

# FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

### **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING & PUBIC HEARING JUNE 16, 2025 6:30 P.M.

Special District Services, Inc. 8785 SW 165<sup>th</sup> 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 Ramblas Clubhouse Conference Room 9960 NW 10<sup>th</sup> Terrace Miami, Florida 33172

### REGULAR BOARD MEETING & PUBLIC HEARING

June 16, 2025 6:30 p.m.

A.	Call to Order
B.	Proof of PublicationPage 1
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
	1. May 19, 2025 Regular Board Meeting Minutes
G.	Public Hearing
	1. Proof of PublicationPage 5
	2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget
	3. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Final BudgetPage 6
Н.	Old Business
	1. Approval and Acceptance of Engineers Plans for Fence Project, as Amended
I.	New Business
	1. Discussion Regarding Maintenance of CDD Surveillance Cameras
	2. Discussion Regarding Parking Enforcement (Las Ramblas)
	3. Consider Ratification of Small Project Agreement for Swing Gates (Las Sevillas)
	4. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting SchedulePage 35
	5. Consider Appointment of Audit Committee & Approval of Evaluation CriteriaPage 37
	6. Discussion Regarding MDX Sound Barrier Wall Adjacent to Las Ramblas
	7. Discussion Regarding Road Conditions (Las Ramblas)
	8. Discussion Regarding Median Landscaping (Las Ramblas)
J.	Administrative & Operational Matter
	1. Reminder: Form 1 - Statement of Financial Interests Due July 1, 2025
	2. Annual Ethics Training Due December 31, 2025
K.	Board Members & Staff Closing Comments
L.	Adiourn



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

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

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

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Fontainbleau 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 Fontainbleau 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.

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

www.fontainbleaulakescdd.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

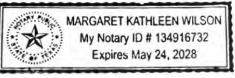
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in 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

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

Margaret K. Wilson



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

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING APRIL 21, 2025

### A. CALL TO ORDER

District Manager Armando Silva called the April 21, 2025, Regular Board Meeting of the Fontainbleau Lakes Community Development District (the "District") to order at 6:32 p.m. in the Las Sevillas Roundabout located at 10012 NW 7<sup>th</sup> Street, Miami, Florida 33172.

### B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular 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 Mayra De Torres, Vice Chairperson Humberto Jovanovic and Supervisors Miguel Garcia, Eddy Luna, 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: Maria Abad, Miami, FL; Oscar Galvez, Miami, FL; Nicholas Lemus, Miami, FL.

### D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. De Torres asked if it would be possible for the District to install "tiger claws" on the exit located on the intersection of NW 99<sup>th</sup> Court and Fontainbleau Boulevard. There have been multiple occasions where tow trucks and vehicles have been witnessed entering the community through that exit. Mr. Silva informed Ms. De Torres that the District had looked into this back in 2019 and even though there is nothing in the Florida Statutes that prohibits the installation, the installation of the tiger claws would have to be permitted by Miami-Dade County and the tiger claws would create possible liability issues for the District.

Mr. Lemus informed the Board that the District is having a rodent issue within the townhomes section of the Las Ramblas community. Mr. Silva informed the Board that he would have District Field Operations Staff look into the installation of rodent traps within the District owned common areas.

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

There were no comments from the public at this time.

#### F. APPROVAL OF MINUTES

1. March 17. 2025 Regular Board Meeting

Mr. Silva presented the minutes of the March 17, 2025, Regular Board Meeting. A **motion** was made by Mr. Garcia, seconded by Mr. Luna and passed unanimously approving the minutes of the March 17, 2025, Regular Board Meeting, as presented.

### G. OLD BUSINESS

### 1. Update Regarding Perimeter Fence (Las Ramblas)

Mr. Silva provided an update on the ongoing perimeter fence project for the Las Ramblas community. He stated that District Counsel, Engineer Oscar Robayna and himself had virtually met with Charmaine Shinhoster of the Miami Dade County Zoning and Public Works Plan Review Division to discuss the scope of the Perimeter Fence Project.

In summary, Mr. Robayna provided Ms. Shinhoster with and overview of the fence project while Ms. Smoker provided information that supported the District's right to install the fence within the areas outlined in the plans. Ms. Shinhoster stated that she had not had time to fully review the Declarations of Restrictive Covenants or the plans so she needed some time to review and get back to us on a decisions. During discussions, Ms. Shinhoster requested that the District have multiple entrance points that would allow the public to enter the open space tracts. As a result of this request, Mr. Silva and Mr. Robayna located 3 locations within the open space tracts where the District could install additional gate doors. A draft of the plans was provided to the Board members. Due to the addition of doors to the Perimeter Fence Project, the Board asked if it would be possible to set "Hours of Operation" for access to the open-space tracts. Mr. Silva and Ms. Smoker will look into this once the project has commenced. A discussion ensued after which;

A **motion** was made by Ms. De Torres, seconded by Mr. Luna and unanimously passed approving the amendment to the Perimeter Fence Project Plans (adding the pedestrian gate doors), subject to the engineers review.

### H. NEW BUSINESS

### 1. Discussion Regarding Cameras Maintenance Plans (Las Ramblas)

Mr. Silva presented a proposal from WAR Entertainment Inc, ERSC and Regions Security relating to the maintenance of the District surveillance cameras located within the Las Ramblas community. The Board tabled the approval and requested that the cameras system from Las Sevillas be added to the maintenance proposals.

### I. ADMINISTRATIVE & OPERATIONAL MATTERS

### 1. Discussion Reminder: Form 1 – Statement of Financial Interest – Due: July 1, 2025

Mr. Silva reminded the Board that their financial disclosures are due July 1, 2025 and ethics training are due December 31, 2025 and he will be sending the Board reminders to them about the submittal.

### J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

### K. ADJOURNMENT

There being no further business to come	before the Board, a motion was made by Ms. De Torres,
seconded by Mr. Jovanovic and passed u	nanimously to adjourn the Regular Board Meeting at 7:53
p.m.	
Secretary/Assistant Secretary	Chairperson/Vice Chairperson

Publication Date 2025-05-28

Subcategory Miscellaneous Notices

Notice of Public Hearing

and

Regular Board Meeting of the

Fontainbleau Lakes Community Development District

The Board of Supervisors (the "Board") of the Fontainbleau Lakes Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 16, 2025, at 6:30 p.m., or as soon thereafter as the meeting can be heard, in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2025/2026 Proposed Final Budget. The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. A copy of the Budget and/or the Agenda for these meetings may be obtained from the District's website (www.fontainbleaulakescdd.org) or at the offices of the District Manager at 786-313-3661 during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at 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 meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Fontainbleau Lakes Community Development District

www.fontainbleaulakescdd.org

IPL0235422

May 28,Jun 4 2025

#### RESOLUTION NO. 2025-04

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

**WHEREAS**, the Fontainbleau Lakes Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

**WHEREAS**, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non-ad valorem assessments upon the properties within the District.

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

<u>Section 1</u>. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 16th day of June, 2025.

ATTEST:		FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT				
By:	By:					
Secretary/Assistant Se	ecretary	Chairperson/Vice Chairperson				

# Fontainbleau Lakes Community Development District

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

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VI	ASSESSMENT COMPARISON

### **FINAL BUDGET**

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

### OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR
	2025/2026
DEVENUES	
REVENUES	BUDGET 94,848
Administrative Assessments	
Maintenance Assessments	476,596
Perimeter Fence Assessments	400.045
Debt Assessments	463,915
Other Revenues	0
Interest Income	1,200
TOTAL REVENUES	\$ 1,036,559
EVENDITUDEO	
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
	- 113,900
TOTAL PERIMETER FENCE EXPENDITURES	\$ -
TOTAL I ENIMETER I ENOL EXI ENDITORES	
TOTAL EXPENDITURES	\$ 562,757
TOTAL EXPENDITORES	φ 302,737
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)	\$
MET EXOLOGY (OHOR IT ALL)	

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

### FINAL MAINTENANCE BUDGET

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

	FISCAL YEAR
-va-va-va-va-va-va-va-va-va-va-va-va-va-	2025/2026
EXPENDITURES	BUDGET
MAINTENANCE EXPENDITURES	
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 FINAL BUDGET**

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

		SCAL YEAR	FISCAL YEAR	FISCAL YEAR	
		2023/2024	2024/2025	2025/2026	
REVENUES		ACTUAL	BUDGET	BUDGET	COMMENTS
Administrative Assessments		96,746	92,775		Expenditures Less Interest & Carryover/.94
Maintenance Assessments		478,723	478,723		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	, in the second second	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		Supervisor Fees * 7.65%
Management		31,956	32,904		CPI Adjustment
Secretarial & Field Operations		6,300	6,300		No Change From 2024/2025 Budget
Legal		25,787	15,000		Fiscal Year 2024/2025 Expenditure Through 1/31/25 Was \$11,230
Assessment Roll		10,000	10,000		As Per Contract
Audit Fees		3,300	3,400		\$100 Increase From 2024/2025 Budget
Arbitrage Rebate Fee		650	650		No Change From 2024/2025 Budget
Insurance		22,378	23,000		Fiscal Year 2024/2025 Expenditure Was \$22,952
Legal Advertisements		2,717	2,500	2,750	Costs Have Increasd Due To Closing Of The Miami Business Review
Miscellaneous		1,745	2,200		\$100 Decrease From 2024/2025 Budget
Postage		250	600		\$25 Decrease From 2024/2025 Budget
Office Supplies		494	800		\$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)	` ' '		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 FINAL MAINTENANCE BUDGET**

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

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
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			No Change From 2024/2025 Budget
Annual Landscape & Irrigation Maintenance	96,010			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 FINAL DEBT SERVICE FUND BUDGET**

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	R F	ISCAL YEAR	
	2023/2024	2024/2025		2025/2026	
REVENUES	ACTUAL	BUDGET		BUDGET	COMMENTS
Interest Income	32,54	4	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	443,47	75 436	,080,	436,080	Maximum Debt Service Collection
Total Revenues	\$ 476,019	9 \$ 436,	580 \$	437,080	
EXPENDITURES					
Principal Payments	245,00	255	,000	260,000	Principal Payment Due In 2026
Interest Payments	188,01	9 178	,388	170,981	Interest Payments Due In 2026
Bond Redemption		0 3	3,192	6,099	Estimated Excess Debt Collections
Total Expenditures	\$ 433,019	9 \$ 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**

	2 As	iscal Year 022/2023 ssessment re Discount*	2 As	iscal Year 023/2024 ssessment ore Discount*	2 As	iscal Year 024/2025 ssessment ire Discount*	Projec	Fiscal Year 2025/2026 ted Assessment ore 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 <u>Debt Assessment For Single Family</u>	\$ \$	- 1,224.05	\$ \$	935.62 1,224.05	\$ \$	- 1,224.05	\$ \$	- 1,224.05
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 <u>Debt Assessment For Townhomes</u>	\$ \$	- 1,064.39	\$ \$	935.62 1,064.39	\$ \$	- 1,064.39	\$ \$	- 1,064.39
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>	\$ \$	- 957.95	\$ \$	- 957.95	\$ \$	- 957.95	\$ \$	- 957.95
Total	\$	2,044.86	\$	2,369.22	\$	2,369.07	\$	2,368.94

\* Assessments Include the Following : 4% Discount for Early Payments

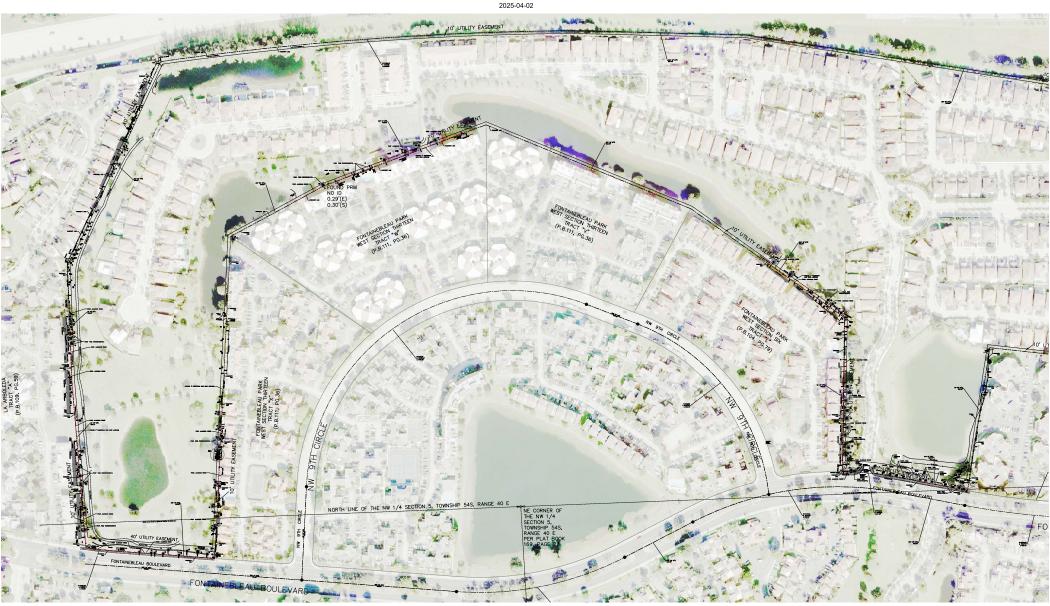
Community Information:

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

<sup>1%</sup> County Tax Collector Fee

<sup>1%</sup> County Property Appraiser Fee

### Overall of Fence Project





Attention:	Armando Silva		Project: Security System
Title:	Special District Services		Project: CCTV
	Fontainbleau Lakes Community Development District		P.O. Number:
Address:	2501 A Burns Rd		Invoice Number: W54112
	Palm Beach Gardens, FL 33410		Term: 30 days
Date:	May 14, 2025 11:00 AM	<	Pending

### MAINTENANCE PLAN LAS SEVILLAS AND LAS RAMBLAS

******* 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 10 cameras in CDD area Las Sevillas			0.00
Included 10 cameras in CDD area Las Sevillas			0.00
Labor Company rate 85 x H (min 3 hour) \$ 255.00	8	85.00	680.00
		Subtotal	\$680.00
ADJUSTMENT EXEMPTION TAX FOR CDD		0.00%	\$0.00
Monthly Charge \$ 340.00 total at year \$ 8,160.00		TOTAL	\$680.00
Repair and New equipment are not included.			

*** DEPOSIT MUST BE 50 % OF THE TOTAL AMOUNT *** THE OTHER 50	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



Attention:	Armando Silva	Project: Security System
Title:	Special District Services	Project: CCTV
	Fontainbleau Lakes Community Development District	P.O. Number:
Address:	2501 A Burns Rd	Invoice Number: W54110
	Palm Beach Gardens, FL 33410	Term: 30 days
Date:	May 6, 2025 10:00 AM	< Pending

### **INVOICE**

		TOTAL	\$4,000.00
ADJUSTMENT EXEMPTION TAX FOR CDD		0.00%	\$0.00
		Subtotal	\$4,000.00
Labor Company rate 85 x H (min 3 hour) \$ 255.00	8	85.00	680.00
14 ft square aluminum pipe (UI) 3 ft under ground concrete, 11 ft expose	1	980.00	980.00
Panel Solar/battery 2000 wats 12 volts 6 amp	1	980.00	980.00
Burial CAT6 Network cable	1	170.00	170.00
Enclosure System BOX with FAN and POE injector	1	450.00	450.00
UBIQUITI antenna set (transmitter & receiver)	1	460.00	460.00
HIKVISION wide angle 2.8 IP camera 6MP	1	280.00	280.00

IOTE: 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
naterials 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

<sup>\*\*\*</sup> DEPOSIT MUST BE 50 % OF THE TOTAL AMOUNT \*\*\* THE OTHER 50% WILL BE DUE WHEN JOB IS DONE.

### SMALL PROJECT AGREEMENT (Swing Gate – Las Sevillas)

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 ("District");

and

**FANTASY GATES ELECTRIC, INC.,** a Florida corporation, having as its business and mailing address at 12929 SW 133<sup>rd</sup> Court, Miami, Florida 33186 (the "Contractor").

### RECITALS

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

WHEREAS, the District desires to complete certain replacements of four (4) motors and sensors at the entrance and exit swing gates (the "Work" or "Project"), which Project is more particularly described in the Contractor's Proposal dated January 24, 2025, attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District at its meeting of March 17, 2025, authorized the proper District officials to enter into this Agreement with Contractor; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

### SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the <u>Exhibit A</u> attached hereto and incorporated herein.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.
  - C. Contractor shall report to the District Manager or his or her designee.
- D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein and in <a href="Exhibit A.">Exhibit A.</a>
- E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the Work in a substantial, quality, and workmanlike manner.
- F. Contractor shall perform all the Work and provide all the labor required by and pursuant to this Agreement.
- G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the Work.
- H. Contractor will be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof and will be required to make good at his or her own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.
- I. The Work shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.
- J. Contractor shall be fully responsible for developing, maintaining, and implementing any plans required by Miami-Dade County (the "County"), as part of the permitting process or in connection with the Contractor's work, including but not limited to Maintenance of Traffic (MOT) Plans. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," as amended, and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.
- K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.
- L. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District

in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

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

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in accordance with the Proposal, in the total lump sum amount not to exceed EIGHTEEN THOUSAND EIGHT HUNDRED THIRTY AND 93/100 (\$18,830.93) DOLLARS for the Work in accordance with the payment schedule below:

PAYMENT	AMOUNT	PAYMENT DUE
Deposit	\$ 9,415.46	Execution of the Agreement
Final Payment	\$ 9,415.47	Final completion of the Project
TOTAL:	\$18,830.93	

It is further understood that District shall be responsible, at cost, for any permit fees required by Miami-Dade County, any municipality or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies,



rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the Work described herein is completed. The Work shall be completed by Contractor by \_\_\_\_\_\_\_\_, 2025 ("Scheduled Completion Date"), subject to the provisions of Section 13 herein. The Contractor understands and acknowledges that the Work, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public.

#### SECTION 6. INDEMNIFICATION.

- A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.
- B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 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 Contractor 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 Contractor.
- C. The Contractor 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.
- D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.



SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND 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.

SECTION 9. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

### SECTION 10. WARRANTY.

- A. The Contractor warrants its work on the Project against defects in materials or workmanship in accordance with the Proposal. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.
- B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

#### SECTION 11. INSURANCE.

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

- 1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- 2. <u>Comprehensive General Liability</u> (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

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

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- 3. <u>Automobile Liability</u> with the following minimum limits of liability, with no restrictive endorsements:
  - \$1,000,000 Combined Single Limit, per occurrence
- B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Fontainbleau Lakes Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives), Fontainebleau Lakes Courtyards West Condominium Association, Inc., a Florida not-for-profit corporation, (the "Association") and, if the paragraph below is checked, Miami-Dade County, are additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.



If checked here, the Work or a portion thereof is to be performed within the right-of-way or property of **Miami-Dade County** (the "County"), in which case the Contractor is required to comply with certain contractual provisions regarding insurance and indemnification as required by separate Agreement between the District and the County (the "ROW Agreement"). Copies of said ROW Agreement are available to Contractor upon Contractor's request to the District Manager of the District.



- C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.
- D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.
- E. Insurance companies selected by Contractor must be acceptable to District, and the County (if Section 11(B) is checked). All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District, and to the County (if Section 11(B) is checked) by certified mail, return receipt requested.
- F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District, Association, and the County (if Section 11(B) is checked), with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.
- I. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the County is named as an additional insured shall not be applicable to County.
- J. Violation of the terms of this section and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Contractor in this Agreement shall thereupon cease and terminate.

#### SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

- B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.
- C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

#### SECTION 13. REMEDY FOR DELAY.

- A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.
- B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.
- C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.
- D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. 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:

Fontainbleau 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:

Fantasy Gates Electric, Inc.

12929 SW 133 Court Miami, FL 33186 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 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
  - 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 18.** AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A, then this main Agreement instrument shall control.

**SECTION 22. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Work over the Project Areas described in Exhibit A.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 24. 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 25. 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:
  - Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    - i. 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

- ii. Have a material business relationship involving the supply of military equipment, or
- iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
- iv. 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:
  - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
- ii. 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 26. 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 27. 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 28. EXAMINATION OF SITE. Contractor agrees that it shall be held responsible for having examined the site(s) and the location of all proposed work associated with the Project and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the compensation set forth herein.

### SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.

- A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.
- B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.
- C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.
- D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.
- E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

SECTION 30. 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.

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

ATTEST:	FONTAINBLEAU LAKES
Armando Silva	COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Mayra De Torres (May 17, 2025 20:30 EDT) Chairperson/Vice-Chairperson
	17-May-2025 day of, 2025
WITNESSES:	CONTRACTOR:
	FANTASY GATES ELECTRIC, INC., a Florida corporation
	D
[PRINT NAME OF WITNESS]	By: Print: MANNY PERE Title: V. P.
IDDIN'T NIAME OF WEITNESS	14 day of MAY, 2025

### EXHIBIT A

Proposal



Fantasy Gates Electric, Inc. 12929 SW 133 CT

Miami, FL 33186 US

+17862428840

info@fantasygatesinc.com



**ADDRESS** 

The Fontainbleau Lakes CDD (Las Sevillas)
2501A Burns Road

Palm Beach Gardens, FL 33410.

SHIP TO

Las Sevillas 10012 NW 7 ST Miami, FL 33172 Estimate 4838

**DATE** 01/24/2025

**EXPIRATION DATE 02/24/2025** 

#### QTY DESCRIPTION

Reported as: Customer would like to replace (4) four motors, sensors at entrance and exit gates.

- 4 SWING GATE OPERATOR 24vdc w/Battery Backup. Includes LMRRUL Photo-eye
- 5 Loop Detector-Plug in 12vdc/3mA.

No wiring needed.

12vdc/3mA Low Power Draw. Includes diagnostic and test feature.

Prevents gate closing with on-vehicle presence.

Power efficient for maximum cycles on battery backup.

15 Labor - Installation

All items installed have a (five year) Limited Warranty on parts & Twelve (12) months on labor. Acts of God, Damage caused by vehicles, vandalism or Criminal mischief will not be covered in warranty of items

Please email the invoice # you are paying to info@fantasygatesinc.com so we can properly apply payment to our system.

Thank You for your business

DEPOSIT REQUIRMENT: ALL jobs that exceed \$1000 require a deposit, unless noted above.

Payment schedule to be sent once job is approved.

All items installed are Property of Fantasy Gates until paid in full but not covered by Acts of God, Damage caused by vehicles, Abuse or Criminal mischief.

Change order will be submitted if additional repairs outside of scope of work are required.

Fantasy Gates Electric and/or Qualifier will perform scope

P

TOTAL .

\$18,830.93

Please be advised that work will not be scheduled till deposit & signed document is received.

### Small Project Agreement - Las Sevillas

Final Audit Report 2025-05-18

Created: 2025-05-15

By: Armando Silva (asilva@sdsinc.org)

Status: Signed

Transaction ID: CBJCHBCAABAAzZufPPaJETL-sf6JKQ-fsAO7m-1aV0aJ

### "Small Project Agreement - Las Sevillas" History

- Document created by Armando Silva (asilva@sdsinc.org) 2025-05-15 7:52:08 PM GMT
- Document emailed to Mayra De Torres (venturamayra@gmail.com) for signature 2025-05-15 7:52:16 PM GMT
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- Document e-signed by Armando Silva (asilva@sdsinc.org)
  Signature Date: 2025-05-15 7:53:21 PM GMT Time Source: server
- Email viewed by Mayra De Torres (venturamayra@gmail.com) 2025-05-16 5:40:21 AM GMT
- Email viewed by Mayra De Torres (venturamayra@gmail.com) 2025-05-17 6:36:32 PM GMT
- Email viewed by Mayra De Torres (venturamayra@gmail.com) 2025-05-18 0:28:10 AM GMT
- Document e-signed by Mayra De Torres (venturamayra@gmail.com)
  Signature Date: 2025-05-18 0:30:52 AM GMT Time Source: server
- Agreement completed. 2025-05-18 - 0:30:52 AM GMT

#### RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is necessary for the Fontainbleau Lakes Community Development District ("District") to establish a regular meeting schedule for fiscal year 2025/2026; and

**WHEREAS,** the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 16<sup>th</sup> day of June, 2025.

ATTEST:	FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant Secr	

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE

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

October 20, 2025 November 17, 2025 May 18, 2026 June 15, 2026 September 21, 2026

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

March 16, 2026 April 20, 2026

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.

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

www.fontainbleaulakescdd.org

PUBLISH: MIAMI HERALD XX/XX/2025

# FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

### 1. Ability of Personnel (10 Points).

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

### 2. Proposer's Experience (10 Points).

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

### 3. Understanding of Scope of Work (10 Points).

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

### 4. Ability to Furnish the Required Services (10 Points).

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

### 5. *Price* (10 Points).

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Years 2024/2025, 2025/2026 and 2026/2027 With Two Year Option (2027/2028 and 2028/2029) Miami-Dade County, Florida

### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than August 19, 2025 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. REJECTION OF PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Fontainbleau Lakes Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

- **SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").
- **SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.
- **SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- **SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.
- **SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.
- **SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.
  - A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
  - B. Describe proposed staffing levels, including resumes with applicable certifications.
  - C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- **SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SECTION 15. REJECTION OF ALL PROPOSALS.** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.