



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 17, 2025
6:30 P.M.**

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

www.fontainbleaulakescdd.org

786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Sevilas Roundabout
10012 NW 7th Street
Miami, Florida 33172
REGULAR BOARD MEETING
March 17, 2025
6:30 p.m.

- A. Call to Order
- B. Seat Newly Elected Board Member (Seats 1, 2 & 5)
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Consider Resolution No. 2025-01 – Election of Officers.....Page 2
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. November 18, 2024 Regular Board Meeting Minutes.....Page 3
- I. Old Business
 - 1. Update Regarding Perimeter Fence (Las Ramblas).....Page 6
- J. New Business
 - 1. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Proposed Budget.....Page 14
 - 2. Consider Resolution No. 2025-03 – Designating Registered Agent.....Page 23
 - 3. Discussion Regarding Cameras Maintenance Plan (Las Ramblas).....Page 25
 - 4. Discussion Regarding Entrance Gate Improvements (Las Sevilas).....Page 28
 - 5. Consider Approval of DeAngelo Contracting Services (Aquagenix) Request for Assignment of their Agreement to TIGRIS Aquatic Services.....Page 29
 - 6. Consider Ratification of the Professional Engineering Services Agreement with Robayna and Associates, Inc.....Page 31
 - 7. Consider Ratification of the First Amendment to Lawn and Landscape Maintenance Service Agreement.....Page 55
- K. Administrative & Operational Matter
 - 1. Discussion Regarding Memorandum Regarding the Legal Requirements for Miami-Dade County CDDs Owning/Maintaining Stormwater Management Systems.....Page 61
- L. Board Members & Staff Closing Comments
- M. Adjourn



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
|-----------|--------------|---|----------|----------|------|-------|
| 142128 | 599317 | Print Legal Ad-IPL01977840 - IPL0197784 | | \$825.40 | 2 | 55 L |

Attention: Laura J. Archer

Fontainebleau Lakes Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 LArcher@sdsinc.org

**FONTAINEBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
 FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Fontainebleau Lakes Community Development District (the "District")** will hold Regular Meetings in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172 at 6:30 p.m. on the following dates:

October 21, 2024
November 18, 2024
May 19, 2025
June 16, 2025
September 15, 2025

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Fontainebleau Lakes Community Development District (the "District")** will hold Regular Meetings in the Las Sevillas Roundabout located at 10012 NW 7th Street, Miami, Florida 33172 at 6:30 p.m. on the following dates:

March 17, 2025
April 21, 2025

The purpose of the meetings is to conduct 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. Copies of the Agenda 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 five (5) days 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 the 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 without advertised notice.

FONTAINEBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

www.fontainebleaulakescdd.org
 IPL0197784
 Oct 10 2024

**PUBLISHED DAILY
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

10/10/24

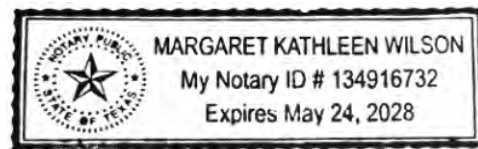
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 10th day of October in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Fontainbleau Lakes Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(6), *Florida Statutes*, as soon as practicable after each election or appointment to the Board, the Board shall organize by electing one (1) of its members as chairperson and by electing a secretary, and such other officers as the Board may deem necessary.

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

1. The following persons are elected to the offices shown, to wit:

| | |
|-------|---------------------|
| _____ | Chairperson |
| _____ | Vice Chairperson |
| _____ | Secretary/Treasurer |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |

2. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED and BECOMES EFFECTIVE this 17th day of March, 2025.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 18, 2024**

A. CALL TO ORDER

District Manager Armando Silva called the November 18, 2024, Regular Board Meeting of the Fontainebleau Lakes Community Development District (the “District”) to order at 6:40 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Herald* on October 10, 2024, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Edward Aparicio, Vice-Chairperson Mayra De Torres and Supervisors Humberto Jovanovic and Arno Lemus constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and General Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: Patricia Venegas, Maria Sanchez, Andrea Chaporro, Alfred Pena, Jose Vargas, Angel Gigliotta, Oswaldo Bermeo, Mei Yi Ng, Jose Almanza, Luis Victoria, Alejandro Reutlinger, Victor Segura, Dora Suarez, Vilma Lagos, Diego Rodriguez, Amaya Arenillas, Angel Garcia, Esteban Garcia, Antonio Maluff, Jorge Balladares, Eddy Luna, Gabriel Ruiz, Dayumar Novea, Pedro Gonzalez, Jenry Henriquez, Edith Rodriguez, Miuriell Sandoval, Efrain Martinez.

D. ADDITIONS OR DELETIONS TO THE AGENDA

The following items were added to the agenda:

- New Business: Discussion Regarding Community Access

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

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

F. APPROVAL OF MINUTES

1. October 21, 2024 Regular Board Meeting Minutes

Mr. Silva presented the minutes of the October 21, 2024 Regular Board Meeting. A **motion** was made by Ms. De Torres, seconded by Mr. Lemus and passed unanimously approving the minutes of the October 21, 2024 Regular Board Meeting, as *presented*.

G. OLD BUSINESS

1. Update Regarding Perimeter Fence

Mr. Silva provided those in attendance with a summary of the events that took place during the previous District Board meeting. He explained that Mr. Jesus Carcasses (President of Keep the Bleau Green) and Mr. Mario Echevarria attended the previous District Board meeting to discuss their concerns over the installation of a perimeter fence in the NW Open Space Quadrant. They explained that the installation of the fence would be an “eyesore” designed to restrict the access to the open space area from the neighboring residents who have a right to the area. In addition, Mr. Carcasses stated that there is language within a Declaration of Restrictive Covenant running with the land that restricts the installation of a fence.

Mr. Silva informed the Board and the residents in attendance that he had provided Mr. Carcasses and Attorney Guillermo Cuadra (Keep the Bleau Green) with information that refuted Mr. Carcasses claim that the District did not have the right to install a perimeter fence within the NW Open Space Quadrant of the District. In addition, Mr. Silva invited Mr. Carcasses and Mr. Cuadra to tonight’s meeting and they did not show up.

If the Board chooses to continue to pursue the perimeter fence project, the project would still need to be approved by Miami-Dade County. In addition, Keep the Bleau Green can still claim that the project is not allowed and can attempt to sue the District. A discussion ensued after which the Board consensus was to proceed with the Miami-Dade County permit approval process so that the District can continue with the installation of the perimeter fence.

H. NEW BUSINESS

1. Discussion Regarding Parking within Las Sevillas

The Board requested that District Staff look into the cost of installing additional parking spaces within Tract R in Las Sevillas. In addition, they requested that District Staff install additional signage within Tract R that outlines the Parking Rules. Mr. Silva acknowledged the requests.

2. ADD-ON: Discussion Regarding Access to the Community

Mr. Silva reminded all of those in attendance that the right-of-ways within the District are owned and maintained by the District. This means that the roads are deemed public and access to the District cannot be restricted.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no administrative & operational matter to discuss.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board member or staff closing comments.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Aparicio, seconded by Ms. De Torres and passed unanimously to adjourn the Special Board Meeting at 8:28 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

LAW OFFICES
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. MCKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING, 1947-1998
HAYWARD D. GAY, 1943-2007

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515 EAST LAS OLAS BOULEVARD
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PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
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FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GREGORY F. GEORGE
MARGARETH GUEDES
LORI B. LEWELLEN
JOANNA R. LLERA
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY
RICHARD T. WOULFE

March 14, 2025

Permitting and Inspection Center
Department of Regulatory and Economic Resources
Miami-Dade County
11805 SW 26th Street
Miami, Florida 33175-2474

Re: Fontainebleau Lakes Community Development District
Process Nos. C2024096952 and C2024096983
(the "Fence Project")

To Whom It May Concern:

The Fontainebleau Lakes Community Development District (the "District") is a local unit of special purpose government established by Miami-Dade County Commission Ordinance No. 06-135, effective October 6, 2006, pursuant to Chapter 190, Florida Statutes, being situated wholly within unincorporated Miami-Dade County, Florida. The District has submitted its Application for installation of a fence that is currently disapproved by Zoning (the "Fence Project"). The Remark entered on January 29, 2025, for Process No. C2024096952 states: "*Common areas cannot be fenced in as per Declaration of Restrictions and Covenants for the Fontainebleau Lakes – Common Areas to remain as a park BK-29252 and Pages-3654-3659 Greenspace Areas.*" The Remark entered on January 30, 2025, for Process No. C2024096983 states: "*Cannot enclose common areas – these are for the use of all homeowners of Fontainebleau Park – Common Areas per Declaration of Restrictions and Covenants to remain as an open park.*" This correspondence is to provide additional information related to these Remarks.

Authority of the District for the Fence Project

The District was established in 2006 by the Miami-Dade County Commission adoption of Ordinance No. 06-135. This ordinance granted certain powers to the District, including, but not limited to, providing security within the District boundaries. This District has the authority to provide security within the boundaries of the District, including the protection and safety of pedestrians and the public at large in and on District property. The District has been made aware

of numerous incidents in the District's public meetings, which documentation regarding these incidents will be provided by the District Manager, that prompted the District to pursue the Fence Project to provide security to the residents, visitors, and public within the boundaries of the District.

Public Access to District's Greenspace Area

It is also important to note that the Fence Project will in no way prevent the public from the ingress and egress of the greenspace area of the District. Accordingly, the Fence Project will provide ingress and egress points available to the public at all times. The gates indicated in the Fence Project are "soft" gates and will always remain unlocked to allow for the greenspace area to be freely accessible to the public.

Common Areas Will Remain Unchanged as a Park

Further, the Fence Project will not change the current use of the open greenspace area, which will remain as a park and accessible to the public. Simply, as described in the Application, a fence will be installed along the perimeter of the lands that provides ingress and egress for the public as required.

Conclusion

The District hopes that this information is helpful and that the permit for the Fence Project will be issued. If further concerns remain, please advise as to what specific language in the restrictions and covenants for the maintenance of the Fontainebleau Lakes Greenspace Area, as recorded in O.R. Book 29252, Page 3654, of the Public Records of Miami-Dade County, Florida (enclosed), is believed to preclude the District from moving forward with the Fence Project. Should you have any questions or require additional information, please feel free to contact the District Manager, Armando Silva (asilva@sdsinc.org).

Respectfully yours,



LIZA E. SMOKER
For the Firm

CC via E-mail: Mr. Armando Silva, District Manager
Mr. Oscar Robayna, Robayna and Associates, Inc.

Enclosures as stated



CFN 2014R0538368
 DR Bk 29252 Pgs 3654 - 3659: (6pgs)
 RECORDED 07/31/2014 14:35:05
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Return to:
 Richard L. Schanerman, Esq.
 AKERMAN SENTERFITT
 One Southeast Third Avenue- 25th Floor
 Miami, Florida 33131
 (Reserved for Clerk of Court)

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MAINTENANCE OF THE FONTAINBLEAU LAKES GREENSPACE AREA

This Second Amendment to Declaration of Covenants and Restrictions for the Maintenance of the Fontainebleau Lakes Greenspace Area (hereinafter "Amendment") is made as of this 3rd day of July 2014, by FONTAINBLEAU LAKES, LLC, a Florida limited liability company (hereinafter "Declarant").

RECITALS

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants and Restrictions for the Maintenance of the Fontainebleau Lakes Greenspace Area, dated August 8, 2007 and recorded on August 13, 2007 in Official Records Book 25850, Pages 3992-4037 of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, Section 10.6 of the Declaration provides in relevant part as follows:

"Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant alone, for so long as it or its affiliates holds title to any portion of the Residential Property;";

WHEREAS, Declarant's affiliate, Fontainebleau Lakes Single Family Homes West, LLC, a Florida limited liability company, currently holds title to a portion of the Residential Property;

WHEREAS, Declarant wishes to amend certain provisions of the Declaration, subject to the terms and conditions of the Declaration; and

WHEREAS, Keep Bleau Green Committee, Inc., a Florida non-profit corporation, consents to this Amendment.

WITNESSETH

NOW THEREFORE, in consideration and pursuant to Declarant's authority under the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitals are incorporated by reference, as if fully set forth herein.
2. Capitalized terms used herein shall have the same meaning contained within the Declaration, unless the content otherwise requires.
3. Section 5.2 of the Declaration, entitled Restrictions, is hereby deleted in its entirety and replaced with the following language:

"Restrictions.

5.2.1 Notwithstanding anything contained herein to the contrary, that portion of the Greenspace Area that is described in the attached Exhibit "F" (hereinafter referred to the "Community Center Property") may be developed and used only as a community center and for other civic uses, including but not limited to, a government center, a fire station, or a public or private school (a "Civic Use"). Additional uses compatible to the surrounding area are also permissible upon obtaining the prior written consent of Keep Bleau Green Committee, Inc., a Florida non-profit corporation ("Bleau Green"), which consent shall not be unreasonably withheld, delayed or denied.

5.2.2 Except as provided in Section 5.2.1 hereof, the Greenspace Area shall be used in perpetuity as a park and shall be open for use to the Declarant, the Members, all residents and occupants of the Residential Properties, all Owners, their family members, guests and tenants and all Fontainebleau Park Residents. Except as provided in Section 5.2.1 hereof, there shall be no use in the Greenspace Area other than recreational use. Additionally, the Greenspace Area may contain gazebos, playground(s) for toddlers, sandboxes, jungle gyms, picnic shelters, small benches and exercise vita courses located along the pedestrian paths (hereafter referred to as "Passive Development").

5.2.3 The total area of "Active Development" (defined below) and Passive Development within the Greenspace Area, other than the Community Center Property, may not exceed a total of 7% of such remaining Greenspace Area.

5.2.4 Any basketball or soccer fields that are developed within the Greenspace Area, but not within the Community Center Property, shall be restricted to either soccer fields or basketball courts; and in no event shall bleachers be constructed in area that is not within the Community Center Property ("Active Development").

5.2.5 Except with respect to the Community Center Property, any fields shall be located only within the northern 130 yards and/or within the southern 130 yards of Fontainebleau Boulevard, parallel to and east of the easement in favor of Florida Power and Light recorded in Official Records of Miami-Dade County.

5.2.6 No motor vehicles, motorcycles or motor bikes or recreational vehicles may be permitted to park within the Greenspace Area except for any (i) motor vehicles and motorcycles at the Community Center Property, and (ii) police or emergency vehicles or any vehicles temporarily parked in the Greenspace Area in connection with any maintenance or repair of the Greenspace Area or the Community Center Property.

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4840-3699-0746, v. 1

5.2.7 The construction of "stadium lighting" is and shall be prohibited within the Greenspace Area, but is permissible within the Community Center Property upon obtaining the prior written consent of Bleu Green, which consent shall not be unreasonably withheld, delayed or denied.

5.2.8 Declarant and its affiliates and its designees and/or the Master Association shall have the right from time to time to enter upon the Greenspace Area for the purposes of inspection, maintenance, monitoring, repair, operation or otherwise, of the Greenspace Area.

5.2.9 To the extent the Lineal Continuous Connection lies within the Greenspace Area, such area shall forever be maintained by the Association as a pedestrian and bicycle pathway, shall be no less than eight (8) feet wide, and shall be uninterrupted throughout the Greenspace Area, except for access roads, Community Center Property and 97th Avenue. To the extent the Lineal Continuous Connection lies within the Community Center Property, such area shall forever be maintained by Bleu Green or its successors and assigns as a pedestrian and bicycle pathway, shall be no less than eight (8) feet wide, and shall be uninterrupted throughout the Community Center Property and shall connect with such pathways located within the Greenspace Area, except for access roads. The Lineal Continuous Connection shall meet all Miami-Dade County requirements for bicycle and pedestrian pathways. The existing golf cart path may be utilized for this purpose but must be improved consistent with the terms of this section.

4. Section 5.3 of the Declaration, entitled Ownership, is hereby deleted in its entirety and replaced with the following language:

Ownership. The Greenspace Area will initially be owned by the Declarant.

The Greenspace Area shall never be conveyed, transferred, leased, or transferred to any person or entity other than the Association, Bleu Green, the Miami-Dade County Department of Parks and Recreation, a special taxing district, Miami-Dade County a Community Development District or a successor homeowners association, to an individual or entity using the Greenspace for a Civic Use in accordance with Section 5.2.1 (a "Civic Entity") and as further provided in Section 13 hereof. In the event of such transfer or conveyance, the transferee shall be responsible for owning and maintaining the Greenspace Area in accordance with the terms of this Declaration and all applicable environmental regulations. Notwithstanding the foregoing, the Declarant, Bleu Green, or the Association may grant such easements for utilities, ingress, egress and construction, as may be needed for the development of the Community Center Property or the Greenspace Area as determined by the Declarant or Bleu Green in their sole discretion. The

~ 3 ~

4840-3699-0746, v. 1

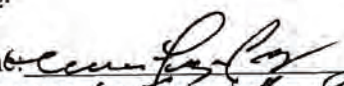
Declarant, Bleu Green, a Civic Entity or the Association, to the extent such entity(ies) own such property, may grant such easements as necessary for storm drainage so long as any pipe or other fixtures installed in connection with such easements are located beneath the surface of the Community Center Property and Greenspace Area.

THE ASSOCIATION OR GRANTEE SHALL ACCEPT "AS-IS, WHERE IS" THE CONVEYANCE OF THE COMMUNITY CENTER PROPERTY, OR OF THE GREENSPACE AREA, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE MAINTENANCE OR IMPROVEMENTS OR REGARDING THE CONDITION, COMPLETENESS, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION OT THE UTILIZATION, OR OPERATIONS OF, OR THE MATERIALS WHICH HAVE BEEN OR WILL BE SUED IN SUCH PROPERTY, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN THE COMMUNITY CENTER PROPERTY OR IN THE GREENSPACE AREA, THE ASSOCIATION OR GRANTEE RELEASES DECLARANT FROM ANY AND ALL CLAIMS AND WARRANTS THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR THE OPERATORS OR GRANTEE OR OTHER PERSONS RELATING TO THE CONDITION, OR COMPLETENESS OF THE COMMUNITY CENTER PROPERTY OR OF THE GREENSPACE AREA, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

5. Except as expressly amended herein the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

Witnesses:

Sign Name: 
Print Name: MAIRA FERNANDEZ-RIVERA

Sign Name: 
Print Name: FRANK SILVA

DECLARANT:

FONTAINBLEAU LAKES, LLC,
a Florida limited liability company

By: 
Masoud Shojae, Co-Manager

~ 4 ~

4840-3699-0746, v. 1

Witnesses:

Sign Name: Ramos

Print Name: Sandra Ramos

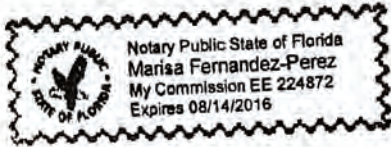
Sign Name: [Signature]

Print Name: Maggie

By: [Signature]
Pedro A. Martin, Co-Manager

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of June, 2014 by MASOUD SHOJAEE, as Co-Manager of FONTAINBLEAU LAKES, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced a driver's license as identification.



Sign Name: [Signature]
Print Name: MARISA FERNANDEZ-PEREZ
My Commission Expires: 08/14/2016
[NOTARIAL SEAL]

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3 day of July, 2014 by PEDRO A. MARTIN, as Co-Manager of FONTAINBLEAU LAKES, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced a driver's license as identification.



Sign Name: Ramos
Print Name: Sandra Ramos
My Commission Expires: 4/30/16
[NOTARIAL SEAL]

~ 5 ~

JOINDER OF KEEP BLEAU GREEN COMMITTEE, INC.

Witnesses:

Sign Name: [Signature]
Print Name: OSCAR M CUESTO

Sign Name: [Signature]
Print Name: CLAUDE FABRE

KEEP BLEAU GREEN COMMITTEE, INC.,
a Florida non-profit corporation

By: [Signature]
Print Name: JESUS CARCASSES
Title: President

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of May, 2014 by Jesus Carcasses, as President of KEEP BLEAU GREEN COMMITTEE, INC., a Florida non-profit corporation, on behalf of said company. He/She is personally known to me or has produced a driver's license as identification.



Sign Name: [Signature]
Print Name: Joanne Rose
My Commission Expires: July 18, 2017
[NOTARIAL SEAL]

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RESOLUTION NO. 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Fontainbleau Lakes Community Development District (“District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for June 19, 2025 at 6:30 p.m. in the Las Sevilas Roundabout located at 10012 NW 7th Street, Miami, Florida 33172, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget.

PASSED, ADOPTED and EFFECTIVE this 17th day of March, 2025.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

Fontainebleau Lakes
Community Development District

**Proposed Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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PROPOSED BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2025/2026 BUDGET |
|---|---|
| REVENUES | |
| Administrative Assessments | 94,848 |
| Maintenance Assessments | 476,596 |
| Perimeter Fence Assessments | 0 |
| Debt Assessments | 463,915 |
| Other Revenues | 0 |
| Interest Income | 1,200 |
| TOTAL REVENUES | \$ 1,036,559 |
| EXPENDITURES | |
| ADMINISTRATIVE EXPENDITURES | |
| Supervisor Fees | 3,000 |
| Payroll Taxes (Employer) | 230 |
| Management | 33,852 |
| Secretarial & Field Operations | 6,300 |
| Legal | 22,000 |
| Assessment Roll | 10,000 |
| Audit Fees | 3,500 |
| Arbitrage Rebate Fee | 650 |
| Insurance | 23,500 |
| Legal Advertisements | 2,750 |
| Miscellaneous | 2,100 |
| Postage | 575 |
| Office Supplies | 775 |
| Dues & Subscriptions | 175 |
| Trustee Fee | 3,250 |
| Continuing Disclosure Fee | 350 |
| Website Management | 1,750 |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$ 114,757 |
| TOTAL MAINTENANCE EXPENDITURES | \$ 448,000 |
| TOTAL PERIMETER FENCE EXPENDITURES | \$ - |
| TOTAL EXPENDITURES | \$ 562,757 |
| REVENUES LESS EXPENDITURES | \$ 473,802 |
| Bond Payments | (436,080) |
| BALANCE | \$ 37,722 |
| County Appraiser & Tax Collector Fee | (20,707) |
| Discounts For Early Payments | (41,415) |
| EXCESS/ (SHORTFALL) | \$ (24,400) |
| Carryover From Prior Year | 24,400 |
| NET EXCESS/ (SHORTFALL) | \$ - |

Note: Available Capital Improvement Funds As Of 3/17/25: Las Ramblas: \$75,000 - Las Sevillas: \$25,000

PROPOSED MAINTENANCE BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR |
|--|-------------------|
| EXPENDITURES | 2025/2026 |
| MAINTENANCE EXPENDITURES | BUDGET |
| Engineering/Annual Report/Inspections | 4,000 |
| Lake Tract Aquatic Maintenance (Includes Parcel 1) | 14,000 |
| Annual Landscape & Irrigation Maintenance | 110,000 |
| Landscaping Upkeep | 40,000 |
| Irrigation Systems Maintenance (North & South) | 10,000 |
| Community Lighting Upkeep (North & South) | 15,000 |
| FP&L - Power - Street Lighting (North & South) | 18,000 |
| FP&L - Power - Irrigation Pump Stations (N & S) | 3,000 |
| FP&L - Power - Lift Stations (North & South) | 5,000 |
| Roadways & Street Maintenance (North & South) | 35,000 |
| Fountain Maintenance (Tract A) | 3,000 |
| Entrance/Exit Gate Maintenance/Repairs (N & S) | 10,000 |
| Hurricane Preparedness/Miscellaneous | 12,000 |
| Lift Station Maintenance (North & South) | 25,000 |
| Miscellaneous Improvements (North & South) | 42,000 |
| AT&T Wireless | 2,000 |
| Capital Improvements Fund - Las Ramblas (North) | 75,000 |
| Capital Improvements Fund - Las Sevillas (South) | 25,000 |
| TOTAL MAINTENANCE EXPENDITURES | \$ 448,000 |
| EXTRAORDINARY EXPENDITURES | |
| Steel Perimeter Fence - Las Ramblas | 0 |
| TOTAL EXTRAORDINARY EXPENDITURES | \$ - |

DETAILED PROPOSED BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2023/2024 ACTUAL | FISCAL YEAR 2024/2025 BUDGET | FISCAL YEAR 2025/2026 BUDGET | COMMENTS |
|---|------------------------------------|------------------------------------|------------------------------------|--|
| REVENUES | | | | |
| Administrative Assessments | 96,746 | 92,775 | 94,848 | Expenditures Less Interest & Carryover/.94 |
| Maintenance Assessments | 478,723 | 478,723 | 476,596 | Expenditures/.94 |
| Perimeter Fence Assessments | 287,234 | 0 | 0 | Expenditures/.94 |
| Debt Assessments | 463,915 | 463,915 | 463,915 | Bond Payments/.94 |
| Other Revenues | 2,900 | 0 | 0 | |
| Interest Income | 27,677 | 600 | 1,200 | Interest Estimated At \$100 Per Month |
| TOTAL REVENUES | \$ 1,357,195 | \$ 1,036,013 | \$ 1,036,559 | |
| EXPENDITURES | | | | |
| ADMINISTRATIVE EXPENDITURES | | | | |
| Supervisor Fees | 1,400 | 3,000 | 3,000 | Supervisor Fees |
| Payroll Taxes (Employer) | 107 | 230 | 230 | Supervisor Fees * 7.65% |
| Management | 31,956 | 32,904 | 33,852 | CPI Adjustment |
| Secretarial & Field Operations | 6,300 | 6,300 | 6,300 | No Change From 2024/2025 Budget |
| Legal | 25,787 | 15,000 | 22,000 | Fiscal Year 2024/2025 Expenditure Through 1/31/25 Was \$11,230 |
| Assessment Roll | 10,000 | 10,000 | 10,000 | As Per Contract |
| Audit Fees | 3,300 | 3,400 | 3,500 | \$100 Increase From 2024/2025 Budget |
| Arbitrage Rebate Fee | 650 | 650 | 650 | No Change From 2024/2025 Budget |
| Insurance | 22,378 | 23,000 | 23,500 | Fiscal Year 2024/2025 Expenditure Was \$22,952 |
| Legal Advertisements | 2,717 | 2,500 | 2,750 | Costs Have Increased Due To Closing Of The Miami Business Review |
| Miscellaneous | 1,745 | 2,200 | 2,100 | \$100 Decrease From 2024/2025 Budget |
| Postage | 250 | 600 | 575 | \$25 Decrease From 2024/2025 Budget |
| Office Supplies | 494 | 800 | 775 | \$25 Decrease From 2024/2025 Budget |
| Dues & Subscriptions | 175 | 175 | 175 | No Change From 2024/2025 Budget |
| Trustee Fee | 3,250 | 3,250 | 3,250 | No Change From 2024/2025 Budget |
| Continuing Disclosure Fee | 350 | 350 | 350 | No Change From 2024/2025 Budget |
| Website Management | 1,750 | 1,750 | 1,750 | No Change From 2024/2025 Budget |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$ 112,609 | \$ 106,109 | \$ 114,757 | |
| TOTAL MAINTENANCE EXPENDITURES | \$ 329,836 | \$ 448,000 | \$ 448,000 | |
| TOTAL PERIMETER FENCE EXPENDITURES | \$ 12,007 | \$ - | \$ - | Las Ramblas - 2023/2024 Line Item Only |
| TOTAL EXPENDITURES | \$ 454,452 | \$ 554,109 | \$ 562,757 | |
| REVENUES LESS EXPENDITURES | \$ 902,743 | \$ 481,904 | \$ 473,802 | |
| Bond Payments | (443,475) | (436,080) | (436,080) | 2026 Principal & Interest Payments |
| BALANCE | \$ 459,268 | \$ 45,824 | \$ 37,722 | |
| County Appraiser & Tax Collector Fee | (12,792) | (20,708) | (20,707) | Two Percent Of Total Assessment Roll |
| Discounts For Early Payments | (45,510) | (41,416) | (41,415) | Four Percent Of Total Assessment Roll |
| EXCESS/ (SHORTFALL) | \$ 400,966 | \$ (16,300) | \$ (24,400) | |
| Carryover From Prior Year | 0 | 16,300 | 24,400 | Carryover From Prior Year |
| NET EXCESS/ (SHORTFALL) | \$ 400,966 | \$ - | \$ - | |

Note: Available Capital Improvement Funds As Of 3/17/25: Las Ramblas: \$75,000 - Las Sevillas: \$25,000

DETAILED PROPOSED MAINTENANCE BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| EXPENDITURES | FISCAL YEAR | FISCAL YEAR | FISCAL YEAR | COMMENTS |
|--|-------------------|-------------------|-------------------|--|
| | 2023/2024 | 2024/2025 | 2025/2026 | |
| | ACTUAL | BUDGET | BUDGET | |
| MAINTENANCE EXPENDITURES | | | | |
| Engineering/Annual Report/Inspections | 4,212 | 4,000 | 4,000 | No Change From 2024/2025 Budget |
| Lake Tract Aquatic Maintenance (Includes Parcel 1) | 10,320 | 14,000 | 14,000 | No Change From 2024/2025 Budget |
| Annual Landscape & Irrigation Maintenance | 96,010 | 110,000 | 110,000 | No Change From 2024/2025 Budget |
| Landscaping Upkeep | 30,892 | 40,000 | 40,000 | No Change From 2024/2025 Budget |
| Irrigation Systems Maintenance (North & South) | 7,605 | 10,000 | 10,000 | No Change From 2024/2025 Budget |
| Community Lighting Upkeep (North & South) | 4,591 | 15,000 | 15,000 | No Change From 2024/2025 Budget |
| FP&L - Power - Street Lighting (North & South) | 20,316 | 18,000 | 18,000 | No Change From 2024/2025 Budget |
| FP&L - Power - Irrigation Pump Stations (N & S) | 2,524 | 3,000 | 3,000 | No Change From 2024/2025 Budget |
| FP&L - Power - Lift Stations (North & South) | 3,918 | 5,000 | 5,000 | No Change From 2024/2025 Budget |
| Roadways & Street Maintenance (North & South) | 52,027 | 35,000 | 35,000 | No Change From 2024/2025 Budget |
| Fountain Maintenance (Tract A) | 2,055 | 3,000 | 3,000 | No Change From 2024/2025 Budget |
| Entrance/Exit Gate Maintenance/Repairs (N & S) | 2,756 | 10,000 | 10,000 | No Change From 2024/2025 Budget |
| Hurricane Preparedness/Miscellaneous | 0 | 12,000 | 12,000 | No Change From 2024/2025 Budget |
| Lift Station Maintenance (North & South) | 34,282 | 25,000 | 25,000 | No Change From 2024/2025 Budget |
| Miscellaneous Improvements (North & South) | 56,603 | 42,000 | 42,000 | No Change From 2024/2025 Budget |
| AT&T Wireless | 1,725 | 2,000 | 2,000 | No Change From 2024/2025 Budget |
| Capital Improvements Fund - Las Ramblas (North) | 0 | 75,000 | 75,000 | Capital Improvements Fund - Las Ramblas (North) |
| Capital Improvements Fund - Las Sevillas (South) | 0 | 25,000 | 25,000 | Capital Improvements Fund - Las Sevillas (South) |
| TOTAL MAINTENANCE EXPENDITURES | \$ 329,836 | \$ 448,000 | \$ 448,000 | |
| EXTRAORDINARY EXPENDITURES | | | | |
| Steel Perimeter Fence - Las Ramblas | 12,007 | 0 | 0 | No Change From 2024/2025 Budget |
| TOTAL EXTRAORDINARY EXPENDITURES | \$ 12,007 | \$ - | \$ - | |

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2023/2024 | FISCAL YEAR 2024/2025 | FISCAL YEAR 2025/2026 | |
|----------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------|
| REVENUES | ACTUAL | BUDGET | BUDGET | COMMENTS |
| Interest Income | 32,544 | 500 | 1,000 | Projected Interest For 2025/2026 |
| NAV Tax Collection | 443,475 | 436,080 | 436,080 | Maximum Debt Service Collection |
| Total Revenues | \$ 476,019 | \$ 436,580 | \$ 437,080 | |
| EXPENDITURES | | | | |
| Principal Payments | 245,000 | 255,000 | 260,000 | Principal Payment Due In 2026 |
| Interest Payments | 188,019 | 178,388 | 170,981 | Interest Payments Due In 2026 |
| Bond Redemption | 0 | 3,192 | 6,099 | Estimated Excess Debt Collections |
| Total Expenditures | \$ 433,019 | \$ 436,580 | \$ 437,080 | |
| Excess/ (Shortfall) | \$ 43,000 | \$ - | \$ - | |

Series 2016 Bond Refunding Information

| | | | |
|---------------------------|----------------|---------------------------------|------------------------|
| Original Par Amount = | \$6,430,000 | Annual Principal Payments Due = | May 1st |
| Interest Rate = | 2.00% - 4.125% | Annual Interest Payments Due = | May 1st & November 1st |
| Issue Date = | October 2016 | | |
| Maturity Date = | May 2038 | | |
| Par Amount As Of 1/1/25 = | \$4,610,000 | | |

Fontainbleau Lakes Community Development District Assessment Comparison

| | Fiscal Year 2022/2023 Assessment Before Discount* | Fiscal Year 2023/2024 Assessment Before Discount* | Fiscal Year 2024/2025 Assessment Before Discount* | Fiscal Year 2025/2026 Projected Assessment Before Discount* |
|--|--|--|--|--|
| Administrative Assessment For Single Family | \$ 222.71 | \$ 229.23 | \$ 229.08 | \$ 234.20 |
| Maintenance Assessment For Single Family | \$ 864.20 | \$ 1,182.04 | \$ 1,182.04 | \$ 1,176.79 |
| Perimeter Fence Assessment For Single Family | \$ - | \$ 935.62 | \$ - | \$ - |
| <u>Debt Assessment For Single Family</u> | <u>\$ 1,224.05</u> | <u>\$ 1,224.05</u> | <u>\$ 1,224.05</u> | <u>\$ 1,224.05</u> |
| Total | \$ 2,310.96 | \$ 3,570.94 | \$ 2,635.17 | \$ 2,635.04 |
| | | | | |
| Administrative Assessment For Townhomes | \$ 222.71 | \$ 229.23 | \$ 229.08 | \$ 234.20 |
| Maintenance Assessment For Townhomes | \$ 864.20 | \$ 1,182.04 | \$ 1,182.04 | \$ 1,176.79 |
| Perimeter Fence Assessment For Townhomes | \$ - | \$ 935.62 | \$ - | \$ - |
| <u>Debt Assessment For Townhomes</u> | <u>\$ 1,064.39</u> | <u>\$ 1,064.39</u> | <u>\$ 1,064.39</u> | <u>\$ 1,064.39</u> |
| Total | \$ 2,151.30 | \$ 3,411.28 | \$ 2,475.51 | \$ 2,475.38 |
| | | | | |
| Administrative Assessment For Courtyards | \$ 222.71 | \$ 229.23 | \$ 229.08 | \$ 234.20 |
| Maintenance Assessment For Courtyards | \$ 864.20 | \$ 1,182.04 | \$ 1,182.04 | \$ 1,176.79 |
| Extraordinary Assessment For Courtyards | \$ - | \$ - | \$ - | \$ - |
| <u>Debt Assessment For Courtyards</u> | <u>\$ 957.95</u> | <u>\$ 957.95</u> | <u>\$ 957.95</u> | <u>\$ 957.95</u> |
| Total | \$ 2,044.86 | \$ 2,369.22 | \$ 2,369.07 | \$ 2,368.94 |

* Assessments Include the Following :

-
- 4% Discount for Early Payments
 - 1% County Tax Collector Fee
 - 1% County Property Appraiser Fee

Community Information:

| | |
|-----------------------------------|-----------|
| Single Family Units (Las Ramblas) | 271 |
| Townhomes (Las Ramblas) | 36 |
| <u>Courtyards (Las Sevilas)</u> | <u>98</u> |
| Total Units | 405 |

RESOLUTION 2025-03

**A RESOLUTION OF THE FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING MICHAEL J. PAWELCZYK AS THE
DISTRICT'S REGISTERED AGENT AND DESIGNATING
THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO
& RAMSEY, P.A. AS THE REGISTERED OFFICE**

WHEREAS, Section 189.014, Florida Statutes requires that the Fontainebleau Lakes Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 17th DAY OF March, 2025.

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

Las Ramblas Community Safety and Security

Purpose: Armando, the purpose of this document is to share information regarding how we may enhance safety and security at our Las Ramblas community.

Disclaimer: Please note that *this is not a commercial proposal* and that I have no financial interest in this matter. What I mean is that if the CDD and Las Ramblas leadership decide to implement any of these suggestions, my company will not be participating, because as you know, our business focuses on the U.S. government overseas. However, if the community believes I can personally add value, I can provide advise at no cost.

Executive Summary: After listening to our neighbors' concerns and my experience living in our community for more than 10-years, I believe that we have made much progress in the area of electronic security. However, with a few minor adjustments to our existing electronic security approach, we may improve safety and security. Below is an image indicating the two areas of interest (at the end of our community), where we can enhance security.



The enhancement is basically to add cameras at the *roundabout* ("Rotonda"), by:

- 1) Adding three cameras and one antenna and connecting with the cameras already installed in the playground area (Area 2), where the monkey bars are located.
- 2) The second enhancement would be to display all the cameras at the entrance guard house. There is no training required because the guards will only be monitoring and reporting based on community or CDD written procedures. However, this monitoring task may need to be added to the guard contract.
- 3) Contracting a qualified vendor to provide preventive and corrective maintenance. Additionally, the vendor should provide video recording forensic services to support incidents evaluations. As a community service, I can assist with drafting a scope of work for this service.

Recommended next steps: One of the first steps should be to inspect the area where the two enhancements would take place, if approved. Then a cost estimate should be developed based on a set of tasks to be executed. Once the estimate is available, the proposal should be presented to the decision makers for a go head or not. Below is a list of primary tasks that would need to be executed.

Area 1 (Roundabout): The existing light post can be used to install three cameras and equipment cabinet. One advantage is that there is an existing electrical outlet at the base of the light post. This camera system will also connect the existing cameras installed in Area 2 (Playground at end of the community). See photos below.

Rationale: As shown in the photos (on the right), there is public access to and from our community and this could be a security vulnerability, because anyone can enter or exit from this sidewalk leading to other communities. By adding cameras, visitors can be monitoring when entering or exiting our common areas.

Area 2 (Playground): The task here focuses on installing one antenna to connect with the system in Area 1. The antenna would be placed on top of the existing light post. The existing Internet router in Area 2, would be moved to Area 1. This is a very simple task and should take approximately one hour to complete.

Rationale: By connecting the existing four cameras in Area 2 with Area 1, the community will have better visibility to monitor these areas.





| | | |
|------------|--|--------------------------|
| Attention: | Armando Silva | Project: Security System |
| Title: | Special District Services | Project: CCTV |
| | Fontainebleau Lakes Community Development District | P.O. Number: |
| Address: | 2501 A Burns Rd | Invoice Number: W250133 |
| | Palm Beach Gardens, FL 33410 | Term: 30 days |
| Date: | Feb 5, 2025 11:00 PM | <----- Pending |

MAINTENANCE PLAN PROPOSAL

| ***** DESCRIPTION***** | QUANTITY | UNIT PRICE | COST |
|--|----------|------------|---------------|
| Remote Monitoring 24/7 for malfunction or system offline | | | 0.00 |
| Remote training as request, via zoom, team viewer, Anydesk or conference call | | | 0.00 |
| help to research evidence in criminal or delinquency cases | | | 0.00 |
| Maintenance Cameras System (clean lens and contacts) every 4 months | | | 0.00 |
| Included Club House system | | | 0.00 |
| Included Play Ground "ROUND" | | | 0.00 |
| Included Play Ground "MONKEY BAR" | | | 0.00 |
| Included Guard House (tenis, mail box, black water pump station, under bridge and fountain blue exit | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| Labor Company rate 85 x H (min 3 hour) \$ 255.00 | 6 | 85.00 | 510.00 |
| | | Subtotal | \$510.00 |
| ADJUSTMENT EXEMPTION TAX FOR CDD | | 0.00% | \$0.00 |
| Monthly Charge \$ 510.00 total at year \$ 6,120.00 | | TOTAL | \$510.00 |

Repair and New equipment are not included.

*** DEPOSIT MUST BE 50 % OF THE TOTAL AMOUNT *** THE OTHER 50% WILL BE DUE WHEN JOB IS DONE.

NOTE: Contractor agrees to perform the work and use the materials in accordance with the descriptions within this contract. Any alteration(s) from the above specifications and/or materials will be executed only upon written change and will be added to contract; total charges will be the revised total of the contract, for Internet or Smart Phone Monitoring. One Years Warranty, ONLY covers equipments malfunction from factory Damage under fire, heavy impact, vandalism or extreme weather conditions avoid warranty

Alex Reutlinger

Armando Silva

**DISCUSSION REGARDING ENTRANCE
GATE IMPROVEMENTS (LAS SEVILLAS)**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**



January 29, 2025

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
AND EMAIL

Fontainebleau Lakes Community Development
District
2501 A Burns Rd.
Palm Gardens Beach, FL 33410
Attn: District Manager

with a copy to:
Billing, Cochran, Lyle Mauro & Ramsey, P.A.
Las Olas Square, Sixth Floor,
515 East Las Olas Blvd.
Fort Lauderdale, FL 33301
Attn: Dennis E. Lyles, Esq.

Attn: Nestor Dilenia
Email: dnestor@canreservices.com

Re: Agreement for Aquatics Maintenance Services dated February 21, 2022, Aquatic Management Plus Agreement dated March 23, 2022, and all other related agreements by and between Fontainebleau Lakes Community Development District (*you* or *your*) and DeAngelo Contracting Services LLC (the *Agreement*)

Dear Nestor:

We are pleased to announce that DeAngelo Contracting Services LLC ("**DCS**") intends to enter into an agreement with TIGRIS Aquatic Services, LLC ("**Purchaser**"), pursuant to which Purchaser shall acquire substantially all of the assets of DCS's Aquagenix and Architectural Fountain business (the "**Transaction**"). In connection with the Transaction and in accordance with Section 14 of the Agreement, DCS is hereby seeking your consent to DCS's assignment of the Agreement to the Purchaser, which will continue operating DCS's Aquagenix and Architectural Fountain business with substantially the same management, employees, and equipment. Assignee has extensive experience and is fully dedicated to the aquatic management business, currently operating thirteen (13) locations across twelve (12) states; we anticipate a seamless transition following transfer of the Agreement. The business names are being purchased and will remain the same but will be operated under Purchaser's EIN, 20-2107292.

DCS requests (a) your consent to the assignment (b) your waiver of any right of termination or breach of the Agreement that may be triggered by or result from the Transaction and (c) your waiver of any right to receive notice of the Transaction or consent to the assignment of the Agreement prior to the consummation thereof. You acknowledge that the Agreement is still in full force and effect following the consummation of the Transaction.

We ask that you respond to this request as soon as possible. Please indicate your consent to the foregoing by countersigning and returning this letter to us, attention Jarrod DeAngelo via e-mail at jdeangelo@deangelocs.com or Ambria Armstrong at aarmstrong@sevenislescapital.com. You may also contact Aaron Powery (apowery@deangelocs.com) or Darin Higgins (dhiggins@deangelocs.com) with any questions. By executing this letter, you hereby (i) consent to the Transaction, (ii) waive any related notice period under the Agreement, and (iii) waive any right of termination or breach of the Agreement.

Given that the Transaction has not yet been publicly announced (including to DCS's employees), the Transaction, and the details herein, remain strictly **CONFIDENTIAL**. Accordingly, we request confidential treatment of the details of this letter, the Transaction and this request. If for some reason the Transaction is not effectuated, your consent to the Transaction will be of no force or effect.

Please feel free to contact me if you have any questions. Thank you for your prompt attention to this matter.

Very truly yours,

DeAngelo Contracting Services LLC

By: 
Name: Jarrod DeAngelo
Title: President

Consented to and Agreed:

Fontainebleau Lakes Community Development District

By: _____
Name: _____
Title: _____
Date: _____

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
(Fence Project)

THIS PROFESSIONAL ENGINEERING SERVICES AGREEMENT (the “Agreement”), dated the _____ day of _____, 2025, with an effective date of _____, 202__ (the “Effective Date”), is by and between:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within unincorporated Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”);

and

ROBAYNA AND ASSOCIATES, INC., a Florida corporation, whose principal and business address is 5723 NW 158th Street, Miami Lakes, Florida 33014 (the “Consultant” or “Contractor”).

WITNESSETH:

WHEREAS, the District desires to retain an engineer to provide professional engineering services, land surveying, site plan preparation with tree protection details, permitting, and stockpile sampling related to a fencing project in unincorporated Miami-Dade County, Florida (the “Project”), which the Project is more specifically described in Consultant’s proposal for Fountainbleau Lakes Fence Project dated May 22, 2024, and proposal for Stockpile Sampling dated May 29, 2024, attached hereto and made a part hereof as Composite Exhibit A (collectively, the “Proposal”); and

WHEREAS, the Consultant is willing and able to render professional engineering services, land surveying, site plan preparation with tree protection details, permitting, and stockpile sampling for such Project, as herein defined, for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and provide professional services in connection with the Project, as more particularly described in the Proposal. Additional work shall be approved under task orders approved by the District in writing; however, such additional work shall be within the limitations set forth in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA").

2.2. In the event of a conflict between the terms and conditions set forth in this Agreement and those set forth in the Proposal in Composite Exhibit A, such conflict shall be resolved in favor of terms and conditions provided for in this Agreement. Consultant shall report to the District Manager or his or her designee.

2.3. Consultant shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional and timely manner.

2.4. Consultant hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services to be provided by Consultant pursuant to the terms of this Agreement.

2.5. District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3 TERM AND TERMINATION

3.1. This Agreement shall commence on the Effective Date and continue, unless otherwise terminated as provided herein, to the completion of the Project.

3.2. This Agreement may be terminated by the District with or without cause, immediately upon seven (7) calendar days written notice to Consultant. Upon termination by District, the Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant for all services performed by Consultant in accordance with the lump sum fee schedule set forth in Composite Exhibit A, as set forth below, in an amount not to exceed **SEVENTEEN THOUSAND SEVEN HUNDRED FIFTEEN AND**

00/100 (\$17,715.00) DOLLARS, but under no circumstances shall fees paid to Consultant in connection with the Project exceed \$35,000.00, which is the statutory limit under the CCNA.

Fee Schedule – Summary of Compensation

| Task | Major Task Name/Activity Description | Fee Amount | Fee Basis |
|-------------|--|-------------------|------------------|
| 1 | Boundary and Tree Survey, as defined in Proposal | \$9,760 | Lump Sum |
| 2 | Site Plan with Tree Protection Details, as defined in Proposal | \$4,495 | Lump Sum |
| 3 | Permit Process, as defined in the Proposal | \$2,410 | Lump Sum |
| 4 | Stockpile Sampling and Report, as defined in the Proposal | \$1,050 | Lump Sum |
| | TOTAL | \$17,715 | |

4.2. Consultant shall be entitled to invoice for the completed professional services associated with the Project when the same has been completed as accepted and approved by District pursuant to the fee schedule set forth in the Proposal and above.

4.3. Payment will be made by District to Consultant at the address provided in Section 6.6 hereinbelow, unless otherwise directed in writing by Consultant. It is understood and agreed that the District is exempt from paying sales tax and that sales tax shall not be charged by the Consultant.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Within the scope of the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or task order, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. If changes to the scope of work are to be evidenced by task order, such task order shall be in writing and shall become a part of this agreement upon approval by the District Board of Supervisors and execution by the District and the Consultant. In no event will Consultant be compensated for any work which has not been described in a separate written agreement executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

6.1. **General Insurance Requirements.**

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his or her designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

| | |
|-------------|---|
| \$1,000,000 | Combined Single Limit – each occurrence |
| \$1,000,000 | Combined Single Limit – general aggregate |
| \$1,000,000 | Personal Injury |

Consultant shall have its insurer name District as an additional insured or certificate holder on Consultant's General Liability policy.

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Subcontractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his or her subcontractors shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

| | | |
|----|-----------------------|---------------------------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-each employee |

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.1.7. Consultant shall have its insurer name the District, and its officers, agents, employees, volunteers and representatives, as an additional named insured on its General Liability, Employees Liability, and Professional Liability policies.

6.2. **Indemnification.**

6.2.1. Consultant shall indemnify and save harmless and defend the District, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from errors, negligence, default, acts, or omissions of Consultant, its agents, servants or employees arising from this Agreement or its performance, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees at both the trial and appellate levels arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2. Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its own expense, with legal counsel chosen by District, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.2.4. The execution of this Agreement by the Consultant shall obligate Consultant to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 6.1 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Consultant to

indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Consultant.

6.2.5. The Consultant acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

6.2.6. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

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

6.4. **Assignments; Amendments.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to the District and its successors and assigns. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5. **No Contingent Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.6. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the District designate the following as the respective places for giving of notice:

DISTRICT: **Fontainebleau Lakes Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

Copy To: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

CONSULTANT: **ROBAYNA AND ASSOCIATES, INC.**
5723 NW 158th Street
Miami Lakes, Florida 33014
Attention: President

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

6.7. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.9. **Recovery of Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

6.10. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement being Miami-Dade County, Florida.

6.13. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.14. **Records.** Consultant shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.15. **Public Records.**

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

EMAIL: BBARBA@SDSINC.ORG

6.16. **Equal Employment Opportunity.** In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.17. **Waiver.** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

6.20. **Acceptance of Proposal.** District's acceptance of the Consultant's Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Consultant is being ordered to perform the services described in the Agreement.

6.21. **Scrutinized Company Certification.** Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
 3. Contractor is not engaged in business operations in Cuba or Syria.

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

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

6.23. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

6.24. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services being performed by Contractor or the Project under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

6.25. Conflict of Interest. Consultant agrees that it will avoid activities, investments and other situations which may conflict with its services provided to District. Consultant expressly agrees that it does not have any personal financial interest in any entity, direct or indirect or with any member of District's Board of Supervisors, or any person who is employed by District and does not represent any client whose interest is adverse to the interests of District. In the event a conflict of interest arises during the term of this Agreement, Consultant shall immediately disclose, in writing, the existence and nature of such conflict to District Manager. District Manager has the authority to suspend the services of Consultant until determination by District's Board of Supervisors what action shall be taken, up to and including termination of this Agreement. In the event this Agreement is terminated pursuant to this section, Consultant agrees to, upon request, assist District in its efforts to contact and engage qualified individuals to perform the Services under this Agreement.

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

6.28. **Prior Agreements.** On the Effective Date, this Agreement shall supersede and replace any and all prior agreements with Consultant related to Project, which shall be void and of no force and effect on or after the Effective Date.

6.27. **Anti-Human Trafficking Affidavit.** Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**FONTAINBLEAU LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair
Board of Supervisors

_____ day of _____, 2025

**ROBAYNA AND ASSOCIATES, INC., a
Florida corporation**

By: _____

Print Name

Print Name: _____

Title: _____

_____ day of _____, 2025

Print Name

(CORPORATE SEAL)

COMPOSITE EXHIBIT A

PROPOSAL

ROBAYNA AND ASSOCIATES INC.

May 22, 2024

Armando Silva <asilva@sdsinc.org>
District Manager
Special District Services, Inc.

RE: Fountainbleau Lakes fence Project
C2024096952 (30-3055-092-2730), C2024096983 (30-3055-092-2810), C2024096464 (30-3055-092-2820)

Dear Mr. Silva

The following price proposal is provided for land surveying, plan preparation and permitting for the fence permit that was submitted for on the three (3) folio numbers.

Note that the soils are contaminated as documented within Case Number AW-00235. The contaminated soils must be tested before disposal to a certified landfill. Robayna and Associates can provide the necessary testing and documentation coordination to Miami-Dade County as per the comment generated. Note that the comment generated by PRS should have been on all of the process numbers are they all about the Non-Development Area.

1. Boundary and Tree Survey

Prepare a boundary survey to establish the property limits, existing improvements along the proposed work areas and survey all of the tree's within 20 feet of the work area to address protection details on the site plan.

Additionally if any platted easements exist they will be plotted on the survey to be sure that

Fee: \$9,760

2. Site Plan with Tree Protection Details

Prepare a site plan detailing tree protection as per the Tree Section comment and detail that the trees will remain. It is my understanding that no trees shall be marked for removal. If we find that there are conflicts along the route we will provide to you and the association to address how you wish to the fence to continue.

Fee: \$4,495

5723 NW 158th Street, Miami Lakes, Florida 33014* Tel.:(305)823-9316

CF: P24136

Page 1 of 6

3. Permit Processing

This includes having a resubmittal meeting with the departments that made comments, assisting you in compilation of the package and taking over the processing of the permit. Additionally, the permit applications will be reviewed for compliance.

Fee: \$2,410

Total Fee: \$16,665

GENERAL PROVISIONS:

INITIALS:

Fountainbleau Lakes
Community Development District

- a. ROBAYNA AND ASSOCIATES, INC., hereafter referred as Consultants, shall prepare invoices and submit same to ~~Special District Services, Inc.~~ Special District, hereafter referred as Client, on the day of completion of a particular assignment or on the first day of each month based on work accomplished during the previous month. Payment to Consultant by Client shall be due within thirty (30) days of invoice. Unpaid invoices after 30 days will be subject to 1.5% interest. Consultant has the right to suspend or stop work if invoices are not paid on a timely basis as stated above, until payment is made.
- b. Reports and or plans, and the information contained herein, shall be the sole property of Consultants until payment of any unpaid balance is made in full. Client agrees that until payment is made in full, the User shall not have a proprietary interest in this signed and sealed document, or the information contained herein. Consultant shall have the absolute right to request the return of any and all copies of this report submitted to other parties, public or private, on behalf of the User in the event of nonpayment of outstanding fees.
- c. Client shall have the right to terminate this agreement for any reason whatsoever, by giving the Consultant thirty (30) days prior written notice. In the event that Client exercises this option it shall pay the Consultant all sums due to the date of termination.
- d. Consultant, if Client becomes insolvent, commits any act of bankruptcy or fails to promptly meet the payment schedule set forth in this proposal, or if the Client shall unreasonably interfere with the performances of said services described herein, shall exercise the right to terminate this agreement. The Client shall thereupon promptly pay Consultant for all work performed up to the day of termination.
- e. Project electronic and CADD files, plans originals, computations and project records are the property of the Consultant. Client is entitled to be provided with copies of progress and approved plans as required.
- f. Consultant shall also, upon written authorization from Client, perform any additional service not listed or stated in this proposal including services deemed necessary due to neglect or change in criteria not attributable to Consultant. These services shall be performed on an hourly rate, included herein.

District:

Consultant:

Engineering

| | |
|----------------------------|-----------|
| Jr. CADD Technician | \$ 105.00 |
| Sr. CADD Technician | \$ 120.00 |
| Project Manager | \$ 170.00 |
| Engineer I (E.I.T.) | \$ 155.00 |
| Field Engineer (E.I.T.) | \$ 155.00 |
| Jr. Environmental Engineer | \$ 165.00 |
| Sr. Environmental Engineer | \$ 195.00 |
| Civil Engineer (P.E.) | \$ 175.00 |
| Senior Engineer (P.E.) | \$ 195.00 |

5723 NW 158th Street, Miami Lakes, Florida 33014* Tel.:(305)823-9316

CF: P24136

Page 2 of 6

Principal Engineer (P.E.) \$ 205.00

Land Surveying

| | |
|----------------------------------|-----------|
| Jr. CADD Technician | \$ 105.00 |
| Sr. CADD Technician | \$ 115.00 |
| Field Crew (Conventional) | \$ 165.00 |
| Field Crew (GPS) | \$ 187.00 |
| Field Crew (3D Scan) | \$ 250.00 |
| Field Crew (Drone) | \$ 250.00 |
| Ground Penetrating Radar | \$ 200.00 |
| Land Surveyor Office (S.I.T.) | \$ 170.00 |
| Land Surveyor (P.S.M.) | \$ 195.00 |
| Principal Land Surveyor (P.S.M.) | \$ 205.00 |

Reproductions

| | |
|------------------------------|-----------------|
| Full Size | \$4.25 / Each |
| Full Size Signed and Sealed | \$10.00 / Each |
| Report per sheet B&W | \$0.19 / Each |
| Report per sheet Color | \$2.00 / Each |
| Portable Media | \$100.00 / Each |
| Mylars | \$100.00 / Each |
| Historical R&A File Research | \$205 / Hour |

- g. Client shall be responsible for all governmental processing fees and filing fees. If Consultant provides processing and filing fees, a 20% processing will be applied to the reimbursement.
- h. Client shall be responsible for providing the engineer with all necessary soil and exfiltration tests for the design of the project unless otherwise noted on the proposal.
- i. Should the design criteria by the agencies change from those which were in effect at the time of the project start but before the approvals, the engineer will provide the client with a notification as soon as he is made aware of the changes, and the client shall be responsible for the additional fees for the redesign necessary to comply. These changes will be done at the hourly rates specified herein.
- j. Should the land become part of a new municipality and/or the procedures for approval or design criteria changes, the Consultant will have the right to charge for the additional services after notifying client.
- k. Should any of the permits or approvals by the agencies expired before the project is entirely constructed, the re-approval of the plans and any changes made to the same due to changes in design criteria, or the desires of the agencies will be charged to the Client by the Consultant on an hourly basis as shown on herein.
- l. Meetings requested by the clients for other than reasons necessary for design purposes and for the approval of the plans are not part of the fees stipulated herein and will be charged at the hourly rates as shown herein. Weekly scheduled meetings are not a part of the services listed herein and are charged hourly.
- m. Parking expenses incurred will be invoiced separately in addition to the costs described herein.
- n. The cost of copies of record as-builts from Miami-Dade WASD required for the design of this project will be invoiced as a direct cost item.
- o. If the Client requests prints and/or supplies beyond the specific use of this proposal, this service (s) shall be performed on a direct expense basis plus a 20% handling charge and be charged to the Client. Construction prints other than permit drawings are not part of this proposal.
- p. This agreement is to be considered and enforced in accordance with the laws of the State of Florida.
- q. This proposal is good for 30 days, once the fees stipulated herein are approved, they will be in effect for a period of 1 year from date of acceptance at which time they are renegotiable.

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CF: P24136

Page 3 of 6

The services outlined within this proposal will be provided utilizing the guidelines and standards outlined within ASCE 38-02. All efforts will be made to locate any and all underground utilities whether or not provided on as-built drawings. There are limitations to the use of electromagnetic prospecting and no guarantee can be made that all underground utilities will be detected and located. Soil conditions and utility material may limit the ability to locate utilities which are not depicted upon provided as-builts or record drawings. Additionally, utilities which are stacked on top of each other may pose difficulty in detection and locating. Electromagnetic methods such as induction have a possibility of providing a horizontal location which may or may not be exact due to bleed off on to other conductive materials. Nonconductive pipe materials cannot be located with electromagnetic methods and can possibly be located using ground penetrating radar if information is available and other surface evidence is available as long as soil conditions allow.

Limitations exist with regards to capabilities of the available technology, and its interaction with specific site conditions such as soil saturation and composition, additionally utility material and depth. The processes of designating underground utilities shall not be misconstrued as being an exact location, as it may be affected by site conditions. Shallow utilities may not be visible and therefore we do not guarantee that a utility line shallower than 1-foot will be located unless record drawing or visual observation is made and it can be traced electromagnetically. Care should be taken when excavating as the utility may be within 2-feet of any marking.

If there is a need to know the exact location of the utility it is suggested that soft-digs shall be performed to establish exact location, material, diameter, and elevation.

No facility found response to a request for SUE services shall not be understood as there are no utilities in situ. If a utility is not designated during the performance of the scope of this proposal it shall not be understood that no utilities are present. All care shall be taken during excavation and the contractor shall request a dig ticket from Sunshine 811, services provided by Robayna and Associates Inc shall not be used in lieu of the utility provided service. ~~The undersigned shall hold harmless Robayna and Associates, Inc against any losses due to the limitations of the equipment~~

INITIALS:
DISTRICT:

CONSULTANT:

All arrangements regarding site access, traffic and parking control, and the clearing of surface obstructions from the area of investigation (if required) will be made by Client before and during the survey. We also assume that Client will assist in contacting and making available the appropriate utility representatives to be present, at our request, to provide access to and supervision during the evaluation of utility vaults, transformers, and/or any other confined space or hazardous area involving a utility (if required).

Client will provide any required escort during site work and will assist Robayna and Associates, Inc. in gaining required security access (if needed).

Client will make sure any temporary fencing will be moved in the areas of investigation prior to mobilization of field work.

Client accepts that due to the density of utilities within the area of investigation, a significant amount of marking paint may be applied to the ground surface during the field designation of utilities.

Robayna and Associates, Inc. is not responsible for moved, altered, or obliterated utility marks, or for maintaining utility marks beyond our initial investigation. If utility marks are destroyed and Client wishes to refresh them, Robayna and Associates, Inc. will impose an additional fee to relocate/remark utilities.

This proposal assumes that our field crews will have unrestricted access to the entire project area during our field effort. This proposal also assumes that investigation activities can be performed during normal business daylight hours (Monday through Friday: 0700-1800). If night or weekend work is required, surcharges may apply and will be based on the amount of work required and any special requirements.

Thank you for the opportunity of allowing us to submit our proposal to you. If this proposal is to your satisfaction, please acknowledge by signing below and returning one copy of this proposal to us.

Sincerely yours,

ROBAYNA AND ASSOCIATES INC.



Oscar E. Robayna, P.E.
President

ACCEPTANCE

The above fees, specifications and conditions are hereby accepted. You are hereby authorized to proceed with the services outlined, and payment will be done as outlined above.

By: _____

This _____ day of _____ 2024

5723 NW 158th Street, Miami Lakes, Florida 33014* Tel.:(305)823-9316

CF: P24136
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ROBAYNA AND ASSOCIATES INC.

May 29, 2024

Mr. Armando Silva
Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, Miami-Dade County, Florida 33193

RE: **Proposal for Stockpile Sampling**
Fountainbleau Lakes
10220 NW 10th Street
Miami, Miami-Dade County, Florida
Proposal No. P24145

Dear Mr. Silva,

At the request of Special District Services, Inc., Robayna and Associates, Inc. (R&A) has prepared this proposal to perform stockpile sampling at the above referenced property.

SCOPE OF WORK

Stockpile Sampling

It is our understanding that the client intends to excavate approximately 39 cubic yards (yd³) of material from the property during the installation of a fence. At the request of the client, R&A will collect one composite sample from the stockpile for laboratory analysis of arsenic by EPA Method 6010/6020.

R&A will mobilize to the subject property within 48-72 hours from the time the client requests the stockpile be sampled.

Upon review of the laboratory analytical results, R&A will prepare a Stockpile Sampling Report which will be submitted to the client.

DELIVERABLE AND FEE

R&A will prepare a Stockpile Sampling Report for a Lump Sum fee of \$1,050.00. This price assumes a standard 5-to-7-day turnaround time (TAT) on laboratory analysis. Expedited laboratory TAT can be performed for an additional fee.

Thank you for the opportunity of allowing us to submit our proposal to you. If this proposal is to your satisfaction, please acknowledge it by signing below and returning one copy of this proposal to us.

Sincerely yours,
ROBAYNA AND ASSOCIATES INC.

5723 NW 158th Street, Miami Lakes, Florida 33014 Tel.:(305)823-9316

ROBAYNA
AND ASSOCIATES INC.



Leigh P. Marshallsay, M.A.
Environmental Department Manager

ACCEPTANCE

The above fees, specifications and conditions are hereby accepted. You are hereby authorized to proceed with the services outlined, and payment will be done as outlined above.

By: _____

This _____ day of _____ 2024

ROBAYNA AND ASSOCIATES INC.

GENERAL PROVISIONS:

INITIALS:

District: _____

Consultant: _____

Fountainbleau Lakes
Community Development District

- a. ROBAYNA AND ASSOCIATES, INC., hereafter referred as Consultants, shall prepare invoices and submit same to ~~Special District Services, Inc.~~ ^{Special District Services, Inc.}, hereafter referred as Client, on the day of completion of a particular assignment or on the first day of each month based on work accomplished during the previous month. Payment to Consultant by Client shall be due within thirty (30) days of invoice. Unpaid invoices after 30 days will be subject to 1.5% interest. Consultant has the right to suspend or stop work if invoices are not paid on a timely basis as stated above, until payment is made.
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- c. Client shall have the right to terminate this agreement for any reason whatsoever, by giving the Consultant thirty (30) days prior written notice. In the event that Client exercises this option it shall pay the Consultant all sums due to the date of termination.
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Land Surveying

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| Land Surveyor Office (S.I.T.) | \$ 170.00 |
| Land Surveyor (P.S.M.) | \$ 195.00 |
| Principal Land Surveyor (P.S.M.) | \$ 205.00 |

Reproductions

| | |
|-----------|---------------|
| Full Size | \$4.25 / Each |
|-----------|---------------|

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CF: P24145

Page 1 of 2

| | |
|------------------------------|-----------------|
| Full Size Signed and Sealed | \$10.00 / Each |
| Report per sheet B&W | \$0.19 / Each |
| Report per sheet Color | \$2.00 / Each |
| Portable Media | \$100.00 / Each |
| Mylars | \$100.00 / Each |
| Historical R&A File Research | \$205 / Hour |

- g. Client shall be responsible for all governmental processing fees and filing fees. If Consultant provides processing and filing fees, a 20% processing will be applied to the reimbursement.
- h. Client shall be responsible for providing the engineer with all necessary soil and exfiltration tests for the design of the project unless otherwise noted on the proposal.
- i. Should the design criteria by the agencies change from those which were in effect at the time of the project start but before the approvals, the engineer will provide the client with a notification as soon as he is made aware of the changes, and the client shall be responsible for the additional fees for the redesign necessary to comply. These changes will be done at the hourly rates specified herein.
- j. Should the land become part of a new municipality and/or the procedures for approval or design criteria changes, the Consultant will have the right to charge for the additional services after notifying client.
- k. Should any of the permits or approvals by the agencies expired before the project is entirely constructed, the re-approval of the plans and any changes made to the same due to changes in design criteria, or the desires of the agencies will be charged to the Client by the Consultant on an hourly basis as shown on herein.
- l. Meetings requested by the clients for other than reasons necessary for design purposes and for the approval of the plans are not part of the fees stipulated herein and will be charged at the hourly rates as shown herein. Weekly scheduled meetings are not a part of the services listed herein and are charged hourly.
- m. Parking expenses incurred will be invoiced separately in addition to the costs described herein.
- n. The cost of copies of record as-builts from Miami-Dade WASD required for the design of this project will be invoiced as a direct cost item.
- o. If the Client requests prints and/or supplies beyond the specific use of this proposal, this service (s) shall be performed on a direct expense basis plus a 20% handling charge and be charged to the Client. Construction prints other than permit drawings are not part of this proposal.
- p. This agreement is to be considered and enforced in accordance with the laws of the State of Florida.
- q. This proposal is good for 30 days, once the fees stipulated herein are approved, they will be in effect for a period of 1 year from date of acceptance at which time they are renegotiable.

5723 NW 158th Street, Miami Lakes, Florida 33014* Tel.:(305)823-9316

**FIRST AMENDMENT TO
LAWN AND LANDSCAPE MAINTENANCE SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO LAWN AND LANDSCAPE MAINTENANCE SERVICE AGREEMENT (the “Amendment”) is made and entered into this _____ day of _____, 202____, with an effective date of January 1, 2025 (the “Effective Date”), by and between:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within unincorporated Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”);

and

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation, whose business address is 14805 SW 258 Street, Homestead, Florida 33032 (the “Contractor”),

RECITALS

WHEREAS, the District and Contractor acknowledge and agree that they are parties to the Landscape Maintenance Services Agreement dated December 5, 2019, (the “Agreement”), which Agreement has been in effect since December 5, 2019; and

WHEREAS, the District and Contractor desire to amend the Agreement to extend the term, provide an increase to the compensation of Contractor effective as of January 1, 2025, and add other additional terms to the Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the scope of services defined and set forth in the Agreement, and has agreed to provide such services to the District upon the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Amendment.

Section 2. Section 2.0 of the Agreement, entitled “Compensation” is hereby amended and replaced as follows:

2.0 Compensation. District shall pay the Contractor an annual amount not to exceed **NINETY-NINE THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 00/100 (\$99,477.00) DOLLARS** for performing the Services identified in this Agreement, as amended

from time to time, payable to Contractor in twelve (12) equal installments of **EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE AND 75/100 (\$8,289.75) DOLLARS** per month.

Additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his or her designee, and shall not cause the total amount for services to exceed the statutory public bidding threshold for service contracts pursuant to Florida Statutes. Following the Contractor's provision of the Services during a given month, Contractor shall provide the District with an invoice describing the monthly services provided before the last day of the month representing the pro rata installment of the Contract Amount due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act.

Section 3. Section 3.0 of the Agreement, entitled "Term" is hereby amended and replaced as follows:

3.0 Term. Contractor shall commence the provision of the Services (a/k/a the "Work") on the Effective Date. Thereafter, this Agreement shall automatically renew for extension terms of one (1) year each unless otherwise terminated as provided herein.

Section 4. Section 7.0 of the Agreement, entitled "Notices" is hereby amended and replaced as follows:

7.0 Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to District: **Fontainebleau Lakes Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: **FRD Complete Tree Service & Lawn Care, Inc.**
14805 SW 258 Street
Homestead, Florida 33032
Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day.

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

Section 5. Section 18.18, entitled “Scrutinized Company Certification” is hereby added to the Agreement, as follows:

18.18. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

- a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

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

Section 6. Section 18.19, entitled "Responsible Vendor Determination" is hereby added to the Agreement, as follows:

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

Section 7. Section 18.20, entitled "Convicted Vendor List" is hereby added to the Agreement, as follows:

18.20. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 8. Section 18.21, entitled "Anti-Human Trafficking Affidavit" is hereby added to the Agreement, as follows:

18.21. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Section 9. Section 18.22, entitled “E-Verify” is hereby added to the Agreement, as follows:

Section 18.22. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor’s failure to comply with the E-Verify requirements referenced in this subsection.

Section 10. In all other respects the Agreement is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

Section 11. This Amendment shall be effective upon the Effective Date, upon execution of the Amendment by the parties.

[THE REMAINDER OF PAGE INTENTIONALLY BLANK]

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

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair
Board of Supervisors

this ____ day of _____, 202__

WITNESSES:

**FRD COMPLETE TREE SERVICE &
LAWN CARE, a Florida corporation**

Print name: _____

By: _____

Title: _____

Print name: _____

this ____ day of _____, 202__

MEMORANDUM

TO: District Manager

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

DATE: February 10, 2025

RE: Stormwater system legal requirements update

As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

2021 Requirements for Districts with Stormwater Systems:

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system;
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

New Requirements for Districts with Stormwater Systems:
Chapter 2024-275, Laws of Florida

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the “FDEP Handbook”).

Operation and Maintenance Plan:

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan (“O&M Plan”) at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

Additional Inspections and Reports – Florida Requirements:

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD’s website (www.sfwmd.gov), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

Transfer of Permits for Stormwater Management Systems:

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

New Requirements for Districts located in Miami-Dade County

Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require **Class V permits** for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pre-treatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

Recommendation

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.