTS	200	3,990.00
TO REMOVE AND STORE LIGHTS IS AN ADDITIONAL CHARGE OF \$2,700.00		
3 YEAR UNCONDITIONAL WARRANTY ON ALL PRODUCTS		

*** PLEASE NOTE ****
 FOLLOWING YEAR WILL ONLY HAVE TO PAY
 INSTALLATION ON LIGHTS

TOTAL \$9,390.00

Accepted By

Accepted Date



HOLIDAY LIGHTING

















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 13th day of November, 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**

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- 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

MEMORANDUM

TO: District Manager

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

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

MEMORANDUM

TO: District Manager

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

DATE: July 20, 2023

RE: 2023 Legislative Update

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

1. Chapter 2023 – 134, Laws of Florida (SB 346). The legislation requires contracts for construction services between a local government entity and a contractor to include a “punch list”¹ of items required to render complete, satisfactory, and acceptable the construction services contracted for, which punch list outlines the estimated cost of each item necessary to complete the work. The law requires local governments to pay all portions of the contract balance, except for 150 percent of the portion of the contract balance attributed to those projects on the punch list, within 20 days after the punch list is created, subject to certain exceptions. The legislation limits a local government’s ability to withhold payment of certain amounts under the contract to only those subject to a written good faith dispute or claims against public surety bonds. The law clarifies that a local government must pay the undisputed portions of a contract within 20 days of the request for payment. Lastly, the legislation amends the definition of “public works project” in section 255.0992, F.S., to include any construction, maintenance, repair, renovation, remodeling, or improvement activity that is paid for with state-appropriated funds. The effective date of this act is July 1, 2023.

2. Chapter 2023 – 17, Laws of Florida (SB 102). The legislation makes various changes and additions to affordable housing related programs and policies at both the state and local level. With regard to local governments, the law:

- Preempts local government requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.

¹ The punch list is created within a contractually-specified timeframe after the contractor reaches substantial completion of the construction services as defined in the contract, or if that is not defined, then after the project reaches beneficial occupancy or use. If the contract is valued at less than \$10 million, then the punch list must be developed within 30 calendar days; if the contract is valued at \$10 million or more, then the punch list must be developed within 45 calendar days.

- Removes a local government’s ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes a provision that allows local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the Florida Housing Finance Corporation, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The effective date of this act is July 1, 2023.

3. Chapter 2023 – 31, Laws of Florida (SB 1604). The law makes a number of changes relating to comprehensive plans and land development regulations. Of interest to special districts, section 4 of the legislation amends section 189.031, F.S., to preclude independent special districts from complying with the terms of any development agreement, which is executed within three months preceding the effective date of a law, which modifies the manner of selecting members of the governing body of the special district from election to appointment or appointment to election. The newly elected or appointed governing body of the special district must review within four months of taking office any such development agreement and vote on whether to seek readoption of the agreement. The law applies to any development agreement that is in effect on, or is executed after July 1, 2023, which is the effective date of this law. Section 4 of the Act expires July 1, 2028, unless reviewed and reenacted by the Legislature.

4. Chapter 2023 – 28, Laws of Florida (HB 3). This legislation codifies and extends the policy adopted by the Trustees² requiring all investment decisions relating to the state retirement system be based solely on pecuniary factors³. The law extended that policy to all funds managed by the State Board of Administration (SBA), all funds of the state Treasury, all local government retirement plans, investments of local government surplus funds, and investments of funds raised by citizen support and direct-support organizations. Investment managers who invest public funds on behalf of any of these entities may not sacrifice investment return or take additional investment risk to promote any non-pecuniary factor. The law requires any contract between a governmental

² The Governor, Chief Financial Officer, and Attorney General serve as the SBA’s Board of Trustees.

³ The term “pecuniary factor” is defined as a factor that is expected “to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.”

entity⁴ and an investment manager executed, amended, or renewed on or after July 1, 2023, to contain a provision requiring the investment manager to include a disclaimer in an external communication, if the communication is to a company in which the investment manager has invested public funds and discusses social, political, or ideological interests. The required disclaimer must state: “The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the state of Florida.” All contracts with investment managers executed, amended, or renewed on or after July 1, 2023, may be unilaterally terminated if certain communications of an investment manager include discussion of social, political, or ideological interests and omit the required disclaimer.

In addition, the legislation prohibits bond issuers⁵ from issuing an environmental, social, and corporate governance (ESG) bond or paying for a third-party verifier that certifies or verifies that a bond may be designated or labeled as an ESG bond⁶, renders opinions or produces a report on ESG compliance, among other ESG-related services. Issuers are also prohibited from contracting with a rating agency whose ESG scores for the issuer will have a direct, negative impact on the issuer’s bond ratings.

The act further prohibits consideration of social, political, or ideological beliefs in state and local government contracting, and explicitly notes that this includes all political subdivisions of the state. Specifically, the law prohibits an awarding body from (1) requesting documentation or considering a vendor’s social, political, or ideological beliefs when determining if the vendor is a responsible vendor; or (2) giving a preference to a vendor based on the vendor’s social, political, or ideological beliefs.

Lastly, the legislation amends the definition of a “qualified public depository” to prohibit government entities from depositing funds in banks that make it a practice to deny or cancel services of their customers based on a person’s political opinions, speech, affiliations, lawful ownership or sales of firearms, production of fossil fuels or other factors related to ESG. Pursuant to current law, all public deposits may only be deposited in a qualified public depository. The effective date of this legislation is July 1, 2023.

5. Chapter 2023 – 32, Laws of Florida (SB 258). The legislation bans the use of prohibited applications⁷ on devices issued to an employee or officer by a public employer, or otherwise used on a network that is owned, operated, or maintained by a public employer. This law requires the Department of Management Services (DMS) to create and maintain a list of prohibited applications of any Internet application that it deems to present a security risk in the form of

⁴ The law defines “governmental entity” to mean a state, regional, county, municipal, special district, or other political subdivision whether executive, judicial, or legislative, including, but not limited to, a department, division, board, bureau, commission, authority, district, or agency thereof, or a public school, Florida College System institution, state university, or associated board.

⁵ Any public body corporate and politic authorized or created by general or special law and granted the power to issue bonds.

⁶ An ESG bond is any bond that has been designated or labeled as a bond that will be used to finance a project with an ESG purpose, including, but not limited to, green bonds, Certified Climate Bonds, GreenStar designated bonds, and other environmental bonds marketed as promoting a generalized or global environmental objective; social bonds marketed as promoting a social objective; and sustainability bonds and sustainable development goal bonds marketed as promoting both environmental and social objectives. It includes bonds self-designated by the issuer as ESG-labeled bonds and those designated as ESG-labeled bonds by a third-party verifier.

⁷ A “prohibited application” is defined as any application that participates in certain activities, such as conducting cyber-espionage against a public employer, and that is created, maintained, or owned by a foreign principal.

unauthorized access to, or temporary unavailability of the public employer’s records, digital assets, systems, networks, servers, or information. Public employers must block access to any prohibited application via their wireless networks and virtual private networks; restrict access to any prohibited application on any government cell phone, laptop, desktop computer, tablet computer, or other electronic device that can connect to the Internet that has been issued to an employee or officer for a work-related purpose; and retain the ability to remotely wipe and uninstall any prohibited application from any such device that is believed to have been adversely impacted by a prohibited application. The legislation requires an employee or officer of a CDD to remove any prohibited application from his or her government-issued device within 15 days of the DMS’ publication of its list of prohibited applications, and within 15 days of any subsequent update to the list of prohibited applications. The effective date of this legislation is July 1, 2023.

6. Chapter 2023 – 33, Laws of Florida (SB 264). The legislation restricts the issuance of government contracts or economic development incentives to foreign entities that are owned by, controlled by or organized under the laws of a foreign country of concern⁸. The law further prohibits a foreign principal⁹ from owning or acquiring agricultural land or other interests in real property on or within 10 miles of a military installation or critical infrastructure facility. A foreign principal that owns agricultural land acquired before July 1, 2023, may continue to hold such land and must register with the Florida Department of Agriculture and Consumer Services (DACS) by January 1, 2024. If the property owned or acquired before July 1, 2023, is on or within 10 miles of a military installation or critical infrastructure facility, the foreign principal must similarly register with the Department of Economic Opportunity by December 31, 2023. The law prohibits the People’s Republic of China, the Chinese Communist Party, its officials and members, other political party official or members, other legal entities or subsidiaries organized under the laws of, or having a principal place of business in, China or its political subdivisions, or other persons domiciled in China, who are not U.S. citizens or lawful permanent residents of the United States, from purchasing or acquiring an interest in, real property in Florida. Finally, the act amends s. 836.05, F.S., relating to criminal threats and extortion, to provide that a person who violates the statute while acting as a foreign agent for the purpose of benefitting a foreign country of concern, commits a first degree felony. The effective date of this legislation is July 1, 2023.

7. Chapter 2023 – 264, Laws of Florida (SB 7008). The legislation amends Section 119.071(3)(c)1., F.S., to save from repeal, the public records exemption for information relating to the following information held by an agency:

- Building plans;
- Blueprints;
- Schematic drawings; and

⁸ The People’s Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People’s Republic of Korea, The Republic of Cuba, The Venezuelan Regime of Nicolas Maduro, or The Syrian Arab Republic, including any agency of or other entity within significant control of such foreign country of concern.

⁹ “Foreign principal” means: The government or any official of the government of a foreign country of concern; A political party or member of a political party or any subdivision of a political party in a foreign country of concern; A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a foreign country of concern, or a subsidiary of such entity; or o Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States.

- Diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development.

The effective date of this act is October 1, 2023.

8. Chapter 2023 – 75, Laws of Florida (HB 7007). The legislation removes the scheduled repeal date of the public record and public meeting exemptions for security or fire safety system plans under Sections 119.071(3)(a) and 286.0113(1), F.S., thereby maintaining the public record and public meeting exemptions for such plans. The effective date of this act is October 1, 2023.

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