



**SAUSALITO BAY
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 2, 2023
6:15 P.M.**

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

www.sausalitobaycdd.org
786.347.2700 ext. 2027 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT

Just Kids Center, Inc.
Conference Room
12470 S.W. 8th Street
Miami, Florida 33184

REGULAR BOARD MEETING

March 2, 2023

6:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Resolution No. 2023-01 – Declaring Vacancies.....Page 2
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. September 1, 2022 Regular Board Meeting.....Page 4
- H. Old Business
 - 1. Staff Report, as Required
- I. New Business
 - 1. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 7
 - 2. Consider Engineering Updated Rates Request (Alvarez Engineers).....Page 14
 - 3. Consider Adjustment to District Counsel Fee Structure.....Page 27
- J. Administrative & Operational Matters
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

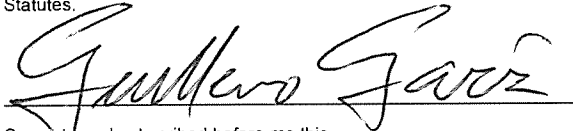
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

09/23/2022

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

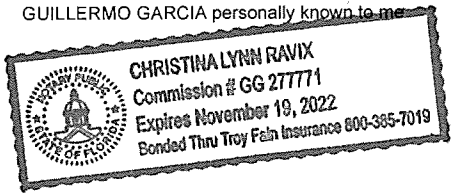


Sworn to and subscribed before me this
23 day of SEPTEMBER, A.D. 2022



(SEAL)

GUILLERMO GARCIA personally known to me



**SAUSALITO BAY COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 REGULAR
MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Sausalito Bay Community Development District (the "District") will hold Regular Meetings in the Conference Room at the Just Kids Center, Inc. located at 12470 SW 8th Street, Miami, Florida 33184 at 6:15 p.m. on the following dates:

- October 6, 2022
- November 3, 2022
- February 2, 2023
- March 2, 2023
- April 6, 2023
- May 4, 2023
- June 1, 2023
- September 7, 2023

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

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

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

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

SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT

www.sausalitobaycdd.org

9/23

22-57/0000621454M

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 190.006, Florida Statutes, the members of the Board of Supervisors (the “District Board”) of the Sausalito Bay Community Development District (the “District”) are to be elected by the qualified electors of the District at a general election to be held on November 8, 2022 (the “General Election”); and

WHEREAS, the District provided published notice of the qualifying period for election to the District Board at least two (2) weeks prior to the start of the qualifying period for the General Election, as required by Section 190.006(3)(b), Florida Statutes; and

WHEREAS, the **Miami-Dade** County Supervisor of Elections has confirmed that at the close of the qualifying period for election to the District Board, no elector qualified for Seat #1 or Seat #2 to be filled in the General Election; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seats to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill each such vacancy within 90 days of the second Tuesday following the General Election.

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

1. The recitals above are true and correct and are hereby made a part of this Resolution.
2. The District Board hereby declares Seat #1 and Seat #2 to be vacant, effective on the second Tuesday following the General Election.
3. The District Board shall appoint a qualified elector to Seat #1 and Seat #2 within 90 days of the second Tuesday following the General Election, as required by Section 190.006(3)(b), Florida Statutes. Until such appointment, the incumbent board member in such seat shall remain in office.

4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of March, 2023 by the Board of Supervisors of the Sausalito Bay Community Development District.

ATTEST:

**SAUSALITO BAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair

**SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 1, 2022**

A. CALL TO ORDER

District Manager Nancy Nguyen called the September 1, 2022, Regular Board Meeting of the Sausalito Bay Community Development District (the “District”) to order at 6:30 p.m. in the Conference Room at the Just Kids Center, Inc. located at 12470 SW 8th Street, Miami, Florida 33184.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on May 23, 2022, as part of the District’s Revised Fiscal Year 2021/2022 Regular Meeting Schedule, *as legally required*.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Miguel Picar, Vice Chairman Robert Penna (who arrived at 6:39 p.m.) and Supervisors Jessica Toledano and Yuray Rodriguez constituted a quorum and it was in order to proceed with the meeting.

Staff members in attendance were District Manager Nancy Nguyen of Special District Services, Inc.; and District Counsel Scott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. APPOINTMENT OF SUPERVISOR TO VACANT SEAT (SEAT #2 – EXP. 2022)

This item was not needed at this time.

E. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

This item was not needed at this time.

F. ELECTION OF OFFICERS

This item was not needed at this time.

G. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

I. APPROVAL OF MINUTES

1. May 4, 2022, Regular Board Meeting & Public Hearing

Ms. Nguyen presented the minutes of the May 4, 2022, Regular Board Meeting and Public Hearing and asked if there were any changes.

There being no changes, a **motion** was made by Mr. Picar, seconded by Ms. Toledano and unanimously passed approving the minutes of the May 4, 2022, Regular Board Meeting and Public Hearing, *as presented*.

J. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

K. NEW BUSINESS

1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget

Ms. Nguyen presented Resolution No. 2022-04, entitled:

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title into the record and provided an explanation for the document. She indicated that there was an operating fund balance of approximately \$200,000 at the end of the fiscal year. A discussion ensued after which:

A **motion** was made by Mr. Picar, seconded by Ms. Toledano and unanimously passed to adopt Resolution No. 2022-04, as presented, thereby setting the amended/revised budget for the 2021/2022 fiscal year.

2. Legislative Session Update Memo

Ms. Nguyen explained that District Counsel has prepared a memorandum summarizing the legislative acts that have become law during the most recent legislative session. Mr. Cochran provided the Board an explanation of the laws that pertain to the District. Mr. Cochran informed the Board that if they have any questions regarding these new laws, they may contact his office or visit <http://laws.flrules.org/>.

L. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Statement of Financial Interests/Disclosure 2021 Form 1 Update

Ms. Nguyen informed the Board that all Supervisors have filed their Statement of Financial Interests 2021 Form 1 timely.

2. General Election Candidates (Seats 1 & 2; General Election 11/8/22)

Ms. Nguyen advised that no electors qualified for Seats 1 (Jessica Toledano) and 2 (VACANT); therefore, vacancies will be declared in these seats effective the second Tuesday following the general election (November 22, 2022). Ms. Nguyen further explained that the incumbents in these seats shall remain on the Board as holdovers until the Board appoints a qualified elector to serve in such seats.

M. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen stated that unless an emergency were to arise, the Board would not need to meet until February 2, 2023.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Toledano, seconded by Mr. Rodriguez and unanimously passed to adjourn the Regular Board Meeting at 6:46 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM ASSESSMENTS FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted by the Board.

Section 2. A Public Hearing is hereby scheduled for May 4, 2023, at 6:15 p.m. in the Conference Room at the Just Kids Center, Inc. located at 12470 S.W. 8th Street, Miami, Florida 33184, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 2nd day of March, 2023.

ATTEST:

**SAUSALITO BAY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Sausalito Bay
Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

PROPOSED BUDGET
SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Administrative Assessments	83,972
Maintenance Assessments	33,511
Debt Assessments	184,654
Other Revenues	0
Interest Income	300
TOTAL REVENUES	\$ 302,437
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Aquatic Maintenance (SFH - 50)	5,400
Aquatic Maintenance (TH - 23)	1,800
Lawn Maintenance (SFH - 50)	22,500
Lawn Maintenance/Lake Tracts (TH - 23)	6,000
Lake Tract Shoreline Maintenance (SFH - 50)	900
Lake Tract Shoreline Maintenance (TH - 23)	480
Miscellaneous Maintenance Expenses (SFH - 50)	8,000
Miscellaneous Maintenance Expenses (TH - 23)	750
Misc Grounds Maintenance/Mulch/Fertilizer	4,800
Engineering/Inspections	1,600
Outside Janitorial Services (SFH - 50)	3,000
Maintenance Contingency	2,020
TOTAL MAINTENANCE EXPENDITURES	\$ 57,250
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	5,000
Payroll Taxes (Employer)	383
Management	33,096
Secretarial & Field Operations	6,180
Legal	8,000
Assessment Roll	6,000
Audit Fees	3,900
Insurance	6,500
Legal Advertisements	675
Miscellaneous	1,500
Postage	250
Office Supplies	425
Dues & Subscriptions	175
Trustee Fee	3,800
Continuing Disclosure Fee	350
Website Management	2,000
Administrative Contingency	700
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 78,934
TOTAL EXPENDITURES	\$ 136,184
REVENUES LESS EXPENDITURES	\$ 166,253
Bond Payments	(173,575)
BALANCE	\$ (7,322)
County Appraiser & Tax Collector Fee	(6,043)
Discounts For Early Payments	(12,085)
EXCESS/ (SHORTFALL)	\$ (25,450)
Carryover From Prior Year	25,450
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	81,583	82,233	83,972	Expenditures/.94
Maintenance Assessments	37,181	32,340	33,511	Expenditures Less Interest & Carryover/.94
Debt Assessments	187,029	188,085	184,654	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	283	240	300	Interest Projected At \$25 Per Month
TOTAL REVENUES	\$ 306,076	\$ 302,898	\$ 302,437	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Aquatic Maintenance (SFH - 50)	6,570	5,400	5,400	No Change From 2022/2023 Budget
Aquatic Maintenance (TH - 23)	0	1,800	1,800	No Change From 2022/2023 Budget
Lawn Maintenance (SFH - 50)	19,086	22,500	22,500	No Change From 2022/2023 Budget
Lawn Maintenance/Lake Tracts (TH - 23)	5,541	6,000	6,000	No Change From 2022/2023 Budget
Lake Tract Shoreline Maintenance (SFH - 50)	0	900	900	No Change From 2022/2023 Budget
Lake Tract Shoreline Maintenance (TH - 23)	0	480	480	No Change From 2022/2023 Budget
Miscellaneous Maintenance Expenses (SFH - 50)	0	8,000	8,000	No Change From 2022/2023 Budget
Miscellaneous Maintenance Expenses (TH - 23)	0	750	750	No Change From 2022/2023 Budget
Misc Grounds Maintenance/Mulch/Fertilizer	0	4,800	4,800	No Change From 2022/2023 Budget
Engineering/Inspections	1,975	1,020	1,600	\$580 Increase From 2022/2023 Budget
Outside Janitorial Services (SFH - 50)	0	3,300	3,000	\$300 Decrease From 2022/2023 Budget
Maintenance Contingency	0	2,300	2,020	Maintenance Contingency
TOTAL MAINTENANCE EXPENDITURES	\$ 33,172	\$ 57,250	\$ 57,250	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	2,000	5,000	5,000	Supervisor Fees
Payroll Taxes (Employer)	153	383	383	Supervisor Fees *7.65%
Management	31,200	32,136	33,096	CPI Adjustment (Capped At 3%)
Secretarial & Field Operations	6,180	6,180	6,180	No Change From 2022/2023 Budget
Legal	6,955	8,000	8,000	No Change From 2022/2023 Budget
Assessment Roll	6,000	6,000	6,000	No Change From 2022/2023 Budget
Audit Fees	3,700	3,800	3,900	\$100 Increase From 2022/2023 Budget
Insurance	5,706	6,000	6,500	Fiscal Year 2022/2023 Expenditure Was \$6,134
Legal Advertisements	457	675	675	No Change From 2022/2023 Budget
Miscellaneous	947	1,600	1,500	\$100 Decrease From 2022/2023 Budget
Postage	224	250	250	No Change From 2022/2023 Budget
Office Supplies	214	450	425	\$25 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	No Change From 2022/2023 Budget
Trustee Fee	3,547	3,600	3,800	\$200 Increase From 2022/2023 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2022/2023 Budget
Website Management	2,000	2,000	2,000	No Change From 2022/2023 Budget
Administrative Contingency	0	700	700	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 69,808	\$ 77,299	\$ 78,934	
TOTAL EXPENDITURES	\$ 102,980	\$ 134,549	\$ 136,184	
REVENUES LESS EXPENDITURES	\$ 203,096	\$ 168,349	\$ 166,253	
Bond Payments	(178,272)	(176,800)	(173,575)	2024 P & I Payments Less Earned Interest
BALANCE	\$ 24,824	\$ (8,451)	\$ (7,322)	
County Appraiser & Tax Collector Fee	(2,944)	(6,053)	(6,043)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(11,363)	(12,106)	(12,085)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 10,517	\$ (26,610)	\$ (25,450)	
Carryover From Prior Year	0	26,610	25,450	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 10,517	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET

SAUSALITO BAY COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	514	25	100	Projected Interest For FY 2023/2024
NAV Tax Collection	178,272	176,775	173,575	2024 P & I Payments Less Earned Interest
Total Revenues	\$ 178,786	\$ 176,800	\$ 173,675	
EXPENDITURES				
Principal Payments	105,000	110,000	110,000	Principal Payment Due In 2024
Interest Payments	72,800	66,800	63,675	Interest Payments Due In 2024
Total Expenditures	\$ 177,800	\$ 176,800	\$ 173,675	
Excess/ (Shortfall)	\$ 986	\$ -	\$ -	

Series 2013 Bond Refunding Information

Original Par Amount =	\$2,595,000	Annual Principal Payments Due =	May 1st
Interest Rate =	1.375% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2013		
Maturity Date =	May 2035		

Par Amount As Of 1/1/23 = \$1,750,000

Sausalito Bay Community Development District Assessment Comparison

	Original Projected Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
Administrative Assessment For Lot Size 23	\$ -	\$ 190.93	\$ 189.50	\$ 191.69	\$ 195.74
Maintenance Assessment For Lot Size 23	\$ -	\$ 35.39	\$ 33.49	\$ 29.13	\$ 30.39
<u>Debt For Lot Size 23</u>	<u>\$ -</u>	<u>\$ 372.78</u>	<u>\$ 376.06</u>	<u>\$ 378.18</u>	<u>\$ 371.29</u>
Total	\$ 625.00	\$ 599.10	\$ 599.05	\$ 599.00	\$ 597.42
Administrative Assessment For Lot Size 50	\$ -	\$ 190.93	\$ 189.50	\$ 191.69	\$ 195.74
Maintenance Assessment For Lot Size 50	\$ -	\$ 141.20	\$ 134.88	\$ 117.32	\$ 121.40
<u>Debt For Lot Size 50</u>	<u>\$ -</u>	<u>\$ 486.01</u>	<u>\$ 490.27</u>	<u>\$ 493.05</u>	<u>\$ 484.06</u>
Total	\$ 750.00	\$ 818.14	\$ 814.65	\$ 802.06	\$ 801.20

* Assessments Include the Following :

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

Community Information:

Twenty Three Foot Lots	204
Fifty Foot Lots	<u>225</u>
Total Units	429

February 10, 2023

Board of Supervisors
Sausalito Bay Community Development District
Attn: District Manager Nancy Nguyen
Special District Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410

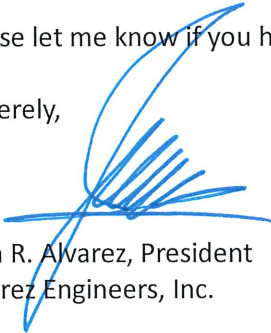
Reference: Sausalito Bay Community Development District
Alvarez Engineers Personnel Billing Rates
Via: Email Only: nnguyen@sdsinc.org

Dear Board of Supervisors,

I would like to respectfully request the Board of Supervisors to consider updating our hourly personnel billing rates and staff classifications to our proposed 2023 rates as shown in the attached table. Our rates were last revised and approved via motion by the Board on March 4, 2015.

Please let me know if you have any questions or if you would like to discuss this further.

Sincerely,



Juan R. Alvarez, President
Alvarez Engineers, Inc.

Sausalito Bay CDD			
Current 2015 Rates		Proposed 2023 Rates	
Principal	\$ 200.00	Principal	\$ 220.00
Chief Engineer			
Senior Engineer	\$ 170.00	Senior Engineer	\$ 185.00
Senior Project Engineer			
Project Manager	\$ 150.00	Engineer 2	\$ 160.00
Project Engineer	\$ 130.00	Engineer 1	\$ 140.00
		Electrical Engineer	\$ 135.00
Engineer	\$ 125.00	Engineer Intern	\$ 130.00
		Senior Designer	\$ 110.00
CADD	\$ 95.00	CADD/Computer Technician	\$ 100.00
		Senior Engineering Technician	\$ 95.00
Engineering Technician	\$ 85.00	Engineering Technician	\$ 90.00
Senior Administrative	\$ 80.00	Senior Administrative	\$ 95.00
Administrative	\$ 50.00	Administrative	\$ 60.00

Principal	Professional Engineer with 20+ years of post registration experience
Senior Engineer	Professional Engineer with 10+ years of post registration experience
Engineer 2	Professional Engineer with 5+ years of post registration experience
Engineer 1	Professional Engineer with 0+ years of post registration experience
Electrical Engineer	Electrical Engineer with 2+ years of post-graduate experience
Engineer Intern	Entry level with engineering degree; Engineering Intern License
Senior Designer	15+ years of design experience, non-registered
CADD/Computer Technician	Design and Drafting with 1+ year of experience
Senior Engineering Technician	5+ years of experience
Engineering Technician	Entry level, with 0-4 years of experience
Senior Administrative	Degreed executive assistant with 8+ years of experience
Administrative	Secretary / Clerical

Engineering Agreement

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

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

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

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

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

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

ARTICLE 1 SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 2 METHOD OF AUTHORIZATION

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

ARTICLE 3 COMPENSATION

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

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

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

ARTICLE 4 REIMBURSABLE EXPENSES

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

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

ARTICLE 5 SPECIAL CONSULTANTS

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

ARTICLE 6 ACCOUNTING RECORDS

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

ARTICLE 7 REUSE OF DOCUMENTS

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

ARTICLE 8 ESTIMATE OF COST

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

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

ARTICLE 9 INDEPENDENT CONTRACTOR

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

ARTICLE 10 INSURANCE

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

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

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

ARTICLE 11 CONTINGENT FEE

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

ARTICLE 12 AUDIT

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

ARTICLE 13 INDEMNIFICATION

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

ARTICLE 14 PUBLIC RECORDS

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

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

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

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

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

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

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession

of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

ARTICLE 15 EMPLOYMENT VERIFICATION

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

ARTICLE 16 CONTROLLING LAW

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

ARTICLE 17 WAIVER OF JURY TRIAL

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

MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

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

ARTICLE 19 AMENDMENT

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

ARTICLE 20 TERMINATION

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

ARTICLE 21 NOTICES

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

If to District Engineer:

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

If to District

Nancy Nguyen
Sausalito Bay Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a Copy to:

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

ARTICLE 22 RECOVERY OF COSTS AND FEES

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

ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

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

ARTICLE 24 SEVERABILITY

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

ARTICLE 25 E-VERIFY

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding

the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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


Sausalito Bay Community
Development District

Attest

Chairperson/Vice Chairperson

Witness

District Engineer

DocuSigned by:

91E21F8BCEDD4E0...

Juan R. Alvarez, P.E.

DocuSigned by:
Claudine Elie Harvey
E23FAD9E4AE043C...

Witness

Schedule “A”

Alvarez Engineers, Inc.

2023 Hourly Personnel Billing Rates

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

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

LAW OFFICES

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

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
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(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

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PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
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BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR.
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SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

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

January 30, 2023

VIA E-MAIL ONLY – nnguyen@sdsinc.org

Ms. Nancy Nguyen
District Manager
Special District Services, Inc.
8785 S.W. 165th Avenue, Suite 200
Miami, FL 33193

**Re: Adjustment to District Counsel Fee Structure
Sausalito Bay Community Development District
Our File: 531.03060**

Dear Ms. Nguyen:

This firm's current fee structure has been in place since 2017. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, April 1, 2023 as follows:

- Attorneys/Partners: \$275.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 20.7% increase since the year 2017 and we have not raised our fees during that time.

Ms. Nancy Nguyen
January 30, 2023
Page 2

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Scott C. Cochran
For the Firm

SCC/jmp