



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
&
PUBLIC HEARING
JUNE 19, 2017
6:30 P.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.fontainbleaulakescdd.org

305.777.0761 Telephone
877.SDS.4922 Toll Free
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AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Ramblas Clubhouse Conference Room
9960 N.W. 10th Terrace,
Miami, Florida 33172
REGULAR BOARD MEETING & PUBLIC HEARING
June 19, 2017
6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Appointment to Fill Vacancy – Seat No. 4
- E. Administer Oath of Office and Review New Board Member Duties and Responsibilities
- F. Election of Officers (as required)
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. April 17, 2017 Regular Board Meeting.....Page 2
- J. Public Hearing
 - 1. Proof of Publication.....Page 9
 - 2. Receive Public Comments on Fiscal Year 2017/2018 Final Budget
 - 3. Consider Resolution No. 2017-04 – Adopting a Fiscal Year 2017/2018 Final Budget.....Page 10
- K. Old Business
 - 1. Update Regarding Street Lighting Project (single light pole) – Arking Solutions/Las Ramblas
 - 2. Update Regarding Traffic Calming Devices – Las Ramblas
- L. New Business
 - 1. Qualified Elector (*Registered Voter*) Certification (259).....Page 17
 - 2. Consider Resolution No. 2017-05 – Adjusting Terms of Office.....Page 18
 - 3. Consider Resolution No. 2017-06 – Declaring Final Landowners’ Meeting.....Page 20
 - 4. Consider Resolution No. 2017-07 – Adopting a Fiscal Year 2017/2018 Meeting Schedule.....Page 26
 - 5. Consider Parking Enforcement Agreement – Public Safety International, Inc.....Page 28
- M. Administrative & Operational Matters
 - 1. Statement of Financial Interests-Disclosure – **2016 Form 1**, Filing Deadline: July 3, 2017
 - 2. Financial Risk Management Policy Review/Update – 2016/2017 Fiscal Year.....Page 42
 - 3. Staff Report as Required
- N. Board Member & Staff Closing Comments
- O. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

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

Before the undersigned authority personally appeared OCTELMA V. FERBEYRE, who on oath says that he or she is the VICE PRESIDENT, 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

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2016/2017 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

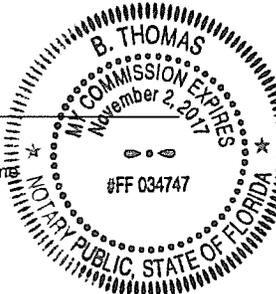
10/03/2016

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor 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.

Sworn to and subscribed before me this
3 day of OCTOBER A.D. 2016

(SEAL)

OCTELMA V. FERBEYRE personally known to me



FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2016/2017 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Fontainbleau Lakes Community Development 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 17, 2016
- October 31, 2016
- November 21, 2016
- December 19, 2016
- January 23, 2017
- February 20, 2017
- March 20, 2017
- April 17, 2017
- May 15, 2017
- June 19, 2017
- July 17, 2017
- September 18, 2017

The purpose of the meetings is to conduct any business coming 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 305-777-0761 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 Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that the Supervisors 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 305-777-0761 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

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16-31/0000156961M

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

A. CALL TO ORDER

District Manager Armando Silva called the April 17, 2017, Regular Board Meeting of the Fontainebleau Lakes Community Development District to order at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 3, 2016, as part of the District's Fiscal Year 2016/2017 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairman Timothy Toy, Vice Chairperson Yvette Sanchez-Bergamo and Supervisor Jacinto Rodriguez constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Managers Neil Kalin and Armando Silva of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present were: Nelida Otero, Miami, Florida; Ivonne Quintero, Miami, Florida; Maribeida Hernandez, Miami, Florida; Carolina Parada, Miami, Florida; Mayra De Torres, Miami, Florida; Uma Swamy, Miami, Florida.

NOTE: Agenda Items D, E, and F were deferred. (There was no person(s) for the Board to consider filling the current vacancy.)

D. CONSIDER APPOINTMENT TO FILL BOARD VACANCY

This item was deferred.

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

This item was deferred.

F. RE-ELECTION OF OFFICERS (AS REQUIRED)

This item was deferred.

G. ADDITIONS OR DELETIONS TO THE AGENDA

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

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. January 23, 2017, Public Hearing & Regular Board Meeting

The minutes of the January 23, 2017, Public Hearing & Regular Board Meeting were presented and the Board was asked if there were any changes/corrections. There being no changes, a **motion** was made by Mr. Rodriguez, seconded by Ms. Sanchez-Bergamo and passed unanimously approving the minutes of the January 23, 2017, Public Hearing & Regular Board Meeting, as presented.

J. OLD BUSINESS

1. Update Regarding Security Facilities' License Agreement (District & Single Family HOA)

Mr. Silva stated that Fontainbleau Lakes Community Development District (the "District") Counsel had revised the Security Facilities License Agreement (the "Agreement") according to the comments received from the Fontainebleau Lakes Single Family Homes West Homeowners' Association, Inc. ("Single Family Association") Counsel. A **motion** was made on November 21, 2016, by the District Board of Supervisors (the "Board") approving the Agreement so no further action from the Board is necessary.

2. Update Regarding Street Lighting Project (Single Light Pole) – Arking Solutions/Las Ramblas

Mr. Silva stated that Arking Solutions, Inc. ("Arking") had provided him with the results of the street lighting analysis that had been conducted in the area adjacent to 863 NW 97th Court. According to the photometric measures provided, Arking recommends that a thirty-eight (38) foot concrete light pole with a GSM-AM 400 lamp ("Street Lighting Improvements") be installed in the aforementioned area. Mr. Silva also stated that he was in possession of two proposals; one from Elcon Electric Incorporated and one from Hypower Electrical Services Group, which pertained to the installation of the Street Lighting Improvements. Both proposals were based off the specifications provided by Arking (Roadway Lighting & Photometric Plans and Lighting Design Plans) and reflected a total cost of \$9,470 and \$6,900, respectively. A discussion ensued after which;

A **motion** was made by Mr. Rodriguez, seconded by Ms. Sanchez-Bergamo and unanimously passed to engage Hypower Electrical Services Group for the installation of the Street Lighting Improvements within the area adjacent to 863 NW 97th Court (Las Ramblas Community) for an amount not to exceed \$8,000.

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
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APRIL 17, 2017

3. Update on Security Cameras – Las Ramblas and Las Sevillas

Mr. Silva advised that the installation of the security cameras in Las Ramblas had been completed on April 7, 2017. The installation of the security cameras in Las Sevillas has taken longer than expected because the contractor had to purchase additional electrical components in order to accommodate the wireless security camera system, which is expected to be fully installed by mid-next week. Ms. Mayra De Torres (a resident of Las Ramblas) asked if there is a possibility that residents could view a live-feed of the newly installed security cameras at the entrance to Las Ramblas. Mr. Silva stated that he would contact the IT Department in order to gather more information pertaining to Ms. De Torres's request.

4. Update Regarding Gate System – Las Ramblas and Las Sevillas

Mr. Silva advised that Automatic Gate Contractors, Inc. had completed the installation of the barrier arm gate system in Las Ramblas and had also repaired the swing gate system in Las Sevillas. The swing gate system in Las Sevillas will be turned on as soon as the installation of the security cameras has been finalized.

5. Update Regarding Las Sevillas Sanitary Sewer Lift Station

Mr. Kalin advised that District Staff was able to locate a submersible sewage pump (the "Pump") distributor by the name of Barney's Pumps, Inc. located in Coral Springs, Florida, who provided a quote for two (2) HOMA brand Pumps for a cost of \$22,150 (including installation, cleanup of the wet well and air freight from Germany to the United States). District Staff had originally received a quote from Pelco for the purchase and installation of two (2) Pumps for the Las Sevillas lift station for an approximate cost of \$57,000. As of March 27, 2017, both Pumps have been installed and the Las Sevillas lift station is up and running, as originally intended.

K. NEW BUSINESS

1. Consider Resolution No. 2017-02 – Adopting a Fiscal Year 2017/2018 Proposed Budget

Mr. Silva presented Resolution No. 2017-02, entitled:

RESOLUTION NO. 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017/2018; AND PROVIDING AN EFFECTIVE DATE.

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

Mr. Silva read the title into the record and advised that the proposed 2017/2018 fiscal year budget had been balanced with an estimated carryover of \$4,800 from the projected fund balance as of September 30, 2017. Mr. Silva reviewed the proposed budget line items and advised that since the overall proposed assessments were not increasing in the fiscal year 2017/2018, letters to residents would not be required. Mr. Silva stated as part of Resolution No. 2017-01, the Board must set a date for the public hearing to adopt the 2017/2018 fiscal year final budget and assessments. A discussion ensued after which;

A **motion** was made by Mr. Rodriguez, seconded by Ms. Sanchez-Bergamo and unanimously passed to approve and adopt Resolution No. 2017-02; *as presented*, setting the public hearing to adopt the 2017/2018 fiscal year final budget and assessments for June 19, 2017, at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172 and further authorizes publication of the budget public hearing, as required by law.

2. Consider Resolution No. 2017-03 – Authorizes Electronic Approvals and Check Signers

Mr. Silva presented Resolution No. 2017-03, entitled:

RESOLUTION NO. 2017-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva provided an explanation for the document and outlined that Special District Services, Inc. had reorganized officials within the firm. Consequently, check signers for the District's operating account would be changing and it would be in order to consider said changes. A discussion ensued after which:

A **motion** was made by Mr. Rodriguez, seconded by Ms. Sanchez-Bergamo and unanimously passed to approve and adopt Resolution No. 2017-03, as presented, thereby authorizing electronic approvals for expenditures and selecting Todd Wodraska, Jason Pierman, Patricia LasCasas, Lennart Lindahl, Armando Silva and Timothy Toy to serve as the signatories on the District's checking/operating account. Two (2) signatures will be

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

required on each check and checks will be released after electronic approvals have been provided by the Chairperson or the Vice Chairperson in the Chairperson's absence.

3. Staff Report, as Required

There was no Staff Report at this time.

L. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Replacement of Landscaping in the Medians/Islands Located on Tract R/S of the District (Las Sevillas)

Mr. Silva advised that the replacement of several plant species within the medians and islands within Tracts R and S of the District (Las Sevillas) is due to commence during the last week in April.

2. Discussion Regarding the Potential to Install a Concrete Island or Delineators around Concrete Light Pole in Las Sevillas (Located at NW 7th Street & NW 100th Avenue)

Mr. Silva stated that there was a concrete streetlight pole located within the intersection of NW 7th Street & NW 100th Avenue (Las Sevillas) that was out in the open and only had traffic markings indicating drivers to maneuver around it. As a result and in order to avoid any future mishaps, District Field Staff will be installing twenty-five (25) delineators (a.k.a. lane dividers or plastic candle sticks with reflective tape) for an approximate cost of \$1,300.

3. Discussion Regarding Board Member Contact Information

Mr. Silva reminded the Board Members to provide the District office with any changes in contact information, when applicable.

4. Discussion Regarding Statement of Financial Disclosure 2016 Form 1

The Board Members were reminded of the importance of completing and mailing to the Supervisor of Elections within the County of residency their individual 2016 Form 1 Statement of Financial Interests. He indicated that the 2016 Form 1 was expected to be mailed to the Board Members sometime in early May.

5. Staff Report, as Required

There was no Staff report at this time.

M. BOARD MEMBER & STAFF CLOSING COMMENTS

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

District resident, Ms. De Torres, had the following comments to bring to the attention of the District Board:

- Residents/Visitors continue to illegally park half of their vehicles within the grassed swale and the other half of their vehicles on the road within the Las Ramblas community. Mr. Kalin stated that the District had recently adopted Parking Rules and that District staff is awaiting a response from PSI Security & Investigations, Inc. (“PSI”) regarding the possibility of having PSI become the parking enforcement agency for the District. Once a parking enforcement agency has been engaged, then the District will engage a towing company to enforce the towing of vehicles from non-parking areas.
- Residents/Visitors continue to speed throughout the Las Ramblas community. Ms. De Torres stated that she has reached out to the Miami-Dade County Police Department (“Miami-Dade PD”) and they have indicated that they do not enforce traffic violations within the Las Ramblas community, as they believe it is a “private” community. Ms. De Torres recommended that District Staff look into installing more traffic calming devices within Las Ramblas. Mr. Kalin stated that the District is not a “private” community and that District Staff had previously met with the Miami-Dade PD regarding this issue and officers have been on site in the past enforcing traffic violations. Mr. Kalin requested that Ms. De Torres provide District Staff with the location of where she recommends additional traffic calming devices be installed so that District Staff can provide this information to the traffic engineer.
- Ms. De Torres advised that there was a neighbor who was spray painting his vehicle outside his home and paint had run off into the stormwater drainage system. Ms. De Torres notified the Miami-Dade PD regarding the incident and the Miami-Dade PD officer informed Ms. De Torres that they are unable to issue a citation because the stormwater management system is “private”. Mr. Kalin stated that he would have District Staff contact the Miami-Dade PD to clarify that the road right-of-ways and stormwater management system within the District is public.

The Board was advised that the next meeting would be held on June 19, 2017.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Toy, seconded by Mr. Rodriguez and passed unanimously to adjourn the Regular Board Meeting at 7:49 p.m.

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 17, 2017

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**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 19, 2017, 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 2017/2018 Proposed Final Budget. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District’s website or at the offices of the District Manager, 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014, 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 Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors 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 (305) 777-0761 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

PUBLISH: Miami Daily Business Review 05/30/17 & 06/06/17

RESOLUTION NO. 2017-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2017/2018 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 2017/2018 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:

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2017/2018 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. 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 19th day of June, 2017.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Fontainebleau Lakes
Community Development District

**Final Budget For
Fiscal Year 2017/2018
October 1, 2017 - September 30, 2018**

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- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

FINAL BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR 2017/2018 BUDGET
REVENUES	
Administrative Assessments	82,159
Maintenance Assessments	317,744
Debt Assessments	463,915
Other Revenues	0
Interest Income	420
TOTAL REVENUES	\$ 864,238
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Engineering/Annual Report/Inspections	6,600
Lake Tract Aquatic Maintenance (Includes Parcel 1)	12,600
Landscaping Service/Pest Control/Fertilizer	85,280
Mulch (Tree Rings & Shrubbery Beds)	8,400
Irrigation Systems Maintenance (North & South)	12,600
Tree & Shrubbery Replacement (North & South)	9,000
Community Lighting Upkeep (North & South)	15,600
FP&L - Power - Street Lighting (North & South)	36,000
FP&L - Power - Irrigation Pump Stations (N & S)	3,600
Park Maintenance - Upkeep	7,200
Roadways & Street Maintenance (North & South)	7,200
Fountain Maintenance (Tract A)	3,000
Misc. Electrical Improvements (North & South)	4,200
Entrance/Exit Gate Maintenance/Repairs (N & S)	9,000
Electrical Outlets Maintenance (North & South)	1,800
Traffic Calming Devices Maintenance	3,600
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	4,800
Hurricane Preparedness/Miscellaneous	9,000
Lift Station Maintenance (North & South)	36,000
Lift Stations Power - FPL (North & South)	7,800
Miscellaneous Improvements (North & South)	4,000
Maintenance Contingency	15,000
TOTAL MAINTENANCE EXPENDITURES	\$ 302,280
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	3,000
Payroll Taxes (Employer)	230
Management	25,644
Secretarial & Field Operations	5,600
Legal	14,000
Assessment Roll	10,000
Audit Fees	3,200
Arbitrage Rebate Fee	650
Insurance	7,200
Legal Advertisements	750
Miscellaneous	2,000
Postage	550
Office Supplies	850
Dues & Subscriptions	175
Trustee Fee	3,000
Continuing Disclosure Fee	500
Website Management	1,500
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 78,849
TOTAL EXPENDITURES	\$ 381,129
REVENUES LESS EXPENDITURES	\$ 483,109
Bond Payments	(436,080)
BALANCE	\$ 47,029
County Appraiser & Tax Collector Fee	(17,276)
Discounts For Early Payments	(34,553)
EXCESS/ (SHORTFALL)	\$ (4,800)
Carryover From Prior Year	4,800
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR 2015/2016 ACTUAL	FISCAL YEAR 2016/2017 BUDGET	FISCAL YEAR 2017/2018 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	60,365	62,950	82,159	Expenditures Less Interest & 25% Of Carryover/.94
Maintenance Assessments	253,700	246,962	317,744	Expenditures Less & 75% Of Carryover/.94
Debt Assessments	575,085	574,043	463,915	Bond Payments/.94
Other Revenues	3,672	0	0	
Interest Income	683	360	420	Interest Estimated At \$35 Per Month
TOTAL REVENUES	\$ 893,505	\$ 884,315	\$ 864,238	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Engineering/Annual Report/Inspections	3,015	3,000	6,600	\$3,600 Increase From 2016/2017 Budget
Lake Tract Aquatic Maintenance (Includes Parcel 1)	10,120	11,000	12,600	\$1,600 Increase From 2016/2017 Budget
Landscaping Service/Pest Control/Fertilizer	78,056	82,000	85,280	\$3,280 Increase From 2016/2017 Budget
Mulch (Tree Rings & Shrubbery Beds)	0	8,750	8,400	\$350 Decrease From 2016/2017 Budget
Irrigation Systems Maintenance (North & South)	6,571	14,000	12,600	\$1,400 Decrease From 2016/2017 Budget
Tree & Shrubbery Replacement (North & South)	9,397	7,200	9,000	\$1,800 Increase From 2016/2017 Budget
Community Lighting Upkeep (North & South)	7,187	15,000	15,600	\$600 Increase From 2016/2017 Budget
FP&L - Power - Street Lighting (North & South)	30,104	36,000	36,000	No Change From 2016/2017 Budget
FP&L - Power - Irrigation Pump Stations (N & S)	922	4,800	3,600	\$1,200 Decrease From 2016/2017 Budget
Park Maintenance - Upkeep	0	7,800	7,200	\$600 Decrease From 2016/2017 Budget
Roadways & Street Maintenance (North & South)	6,575	7,800	7,200	\$600 Decrease From 2016/2017 Budget
Fountain Maintenance (Tract A)	2,895	1,500	3,000	\$1,500 Increase From 2016/2017 Budget
Misc. Electrical Improvements (North & South)	0	7,500	4,200	\$3,300 Decrease From 2016/2017 Budget
Entrance/Exit Gate Maintenance/Repairs (N & S)	765	10,000	9,000	\$1,000 Decrease From 2016/2017 Budget
Engineering Traffic Study - Las Ramblas	6,495	0	0	Fiscal Year 2015/2016 Expenditure
Electrical Outlets Maintenance (North & South)	7,385	1,800	1,800	No Change From 2016/2017 Budget
Traffic Calming Devices Maintenance	5,085	3,000	3,600	\$600 Increase From 2016/2017 Budget
Miscellaneous Engineering Special Projects	0	6,000	0	Line Item Eliminated
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	0	4,800	4,800	No Change From 2016/2017 Budget
Hurricane Preparedness/Miscellaneous	13,350	7,200	9,000	\$1,800 Increase From 2016/2017 Budget
Lift Station Maintenance (North & South)	20,605	20,000	36,000	\$16,000 Increase From 2016/2017 Budget
Lift Stations Power - FPL (North & South)	0	0	7,800	Lift Stations Power - FPL (North & South)
Miscellaneous Improvements (North & South)	0	3,400	4,000	\$600 Increase From 2016/2017 Budget
Maintenance Contingency	3,788	22,095	15,000	\$7,095 Decrease From 2016/2017 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 212,315	\$ 284,645	\$ 302,280	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	2,100	3,000	3,000	Supervisor Fees
Payroll Taxes (Employer)	161	230	230	Supervisor Fees * 7.65%
Management	24,960	25,128	25,644	CPI Adjustment
Secretarial & Field Operations	5,200	5,200	5,600	\$400 Increase From 2016/2017 Budget
Legal	10,970	14,000	14,000	No Change From 2016/2017 Budget
Assessment Roll	10,000	10,000	10,000	As Per Contract
Audit Fees	3,000	3,100	3,200	Accepted Amount For 2016/2017 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2016/2017 Budget
Insurance	5,923	7,200	7,200	No Change From 2016/2017 Budget
Legal Advertisements	616	750	750	No Change From 2016/2017 Budget
Miscellaneous	1,926	1,200	2,000	\$800 Increase From 2016/2017 Budget
Postage	212	550	550	No Change From 2016/2017 Budget
Office Supplies	650	850	850	No Change From 2016/2017 Budget
Dues & Subscriptions	175	175	175	No Change From 2016/2017 Budget
Trustee Fee	3,000	3,000	3,000	No Change From 2016/2017 Budget
Continuing Disclosure Fee	500	500	500	No Change From 2016/2017 Budget
Website Management	1,500	1,500	1,500	No Change From 2016/2017 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 71,543	\$ 77,033	\$ 78,849	
TOTAL EXPENDITURES	\$ 283,858	\$ 361,678	\$ 381,129	
REVENUES LESS EXPENDITURES	\$ 609,647	\$ 522,637	\$ 483,109	
Bond Payments	(550,672)	(539,600)	(436,080)	2018 P & I Payments Less Earned Interest
BALANCE	\$ 58,975	\$ (16,963)	\$ 47,029	
County Appraiser & Tax Collector Fee	(8,601)	(17,679)	(17,276)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(29,018)	(35,358)	(34,553)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 21,356	\$ (70,000)	\$ (4,800)	
Carryover From Prior Year	0	70,000	4,800	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 21,356	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR 2015/2016 ACTUAL	FISCAL YEAR 2016/2017 BUDGET	FISCAL YEAR 2017/2018 BUDGET	COMMENTS
REVENUES				
Interest Income	84	100	0	Projected Interest For 2017/2018
NAV Tax Collection	550,672	539,600	436,080	Maximum Debt Service Collection
Total Revenues	\$ 550,756	\$ 539,700	\$ 436,080	
EXPENDITURES				
Principal Payments	140,000	150,000	215,000	Principal Payment Due In 2018
Interest Payments	402,600	389,700	215,669	Interest Payments Due In 2018
Bond Redemption	0	0	5,411	Estimated Excess Debt Collections
Total Expenditures	\$ 542,600	\$ 539,700	\$ 436,080	
Excess/ (Shortfall)	\$ 8,156	\$ -	\$ -	

Series 2016 Bond Refunding Information

Original Par Amount =
Interest Rate =
Issue Date =
Maturity Date =

\$6,430,000
2.00% - 4.125%
October 2016
May 2038

Annual Principal Payments Due =
Annual Interest Payments Due =

May 1st
May 1st & November 1st

Fontainebleau Lakes Community Development District Assessment Comparison

	Fiscal Year 2014/2015 Assessment Before Discount*	Fiscal Year 2015/2016 Assessment Before Discount*	Fiscal Year 2016/2017 Assessment Before Discount*	Fiscal Year 2017/2018 Projected Assessment Before Discount*
Administrative Assessment For Single Family	\$ 160.97	\$ 142.01	\$ 155.43	\$ 202.86
Maintenance Assessment For Single Family	\$ 491.07	\$ 624.25	\$ 610.60	\$ 784.55
<u>Debt Assessment For Single Family</u>	<u>\$ 1,518.08</u>	<u>\$ 1,518.08</u>	<u>\$ 1,518.08</u>	<u>\$ 1,224.05</u>
Total	\$ 2,170.12	\$ 2,284.34	\$ 2,284.11	\$ 2,211.46
Administrative Assessment For Townhomes	\$ 160.97	\$ 142.01	\$ 155.43	\$ 202.86
Maintenance Assessment For Townhomes	\$ 491.07	\$ 624.25	\$ 610.60	\$ 784.55
<u>Debt Assessment For Townhomes</u>	<u>\$ 1,319.14</u>	<u>\$ 1,319.14</u>	<u>\$ 1,319.14</u>	<u>\$ 1,064.39</u>
Total	\$ 1,971.18	\$ 2,085.40	\$ 2,085.17	\$ 2,051.80
Administrative Assessment For Courtyards	\$ 160.97	\$ 142.01	\$ 155.43	\$ 202.86
Maintenance Assessment For Courtyards	\$ 491.07	\$ 632.90	\$ 607.22	\$ 784.55
<u>Debt Assessment For Courtyards</u>	<u>\$ 1,187.23</u>	<u>\$ 1,187.23</u>	<u>\$ 1,187.23</u>	<u>\$ 957.95</u>
Total	\$ 1,839.27	\$ 1,962.14	\$ 1,949.88	\$ 1,945.36

* Assessments Include the Following :

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

Community Information:

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



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY: 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Christina White, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that **Fontainebleau Lakes Community Development District**, as described in the attached **MAP**, has **259** voters.

A handwritten signature in black ink, appearing to be "Christina White", written above a horizontal line.

Handwritten initials in black ink, possibly "CW", written to the left of the printed name.

Christina White
Supervisor of Elections

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 16th DAY OF
MAY, 2017

Please submit a check for \$ 50.00 to our office payable to "Miami-Dade County" for the cost of certifying the number of registered voters.

RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT ADJUSTING THE TERMS OF OFFICE OF THE MEMBERS OF THE BOARD OF SUPERVISORS IN ACCORDANCE WITH SECTION 190.006(3)(a)2c, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 190.006(3)(a)2c, Florida Statutes, requires that all elections of qualified electors of a community development district be held at a general election in November and authorizes the district’s board of supervisors to adopt a resolution extending or reducing the terms of board members in order to implement this requirement; and

WHEREAS, the Fontainbleau Lakes Community Development District (the “District”) was established by Miami-Dade County Ordinance #06-135, effective on October 6, 2006; and

WHEREAS, the District has qualified pursuant to Section 190.006(3)(a)2b, Florida Statutes, to have one (1) or more of the members of its Board of Supervisors (the “Board”) elected by qualified electors of the District; and

WHEREAS, the terms of the current members of the Board expire in an odd-numbered year; and

WHEREAS, in order to comply with Section 190.006(3)(a)2c, Florida Statutes, it is necessary that the terms of Board members be extended or reduced so that their terms expire in an even-numbered year;

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

Section 1. The above recitals are hereby ratified and confirmed as true and correct.

Section 2. Pursuant to Section 190.006(3)(a)2c, Florida Statutes, the Board hereby adjusts the terms of the members of the Board as follows:

- (i) The terms of office of Board members who occupy or are assigned Board Seats Number One (1) and Two (2), which are currently scheduled to expire in 2019, are hereby extended so that their terms of office will expire in November, 2020.

(ii) The terms of office of Board members who occupy or are assigned Board Seats Number Three (3) and Four (4), which are currently scheduled to expire in 2017, are hereby extended so that their terms of office will expire in November, 2018.

(iii) The term of office of the Board member who occupies or is assigned Board Seat Number Five (5) commencing with the final landowners' election in November 2017, which term of office would have otherwise expired in 2021, is hereby reduced so that his/her term of office will expire in November, 2020.

Section 3. The District Manager is hereby directed to furnish a copy of this Resolution to the Supervisor of Elections of Miami-Dade County, Florida, and to take all actions necessary and proper to implement the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND BECOMES EFFECTIVE this 19th day of June, 2017.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR A FINAL LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fontainbleau Lakes Community Development District (the "District") was established by Ordinance #06-135 of the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as outlined in Chapter 190, Section 190.006(2)(b), *Florida Statutes*, a landowners' election shall be announced at a public meeting of the Board of Supervisors (the "Board") at least ninety (90) days prior to the date of the landowners' meeting, which meeting shall be for the purpose of electing one (1) supervisor; and

WHEREAS, at such meeting, each landowner shall be entitled to cast one (1) vote per acre (or fraction thereof) or one (1) vote for each platted lot of land owned and located within the District for each person to be elected; and

WHEREAS, the candidate receiving the highest number of votes shall serve for a four (4) year term of office, reduced to a three (3) year term pursuant to adopted Resolution 2017-05; and

WHEREAS, a Notice of the Landowners' Meeting shall be published once a week for two consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

WHEREAS, attached hereto as Exhibit "A" and made a part hereof are (i) instructions (Election Procedures) on how all landowners may participate in the election, (ii) sample proxy that may be utilized by the landowners at such meeting; and (iii) a sample ballot form for information purposes.

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

Section 1. The above recitals are hereby adopted.

Section 2. The Landowners' Meeting will be held on November 20, 2017 at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 N.W. 10th Terrace, Miami, Florida 33172.

Section 3. The instructions, the form of sample proxy and sample ballot attached hereto as Exhibit "A" are hereby acknowledged and approved.

Section 4. A Notice of Landowners' Meeting shall be published as prescribed by law.

PASSED, ADOPTED and EFFECTIVE this 19th day of June, 2017.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson



SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two (2) years during the month of November for the purpose of electing Supervisors. The second election by Landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two (2) years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one (1) vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three (3) positions open, an owner of one (1) acre or less (or one lot parcel) may cast one (1) vote for each of the three (3) positions. An owner of two (2) acres (or two lot parcels) may cast two (2) votes for each of the three (3) positions. Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being sub-mitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

Corporate Office

The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410
Direct: 561.630.4922

Contact Information

Toll Free: 877.737.4922
Fax: 561.630.4923
Web: www.sdsinc.org

Miami Branch

Crexent Business Center
6625 Miami Lakes Drive, Ste. 374
Miami Lakes, FL 33014
Direct: 305.777.0761

-
- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
 - c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two (2) candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

*At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two {2} supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

LANDOWNER PROXY

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FINAL LANDOWNERS' MEETING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Fontainbleau Lakes Community Development District** to be held on November 20, 2017 at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 N.W. 10th Terrace, Miami, Florida 33172 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description*

of Acres/Units/lots

* Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

SAMPLE BALLOT

BALLOT # _____

**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FINAL LANDOWNERS' MEETING
ELECTION OF BOARD SUPERVISORS**

NOVEMBER 20, 2017

The undersigned certifies that he/she is the owner (____) or duly authorized **representative of lawful proxy of an owner** (____) of land (real property) within the **Fontainbleau Lakes Community Development District**, constituting acre(s)/unit(s)/lot(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open Board position(s):

Name of Candidate

Number of Votes

{ The candidate receiving the highest number of votes shall serve for a four (4) year term of office, reduced to a three (3) year term pursuant to adopted Resolution 2017-05 }

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

RESOLUTION NO. 2017-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2017/2018 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 2017/2018; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2017/2018 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 2016/2017 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 19th day of June, 2017.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 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 16, 2017
November 20, 2017
November 27, 2017
January 22, 2018
February 19, 2018
March 19, 2018
April 16, 2018
May 21, 2018
June 18, 2018
September 17, 2018**

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 305-777-0761 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 305-777-0761 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 DAILY BUSINESS REVIEW 00/00/17

AGREEMENT FOR PARKING ENFORCEMENT

BETWEEN

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

AND

PUBLIC SAFETY INTERNANTIONAL, INC.

THIS IS AN AGREEMENT, dated this _____ day of _____, 2017 by and between:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, with its business address at Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, FL 33014 (hereinafter the "District")

and

PUBLIC SAFETY INTERNATIONAL, INC., a Florida Profit Corporation, with its principal mailing address at 12930 S.W. 128th Street, Suite 104, Miami, Florida 33186 (hereinafter "PSI").

WITNESSETH:

WHEREAS, pursuant to its authority under Chapter 190, Florida Statutes, and other provisions of applicable law, the District has adopted rules prohibiting the parking of vehicles on District streets, roadways, rights-of-way and other District property ("Rules"), a copy of which Rules are attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the District desires to engage the services of a company to provide certain services in connection with the towing and removal of vehicles parked on District property in violation of the Rules; and

WHEREAS, the District desires to implement a procedure in accordance with Florida law and the applicable ordinances of Miami-Dade County and to enter into a parking enforcement agreement authorizing an on-site representative to act on its behalf relating to the towing or removal of vehicles from the District's property; and

WHEREAS, PSI desires to provide on-site representatives in accordance with applicable ordinances of Miami-Dade County so that the contracted towing agency may remove vehicles from the premises in accordance with Florida law and the applicable ordinances of Miami-Dade County; and

WHEREAS, at its meeting of _____, 2017, the District Board of Supervisors authorized the approval of an agreement for the services between the District and PSI. Said approval, in the form of the minutes of the meeting of _____, 2017, is attached hereto as **Exhibit “B”**.

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

ARTICLE 1

RECITALS

Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2

SCOPE OF WORK

2.1 **Services to be Performed.** PSI is hereby engaged to perform the following described services on District property. The attached **Exhibit “C”** designates the areas within District property where vehicular parking is prohibited. Any change or amendment to such designated areas shall be provided in writing by the District Manager to PSI, in accordance with the Notice requirements of Article 8.12 hereof. PSI shall serve as the District’s duly authorized agent and representative to act on behalf of the District in complying with the requirements of Chapter 30, Article III, Sections 30-461, 30-468, 30-473-475 of the Miami-Dade County, Florida, Code of Ordinances (collectively, the “Code”) and Section 715.07, Florida Statutes (“Services”). PSI shall at all times comply with the requirements of the foregoing provisions of the Code and Florida law imposed upon property owners authorizing the towing of vehicles from their properties, including, but not limited to, the posting of notices and signage in compliance with the Code and Florida law, proper authorization for removal of vehicles, and the maintenance of a required manifest or trip record. PSI shall take all steps necessary to comply with all requirements of Section 30-475 of the Code setting forth the circumstances under which a property owner or authorized representative does not incur liability for the costs of recovery, towing or removal or storage of vehicles.

PSI will initially patrol the District property a minimum of three (3) days a week or twelve (12) visits per month, to monitor compliance with the District’s Rules. The District Manager may require increases or adjustments in the patrol services provided by PSI in his or her reasonable

discretion. PSI will provide an on-site representative to monitor, sticker and authorize towing and removal of vehicles located within the District which are improperly parked in violation of the District's Rules. In addition to authorization of towing of vehicles in violation of the Rules, PSI will execute the tow manifest for each vehicle towed. Pictures will be taken along with the reason for the tow, time of the tow and other information reasonably required by law. Such information shall be provided electronically to the District Manager as soon as practicable after each authorized towing.

2.2 Supplies and Labor. PSI shall furnish all of the materials, tools, supplies, and labor necessary to perform the Services described in this Agreement. PSI has inspected the roads, rights-of-way, and property of the District where the Services are to be performed and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site and any other conditions surrounding and affecting the Services to be performed under this Agreement.

2.3 Expertise. PSI hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with PSI, that it has the professional expertise, experience and manpower to perform the Services to be provided pursuant to the terms of this Agreement.

2.4 Licensing. PSI and all of its personnel shall maintain at all times during the term of this Agreement all state and local licensing as required by law to provide the Services to District as a duly authorized agent and representative as required pursuant to the Miami-Dade Code of Ordinances. PSI shall also be licensed to do business in Miami-Dade County. Proof of such licenses shall be submitted to the District Manager for verification prior to the approval of this Agreement.

2.5 Performance. PSI assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with recognized industry standards within Miami-Dade County, Florida.

2.6 Complaints. PSI hereby agrees that any complaints received by District concerning the performance of PSI's duties under this Agreement and otherwise shall be referred to the District Manager of the District. The failure of PSI to follow any subsequent reasonable instruction of the District Manager regarding any complaint will be considered a material breach of this Agreement, and shall be cause for termination thereof.

ARTICLE 3

TERM

3.1 This Agreement shall take effect as of the date the Agreement has been executed by both parties and shall have a term of one (1) year from that date. This Agreement may be renewed for

additional one (1) year terms upon mutual agreement of the parties.

3.2 The District may terminate this Agreement for convenience (with or without cause) at anytime and at its discretion upon providing thirty (30) days written notice of its intent to terminate to PSI. PSI may terminate this Agreement for convenience (with or without cause) and at its discretion upon providing the District with at least thirty (30) days notice of its intent to terminate to the District.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The District shall pay PSI for the satisfactory performance of the Services under this Agreement the monthly sum of _____ (\$____.00) Dollars inclusive of all labor, supplies, incidentals, taxes, and license fees. Invoices will be issued for the preceding month at the beginning of each ensuing month. The District shall pay each invoice within thirty (30) days.

4.2 Notwithstanding the foregoing provision, PSI has agreed to perform the Services under this Agreement at no cost to the District for _____ (__) days after the effective date of this Agreement.

ARTICLE 5

PROTECTION OF PROPERTY

At all times during the performance of this Agreement, PSI shall protect the District's property interests and those private and public properties throughout the District in connection with the performance of Services. PSI shall make redress for any such damage, injury or loss.

ARTICLE 6

INDEMNIFICATION; RESPONSIBILITIES

6.1 PSI agrees to indemnify, defend and hold harmless the District, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the District or its elected officers, agents, servants or employees arising out of, or by reason of, or relating to this Agreement or resulting from PSI's negligent acts, errors, or omissions or willful or intentional acts.

6.2 PSI agrees that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged by it, is the specific consideration for such indemnities under this Article 6.

Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the Term of this Agreement and continue in full force and effect as to PSI's responsibility to indemnify.

6.3 The District shall not be responsible or liable in any manner whatsoever for either the collection or payment of any charges for services rendered, including towing and storage of vehicles.

6.4. Nothing herein shall be construed as a waiver by the District of the protections, immunities and limitations of liability provided in Section 768.28 Florida Statutes.

ARTICLE 7

INSURANCE

7.1 During the term of this Agreement, PSI shall have in effect insurance with those limits specified in this Article. Copies of said insurance policy or certificate of insurance must be furnished to District Manager immediately after approval of this Agreement by the District Board of Supervisors. District may request proof of insurance or the name and phone number of insurer at any time during the term of the Agreement, and PSI shall respond with said proof of insurance within five (5) days of the request. Failure to provide the proof of insurance required in this section or the name and phone number of insurer as requested shall constitute grounds for termination of this Agreement by District.

7.2 PSI, at its own cost and expense, shall keep in force at all times, and shall maintain the following during the terms of this Agreement:

7.2.1 Comprehensive General Liability Insurance with minimum limits of coverage of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000) Dollars aggregate covering the District and operations, including coverage for Products and completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Personal injury, with all Care, Custody and Control exclusions deleted, covering all claims for bodily injury, including death, property damage, and personal injury, including claims for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of right of private occupancy.

7.2.2 Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof in the minimum amount of One Million (\$1,000,000.00) Dollars.

7.2.3 Workers' Compensation Insurance as required by Florida Statutes.

7.3 PSI shall provide the District with Certificate(s) of Insurance on all policies of insurance

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and renewals thereof in a form acceptable to the District. Each policy shall provide that District is an additional named insured, and that the District shall be notified by the insurer in writing of any cancellation at least thirty (30) days prior to the effective date of cancellation.

ARTICLE 8

MISCELLANEOUS

8.1 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that PSI 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. PSI shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. PSI 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 Services. This Agreement shall not be construed as creating any joint employment relationship between PSI and the District and the District will not be liable for any obligation incurred by PSI, including but not limited to unpaid minimum wages and/or overtime premiums.

8.2 Compliance with Laws. PSI shall comply with all federal, state, and local laws, ordinances, rules and regulations of any governmental agency having jurisdiction in the premises, including but not limited to, licensing and minimum safety requirements and those laws, ordinances, rules and regulations governing the recovery, towing, and storage of vehicles.

8.3 Ethics and Conduct. PSI hereby agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. As it is recognized by both parties that this Agreement is sensitive in nature and requires PSI and its personnel and employees to work with the public on a daily basis, PSI is required to extend common courtesies in a manner reflective of the proper representation of the District as a governmental entity.

8.4 Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against PSI.

8.5 Ambiguities. 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.

8.6 Governing Law and Venue. This Agreement shall be governed by the laws of the State of

Florida with venue for purposes of any litigation arising out of this Agreement lying in Miami-Dade County, Florida.

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

8.8 Attorney's Fees. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

8.10 Waiver. It is understood and agreed that the approval, or acceptance of any part of the Services hereunder by either party as in compliance with terms of this Agreement, shall not operate as a waiver by said party of the strict compliance with any other terms and conditions of the Agreement. Failure to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

8.11 Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party.

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

DISTRICT: **Fontainebleau Lakes Community Development District**
6625 Miami Lakes Drive, Suite 374
Miami Lakes, Florida 33014
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor

515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

PSI: **Public Safety International, Inc.**
D/B/A PSI Security and Investigations
12930 S.W. 128th Street, Suite 104
Miami, Florida 33186
Attention: Carlos Hernandez

8.13 Records. PSI shall keep books and records pertaining to the performance of this Agreement. Such books and records will be available at all reasonable times for examination and audit by the District and shall be kept for a period of three (3) years after the expiration or earlier termination of this Agreement. PSI shall make all such records relating to the performance of Services under this Agreement available for inspection upon the reasonable request of District. In addition, PSI shall provide to the District Manager bi-weekly reports of vehicles towed at its request on behalf of the District. The written reports will be designed and supplied by the District Manager and the following information shall be provided thereon:

1. Name of owner and driver of vehicle;
2. Model and make of vehicle;
3. License plate number;
4. Vehicle identification number;
5. Time, date and location of tow;
6. Circumstances requiring tow;
7. Whether or not a "HOLD" was placed on the vehicle any law enforcement agency, if known;
8. Time of arrival of tow company to the scene;
9. Storage facility where vehicle is stored; and
10. Date, time and name of employee of tow company towing the vehicle.

In addition to the above referenced provisions, the following minimum statutory requirements shall apply:

a. PSI shall keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services provided in this Agreement.

b. PSI shall provide the public with access to public records on the same terms and conditions that the District would provide the record and any cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. PSI shall insure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. PSI shall meet all requirements for maintaining public records and transfer, at no cost, to the District all public records in possession of PSI upon termination of this Agreement and shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the District in a format that is compatible with the information technology systems of the District.

e. If PSI does not comply with a public records request, such failure to comply shall be considered a default under the terms of this Agreement and applicable law, and the District shall enforce the Agreement accordingly.

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SIGNATURES ON FOLLOWING PAGES

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

Attest:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

_____ day of _____, 2017

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chairperson/Vice-Chairperson of the Board of Supervisors for **FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name
Commission Expires: _____

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**PUBLIC SAFETY INTERNATIONAL, INC.,
a Florida Profit Corporation**

WITNESSES:

Print Name

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA }
 }ss
COUNTY OF MIAMI-DADE }

By: _____
Print: _____
Title: _____

_____ day of _____, 2017

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **PUBLIC SAFETY INTERNATIONAL, INC.** a Florida Profit Corporation. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name

Commission Expires: _____

EXHIBIT “A”

District Rules

DRAFT

EXHIBIT “B”

Minutes of Meeting

DRAFT

EXHIBIT "C"

Prohibited Parking Areas

DRAFT

FINANCIAL RISK MANAGEMENT POLICY

(Fiscal Year 2016/2017)

Special District Services, Inc. (“SDS, Inc.”), acting in the capacity of District Manager, as part of good management practices and to satisfy annual audit requirements does implement certain measures and procedures to identify and mitigate financial mismanagement/fraud risks, as follows:

a. Each month the District’s operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and

b. Each expenditure from the District’s operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure; and

c. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and

d. A designated member of the Board (by an electronic approval procedure) has an opportunity to review the District’s expenditure(s) prior to the payment(s) being released; and

e. The District engages an independent firm, pursuant to Chapter 218.391, Florida Statutes, to audit the prior year’s financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and

f. Within sixty (60) days of the end of each fiscal year (September 30th) the District’s Board of Supervisors reviews, pursuant to Chapter 189.418(5), Florida Statutes, the prior year’s budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.
