



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MAY 16, 2022
6:30 P.M.**

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

www.fontainbleaulakescdd.org

786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Ramblas Clubhouse Conference Room
9960 NW 10th Terrace
Miami, Florida 33172
REGULAR BOARD MEETING
May 16, 2022
6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. April 18, 2022 Regular Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Update Regarding Restrictive Covenant – Greenspace Area in Southwest Quadrant of CDD
 - 2. Update Regarding Playground Project Status – KaBOOM!
 - 3. Update Regarding FPL Open-Space Lighting Project
- H. New Business
 - 1. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Budget.....Page 6
 - 2. Consider License Agreement (Security Facilities) – Fontainbleau Lakes Courtyards West Condominium Association.....Page 15
- I. Administrative & Operational Matter
- J. Board Members & Staff Closing Comments
- K. 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 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

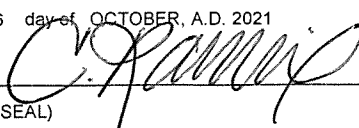
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT
DISTRICT - FISCAL YEAR 2021/2022 REGULAR MEETING
SCHEDULE

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

10/06/2021

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
6 day of OCTOBER, A.D. 2021


(SEAL)
GUILLERMO GARCIA personally known to me



FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

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

October 18, 2021
November 15, 2021
February 21, 2022
March 21, 2022
April 18, 2022
May 16, 2022
June 20, 2022
September 19, 2022

The purpose of the meetings is to conduct any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

www.fontainebleaulakescdd.org
10/6

21-04/0000554828M

**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 18, 2022**

A. CALL TO ORDER

District Manager Armando Silva called the April 18, 2022, Regular Board Meeting of the Fontainebleau Lakes Community Development District (the “District”) to order at 6:37 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 6, 2021, as legally required.

C. ESTABLISH A QUORUM

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

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

Others in attendance: Alfred Pena, Miami, FL; Javier Tome, Miami, FL; Miguel Garcia, Miami, FL; Marko Lompar, Miami, FL; Edith Rodriguez, Miami, FL; Carolina Velasquez, Miami, FL; Yaneth Urdaneta, Miami, FL; Jose Manchego, Miami, FL; Andrea Cemino, Miami, FL; Jose Velasquez, Miami, FL; Isabel Hernandez, Miami, FL; Luis F. Arbelaez, Miami, FL.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Silva requested to have the following items added to the agenda:

- New Business: Discussion Regarding Lake Maintenance
- New Business: Discussion Regarding Additional Overflow Parking (Las Ramblas)

The Board acknowledged Mr. Silva’s request.

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

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

F. APPROVAL OF MINUTES

1. February 21, 2021, Regular Board Meeting

Mr. Silva presented the minutes of the February 21, 2021, Regular Board Meeting.

There being no changes or corrections, a **motion** was made by Mr. Toy, seconded by Mr. Jovanovic and passed unanimously approving the minutes of the February 21, 2022, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update Regarding Restrictive Covenant – Greenspace Area in Southwest Quadrant of CDD

Mr. Silva stated that he has reached out to Ms. Sandra Rezola from Miami-Dade County Division of Environmental Resources Management (DERM) regarding the inquiries the Board had pertaining to the Declaration of Restrictive Covenant for the Open Space Area. Ms. Rezola has informed Mr. Silva that she will be obtaining responses regarding the inquiries by next week. Mr. Silva informed the Board that he will be emailing the response to the Board once obtained.

H. NEW BUSINESS

1. Discussion Items Requested by Fontainebleau Lakes Courtyards West Condo Association (Las Sevilas)

- **Grant of Easement – Fontainebleau West – Tract S – Roadway Ownership**

Mr. Silva informed the Board that the District owns the improvements within Tract S of the Fontainebleau West plat (Las Sevilas) and was granted an easement for that purpose. Miami-Dade County's Property Appraisers site currently show the tract as being owned by the Fontainebleau Lakes Courtyards West Condo Association ("COA") because the condo buildings and some private infrastructure fall within that tract.

- **FPL Open Space Lighting Project**

Mr. Silva informed the Board that he had received a correspondence from FPL stating that the lighting improvements project for the open-space tracts was not going to be possible because FPL maintenance vehicles would cannot access the open-space tracts through the pedestrian pathways. A discussion ensued after which the Board directed Mr. Silva to inquire with FPL regarding the access way requirements for the maintenance vehicles. Mr. Silva acknowledged the request.

- **Bench Installation**

Mr. Silva stated that he was awaiting the arrival of the order so that an estimated installation date could be provided.

- **Bike Racks Installation**

Mr. Silva stated that he was awaiting the arrival of the order so that an estimated installation date could be provided.

- **Gate Maintenance Agreement**

Mr. Silva stated that the COA is requesting to enter into a Gate Maintenance Agreement with the District where the District would pay for gate related expenses in the amount of \$500 and up. This

Gate Maintenance Agreement would be similar to the one currently in place with the Las Ramblas Association. A discussion ensued after which the Board directed Mr. Cochran to provide a draft Gate Maintenance Agreement for the next meeting.

- **Virtual Guard Gate System**

Mr. Silva provided the Board with a proposal from Regions Security in the amount of \$56,400 for the installation of a Virtual Guard Gate System that would service the Las Sevillas community. A discussion ensued after which the Board consensus was to add this to the budget under the Security Services line item for Las Sevillas (Courtyard Units).

- **Exercise Stations in Open Space Tracts**

Mr. Silva stated that he would look into the costs of purchasing and installing exercise stations throughout the open-space tracts.

- **Playground Project Status – KaBOOM!**

Mr. Silva stated that a KaBOOM representative informed him that there is a possibility that the District will receive funding towards the end of the year for the purchase and installation of a playground in Las Sevillas. More information regarding this matter will be provided.

2. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Annual Budget

This item was tabled to the next meeting.

3. ADD-ON: Discussion Regarding Lake Maintenance

Mr. Silva informed the Board that he has received several complaints from the Las Ramblas residents pertaining to the maintenance of the lake. Mr. Silva stated that he has sent in another service request to the aquatic maintenance contractor so that they could assist with this concern.

4. ADD-ON: Discussion Regarding Additional Overflow Parking

Mr. Silva stated that some members of the Board have asked him to look into the costs associated with installing overflow parking within the Las Ramblas community. Several residents who live towards the southwestern most portion of the Las Ramblas community stated that they do not want any overflow parking installed within the area by where they live within the cul-de-sac. A discussion ensued after which the Board consensus was to not have any overflow parking installed in the southwestern most portion of the Las Ramblas community.

***Note:** at approximately 8:45 p.m., Mr. Tim Toy excused himself from the meeting.*

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding General Election Qualifying Period

Mr. Silva advised the Board that the two (2) seats whose terms are expiring in November 2022 are Seat #3 (Luis Gonzalez) and Seat #4 (Humberto Jovanovic). Mr. Silva further explained that the qualifying period to run for the District election on the general election ballot would be from noon on June 13, 2022, through noon on June 17, 2022.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Since Chairperson Luis Gonzalez was not in attendance and Vice Chairperson Tim Toy had excused himself from the meeting, Mr. Silva recommended that the Board elect a Chairperson for the purpose of executing District documents. A discussion ensued after which: A **motion** was made by Mr. Jovanovic, seconded by Ms. De Torres and unanimously passed appointing Edward Aparicio as Chairperson for today's meeting for the purpose of executing District documents required for recordkeeping purposes.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. De Torres, seconded by Mr. Aparicio and passed unanimously to adjourn the Regular Board Meeting at 9:12 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2022-01

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 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2022/2023 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for _____, 2022 at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172, for the purpose of receiving public comments on the Proposed Fiscal Year 2022/2023 Budget.

PASSED, ADOPTED and EFFECTIVE this 16th day of May, 2022.

ATTEST:

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

Fontainebleau Lakes Community Development District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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- V DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- VI ASSESSMENT COMPARISON**

PROPOSED BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
Administrative Assessments	90,194
Maintenance Assessments	350,000
Security Assessments	125,532
Debt Assessments	463,915
Other Revenues	0
Interest Income	180
TOTAL REVENUES	\$ 1,029,821
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	3,000
Payroll Taxes (Employer)	230
Management	30,012
Secretarial & Field Operations	6,300
Legal	12,500
Assessment Roll	10,000
Audit Fees	3,200
Arbitrage Rebate Fee	650
Insurance	9,145
Legal Advertisements	800
Miscellaneous	2,200
Postage	600
Office Supplies	800
Dues & Subscriptions	175
Trustee Fee	3,250
Continuing Disclosure Fee	350
Website Management	1,750
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 84,962
TOTAL MAINTENANCE EXPENDITURES	\$ 358,000
TOTAL SECURITY EXPENDITURES	\$ 118,000
TOTAL EXPENDITURES	\$ 560,962
REVENUES LESS EXPENDITURES	\$ 468,859
Bond Payments	(436,080)
BALANCE	\$ 32,779
County Appraiser & Tax Collector Fee	(20,593)
Discounts For Early Payments	(41,186)
EXCESS/ (SHORTFALL)	\$ (29,000)
Carryover From Prior Year	29,000
NET EXCESS/ (SHORTFALL)	\$ -

PROPOSED MAINTENANCE & SECURITY BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR
	2022/2023
EXPENDITURES	BUDGET
MAINTENANCE EXPENDITURES	
Engineering/Annual Report/Inspections	8,000
Lake Tract Aquatic Maintenance (Includes Parcel 1)	14,000
Landscaping Service/Pest Control/Fertilizer	110,000
Mulch (Tree Rings & Shrubbery Beds)	10,000
Irrigation Systems Maintenance (North & South)	10,000
Tree & Shrubbery Replacement (North & South)	25,000
Community Lighting Upkeep (North & South)	15,000
FP&L - Power - Street Lighting (North & South)	27,000
FP&L - Power - Irrigation Pump Stations (N & S)	3,000
FP&L - Power - Lift Stations (North & South)	5,000
Park Maintenance - Upkeep	0
Roadways & Street Maintenance (North & South)	35,000
Fountain Maintenance (Tract A)	3,000
Misc. Electrical Improvements (North & South)	0
Entrance/Exit Gate Maintenance/Repairs (N & S)	10,000
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	0
Hurricane Preparedness/Miscellaneous	25,000
Lift Station Maintenance (North & South)	25,000
Miscellaneous Improvements (North & South)	32,000
Dumpster Rental	1,000
Maintenance Contingency	0
TOTAL MAINTENANCE EXPENDITURES	\$ 358,000
SECURITY EXPENDITURES	
Security - Las Ramblas	0
Security - Las Sevillas	118,000
TOTAL SECURITY EXPENDITURES	\$ 118,000

DETAILED PROPOSED BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	89,329	87,455	90,194	Expenditures Less Interest/.94
Maintenance Assessments	352,925	352,925	350,000	Expenditures Less Carryover/.94
Security Assessments	0	0	125,532	Expenditures/.94
Debt Assessments	463,915	463,915	463,915	Bond Payments/.94
Other Revenues	2,900	0	0	
Interest Income	1,028	720	180	Interest Estimated At \$10 Per Month
TOTAL REVENUES	\$ 910,097	\$ 905,015	\$ 1,029,821	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	1,800	3,000	3,000	Supervisor Fees
Payroll Taxes (Employer)	138	230	230	Supervisor Fees * 7.65%
Management	28,752	29,148	30,012	CPI Adjustment (Capped At 3%)
Secretarial & Field Operations	6,300	6,300	6,300	No Change From 2021/2022 Budget
Legal	11,439	12,500	12,500	No Change From 2021/2022 Budget
Assessment Roll	10,000	10,000	10,000	As Per Contract
Audit Fees	3,000	3,100	3,200	Accepted Amount For 2021/2022 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2021/2022 Budget
Insurance	7,363	8,100	9,145	Insurance Estimate
Legal Advertisements	434	800	800	No Change From 2021/2022 Budget
Miscellaneous	1,555	2,200	2,200	No Change From 2021/2022 Budget
Postage	185	600	600	No Change From 2021/2022 Budget
Office Supplies	233	825	800	\$25 Decrease From 2021/2022 Budget
Dues & Subscriptions	175	175	175	No Change From 2021/2022 Budget
Trustee Fee	3,250	3,200	3,250	\$50 Increase From 2021/2022 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2021/2022 Budget
Website Management	1,750	1,750	1,750	No Change From 2021/2022 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 77,374	\$ 82,928	\$ 84,962	
TOTAL MAINTENANCE EXPENDITURES	\$ 276,053	\$ 331,750	\$ 358,000	
TOTAL SECURITY EXPENDITURES	\$ -	\$ -	\$ 118,000	Las Ramblas: \$0 - Las Sevilas: \$118,000
TOTAL EXPENDITURES	\$ 353,427	\$ 414,678	\$ 560,962	
REVENUES LESS EXPENDITURES	\$ 556,670	\$ 490,337	\$ 468,859	
Bond Payments	(444,056)	(436,080)	(436,080)	2023 P & I Payments Less Earned Interest
BALANCE	\$ 112,614	\$ 54,257	\$ 32,779	
County Appraiser & Tax Collector Fee	(8,761)	(18,085)	(20,593)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(29,970)	(36,172)	(41,186)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 73,883	\$ -	\$ (29,000)	
Carryover From Prior Year	0	0	29,000	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 73,883	\$ -	\$ -	

DETAILED PROPOSED MAINTENANCE & SECURITY BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2020/2021	2021/2022	2022/2023	
EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
MAINTENANCE EXPENDITURES				
Engineering/Annual Report/Inspections	5,768	4,000	8,000	\$4,000 Increase From 2021/2022 Budget
Lake Tract Aquatic Maintenance (Includes Parcel 1)	10,320	14,000	14,000	No Change From 2021/2022 Budget
Landscaping Service/Pest Control/Fertilizer	91,227	90,000	110,000	\$20,000 Increase From 2021/2022 Budget
Mulch (Tree Rings & Shrubbery Beds)	8,398	9,000	10,000	\$1,000 Increase From 2021/2022 Budget
Irrigation Systems Maintenance (North & South)	7,235	10,000	10,000	No Change From 2021/2022 Budget
Tree & Shrubbery Replacement (North & South)	30,495	12,000	25,000	FY 21/22 Expenditure Through February 2022 Was \$17,725
Community Lighting Upkeep (North & South)	2,981	24,000	15,000	\$9,000 Decrease From 2021/2022 Budget
FP&L - Power - Street Lighting (North & South)	15,850	31,000	27,000	\$4,000 Decrease From 2021/2022 Budget
FP&L - Power - Irrigation Pump Stations (N & S)	1,826	3,000	3,000	No Change From 2021/2022 Budget
FP&L - Power - Lift Stations (North & South)	3,577	5,000	5,000	No Change From 2021/2022 Budget
Park Maintenance - Upkeep	0	6,000	0	Line Item Eliminated - Included In Miscellaneous Improvements
Roadways & Street Maintenance (North & South)	29,288	9,000	35,000	FY 21/22 Expenditure Through February 2022 Was \$24,112
Fountain Maintenance (Tract A)	1,198	3,000	3,000	No Change From 2021/2022 Budget
Misc. Electrical Improvements (North & South)	1,004	1,500	0	Line Item Eliminated - Included In Miscellaneous Improvements
Entrance/Exit Gate Maintenance/Repairs (N & S)	1,262	4,000	10,000	\$6,000 Increase From 2021/2022 Budget
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	5,077	4,000	0	Line Item Eliminated - Included In Miscellaneous Improvements
Hurricane Preparedness/Miscellaneous	0	20,000	25,000	\$5,000 Increase From 2021/2022 Budget
Lift Station Maintenance (North & South)	26,053	25,000	25,000	No Change From 2021/2022 Budget
Miscellaneous Improvements (North & South)	9,104	32,000	32,000	No Change From 2021/2022 Budget
Dumpster Rental	552	1,000	1,000	No Change From 2021/2022 Budget
Maintenance Contingency	24,838	24,250	0	Line Item Eliminated - Included In Miscellaneous Improvements
TOTAL MAINTENANCE EXPENDITURES	\$ 276,053	\$ 331,750	\$ 358,000	
SECURITY EXPENDITURES				
Security - Las Ramblas	0	0	0	Security - Las Ramblas (Single Family & Townhomes)
Security - Las Sevillas	0	0	118,000	Security - Las Sevillas (Courtyards)
TOTAL SECURITY EXPENDITURES	\$ -	\$ -	\$ 118,000	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	54	25	25	Projected Interest For 2022/2023
NAV Tax Collection	444,056	436,080	436,080	Maximum Debt Service Collection
Total Revenues	\$ 444,110	\$ 436,105	\$ 436,105	
EXPENDITURES				
Principal Payments	230,000	235,000	245,000	Principal Payment Due In 2023
Interest Payments	204,619	197,081	191,080	Interest Payments Due In 2023
Bond Redemption	0	4,024	25	Estimated Excess Debt Collections
Total Expenditures	\$ 434,619	\$ 436,105	\$ 436,105	
Excess/ (Shortfall)	\$ 9,491	\$ -	\$ -	

Series 2016 Bond Refunding Information

Original Par Amount =	\$6,430,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.00% - 4.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2016		
Maturity Date =	May 2038		
Par Amount As Of 1/1/22 =	\$5,335,000		

Fontainebleau Lakes Community Development District Assessment Comparison

	Fiscal Year 2019/2020 Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Projected Assessment Before Discount*
Administrative Assessment For Single Family	\$ 182.64	\$ 215.95	\$ 215.94	\$ 222.71
Maintenance Assessment For Single Family	\$ 804.74	\$ 871.43	\$ 871.43	\$ 864.20
Security Assessment For Single Family				\$ -
<u>Debt Assessment For Single Family</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>
Total	\$ 2,211.43	\$ 2,311.43	\$ 2,311.42	\$ 2,310.96
Administrative Assessment For Townhomes	\$ 182.64	\$ 215.95	\$ 215.94	\$ 222.71
Maintenance Assessment For Townhomes	\$ 804.74	\$ 871.43	\$ 871.43	\$ 864.20
Security Assessment For Townhomes	\$ -	\$ -	\$ -	\$ -
<u>Debt Assessment For Townhomes</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>
Total	\$ 2,051.77	\$ 2,151.77	\$ 2,151.76	\$ 2,151.30
Administrative Assessment For Courtyards	\$ 182.64	\$ 215.95	\$ 215.94	\$ 222.71
Maintenance Assessment For Courtyards	\$ 804.74	\$ 871.43	\$ 871.43	\$ 864.20
Security Assessment For Courtyards	\$ -	\$ -	\$ -	\$ 1,280.94
<u>Debt Assessment For Courtyards</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>
Total	\$ 1,945.33	\$ 2,045.33	\$ 2,045.32	\$ 3,325.80

* 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

**LICENSE AGREEMENT
(Security Facilities)**

THIS LICENSE AGREEMENT (the “License” or “Agreement”), is entered into this _____ day of _____, 2022, by and between:

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

and

FONTAINEBLEAU LAKES COURTYARDS WEST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 12350 SW 132 Court, Unit 114, Miami, Florida 33186 (the "Association").

WITNESSETH:

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association owns, operates, and maintains certain security and security-related improvements, facilities and equipment, including, but not limited to, gate facilities, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the boundaries of the District (collectively, and including existing improvements and all referred to as the “Security Improvements”); and

WHEREAS, the Security Improvements are located in the areas more particularly described and shown in Exhibit A attached hereto and incorporated herein (the “License Area”); and

WHEREAS, the District desires to be the recipient of and the Association desires to grant a license to District over the License Area for the use, installation, maintenance, and repair of Security Improvements; and

WHEREAS, the parties have agreed to enter into a License Agreement (herein, the “License” or the “Agreement”) with regard to the use of the License Area and Security Improvements as set out herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated into this Agreement.

Section 2. Description of License. Association hereby grants to District the non-exclusive right, license, and privilege in, on, over, under, and within the License Area for purposes of using, operating, maintaining, and/or repairing the Security Improvements, as determined necessary by the Board of Supervisors of the District. The Association shall not unreasonably interfere with the license and rights granted to the District pursuant to this Agreement.

Section 3. Term. The initial term of this License shall be for five (5) years, which term shall automatically be renewed for renewal terms of five (5) years each, unless and until this Agreement is terminated pursuant to Section 13 herein.

Section 4. Compensation. No payment to the Association shall be made by the District or the general public for the rights or privileges granted in this License Agreement, other than the consideration provided for in Section 7.A and in Section 23 below.

Section 5. Use of Premises. District shall use and occupy the License Area only for the purposes designated in Section 2 of this Agreement, and the License Area shall not be used for any other purpose by the District without the advance written amendment of this Agreement approved by the District and the Association's Board of Directors. District shall not knowingly or willingly permit the License Area to be used or occupied in any manner which violates any laws, rules, policies or regulations, Declaration of Restrictions and Covenants and Bylaws of the Association or of any governmental entity, including those of the District. The parties agree to act in good faith and to provide each other with reasonable notice in advance of any work proposed by either party within the License Area.

Section 6. Damage to Premises. The District shall not, by its use or occupancy, cause damage to the License Area. Any damage caused by the District or its agents shall be repaired at the cost and expense of the District, notwithstanding any third party claims the District may have against its agents or contractors.

Section 7. Utility Payment, Maintenance and Repair of License Area.

A. The District will be responsible for only payment of electric charges, as determined by the parties, for costs associated with the use of License Area and Security Improvements by the District.

B. The parties agree to maintain and repair the License Area in a manner that will not pose a hazard to persons and/or vehicles utilizing the License Area or on adjacent property or right-of-way. The Association shall be responsible for the maintenance of and Minor Repairs for the gate arms, unless such damage is caused by the District, its employees, representatives, or agents, in which case the District shall repair all such damage. The District will be responsible for the security cameras and associated equipment which are under the responsibility of the District and for Major Repairs for the gate arms, unless such damage is caused by the Association, its employees, representatives, or agents, in which case the

Association shall repair all such damage. Minor Repairs are defined as maintenance and repairs not in excess of \$500.00. Major Repairs are defined as maintenance and repairs in excess of \$500.00.

C. Any construction, repair, or installation of Security Improvements within the License Area by District shall be preceded by District first obtaining any necessary permits from governmental units, including, but not limited to, unincorporated Miami-Dade County, and any other governmental entity having jurisdiction thereof. Any fees, costs, and expenses associated with such construction, repairs, installation, and permitting shall be the responsibility of the District.

D. By granting this License to the District, the Association hereby consents to the District's execution of any permit applications for work to be performed within the License Area pursuant to this License, the cost of such permits and work being at the District's expense. Should the governmental entity require that the underlying property owner sign-off or execute such permit application(s), the Association agrees to execute and return such permit application(s) within fifteen (15) business days of the District's request therefor, provided that the work to be performed under such permit application(s) does not adversely impact the Association, financially or otherwise.

E. Nothing herein shall have the effect of overriding or pre-empting any rules, regulations, Declaration or Restrictions and Covenants and/or Bylaws of the District or the Association, as applicable, provided that the provisions of the aforementioned are not inconsistent with the issuance, payment, or use of either the Bonds and proceeds therefrom or any non-ad valorem special assessments collected by the District for purposes of operation and maintenance.

Section 8. Emergency Intervention by Association. In the event of a bona fide emergency requiring immediate attention or action by the Association in the interests of public safety and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the District may have with third parties concerning the Security Improvements, the Association reserves the right to implement or initiate, without advance notice, the maintenance, repair, or temporary modification of the Security Improvements limited to what is immediately necessary to alleviate the emergency condition. However, the Association understands and agrees that the exercise of such rights are limited to bona fide emergencies in the immediate interests of public safety. When the Association exercises its limited rights under this provision of the Agreement, the Association agrees to immediately thereafter provide notice to the District Manager of the District, which notice shall be by telephone call, followed by an email notification. The District is required to provide the Association the contact information whenever there is a change in District Managers. At the time of execution of this License Agreement, the District Manager is: Special District Services, Inc., Attention: Armando Silva, District Manager, with the following contact information:

Telephone number: (786) 313-3661

E-Mail Address: asilva@sdsinc.org

Until the foregoing information is updated, in writing, by the District, the Association shall be in compliance if it uses the information provided above, even if such becomes out of date or is disconnected.

For purposes of this section and this Agreement, a bona fide emergency is defined as an emergency condition that requires immediate attention to alleviate a potentially dangerous condition to the safety and well being of persons or property and where there is insufficient time, as determined by person or persons acting on behalf of the Board of Directors to contact the District Manager by telephone prior to the exercise of any rights under this provision by the Association. Nothing herein shall prohibit the parties, through their respective Managers from establishing a protocol with respect to the repair or replacement of gate arms.

Section 9. Remedies, Default, and Specific Performance. The Association may elect one or more of the following remedies, and any other remedy that may be available in law or equity, if the District should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Breach by District.** Any failure of the District to comply with any of its obligations under this Agreement shall be deemed a breach of this Agreement. In the event of a breach of this Agreement, the Association shall provide written notice, sent via Certified Mail, Return Receipt Requested, of the breach to the District Manager and provide a minimum of thirty (30) calendar days to cure such breach. If the breach is not cured within the thirty (30) days from the date of receipt of the notice, the breach shall be considered a material breach, going to the essence of the Agreement, and the Association may elect to either initiate its own maintenance or repair program with respect to the affected Security Improvements or pay any past due utility bills and charge the District for the reasonable cost of same until such responsibilities are shifted to the Association, which costs shall be paid within fifteen (15) business days of receipt or the Association may elect to terminate the Agreement without penalty or further liability under this Agreement or otherwise, provided that the Termination Conditions, as defined in section 13 have been fully satisfied by Association.

(B) **Discontinuation.** At such time as the Association should commence a maintenance program or make a utility payment pursuant to subsection (A) above or terminate the Agreement, and upon receipt of the written notice from the Association, the District shall discontinue its utilities payment, and repair obligation of the Security Improvements and may take actions as necessary to discontinue or assign to Association the provision of security services, as permitted by applicable law.

Section 10. Liability and Indemnification.

(A) The parties to this Agreement shall not be deemed to assume any liability for the negligent or intentional acts or omissions of the other party, and each party agrees to be responsible for its own acts, omissions, negligence, and misconduct, and the acts, omissions, negligence, and misconduct of its employees, officers, and agents. Nothing contained herein shall be construed as a waiver, by the District, of the

liability limits, protections, and immunities established in Section 768.28, Florida Statutes.

(B) District shall indemnify, defend and hold harmless the Association, its officers, agents and employees, from and against any and all claims, suits, actions, damages, fines, penalties, liabilities, expenditures, or causes of action of any kind arising directly or indirectly from this Agreement and arising out of or in any way connected to an intentional act or any negligent act, omission, or error of, or violation of any rule, regulation, or law by District, its officers, agents, or employees, which in turn results in or relates to any penalties, fines, liability, or injuries to body, life, limb, or property sustained in, about, or upon the License Area, arising from the use of the License Area by the District, its officers, employees, and agents. District shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person or governmental agency, including the Internal Revenue Service, against the Association as a result of any proceeding, claim, suit, or cause of action accruing or in any way arising out of this Agreement for injuries to body, life, limb, or property or violation of any rule, regulation, or law, as set forth above.

(C) Association shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, suits, actions, damages, fines, penalties, liabilities, expenditures, or causes of action of any kind arising directly or indirectly from this Agreement and arising out of or in any way connected to an intentional act or any negligent act, omission, or error of, or violation of any rule, regulation, or law by Association, its officers, agents, or employees, which in turn results in or relates to any penalties, fines, liability, or injuries to body, life, limb, or property sustained in, about, or upon the License Area, arising from the use of the License Area by the Association, its officers, employees, and agents. Association shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person or governmental agency, including the Internal Revenue Service, against the District as a result of any proceeding, claim, suit, or cause of action accruing or in any way arising out of this Agreement for injuries to body, life, limb, or property or violation of any rule, regulation, or law, as set forth above.

(D) The provisions of this Section will survive the expiration or earlier termination or cancellation of this Agreement.

Section 11. Insurance.

(a) The District shall be required to maintain, at its own cost and expense, during the term of this Agreement and any renewal thereof, and without interruption or lapse thereafter, comprehensive general liability insurance to the extent required by Florida law and in amounts of coverage mutually agreed upon, but not less than the following:

(i) Workers Compensation - Statutory.

(ii) Comprehensive General Liability - \$1,000,000 Combined Single Limit, per occurrence.

(b) The Association shall maintain a Comprehensive General Liability Policy \$1,000,000 Combined Single Limit, per occurrence.

Certificates of insurance shall be exchanged by the parties prior to the effective date of this Agreement, at anytime there is a change or modification of coverage or policy amounts, or upon request of either party. Insurance coverages shall be maintained throughout the term (and any extended term) of this Agreement, the cost and expense of which shall be the responsibility of the respective party. All insurance policies shall name the other party as an additional named insured and any changes, modifications, or terminations to such policies shall not be effective without the additional named insured first being provided with at least thirty (30) days written notice of such change, modification, or termination.

Section 12. Amendment. No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity.

Section 13. Termination. This License may be terminated by the District or collectively by the Association for convenience upon sixty (60) days notice to the non-terminating party, sent pursuant to Section 15 hereof, unless a lesser termination period is agreed to by the parties. The parties understand and agree that termination of this Agreement may require certain changes with respect to the provision of security services within the Fontainebleau Lakes development and the contractual relationships each party has with the existing security provider. The parties agree that, upon termination of this License, the parties will act in good faith to the best interests of the Fontainebleau Lakes community that each party serves to ensure that security services continue uninterrupted.

Section 14. Waiver. Failure of the Association or District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

Section 15. Notice. Any notice or demand, which under the terms of this Agreement or by any statute or ordinance is to be given or made by either party, shall be in writing and shall be given by certified or registered mail, return receipt requested or overnight delivery by a recognized national carrier service, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

AS TO THE DISTRICT:

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

With a copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Sixth Floor

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

AS TO THE ASSOCIATION: Fontainebleau Lakes Courtyards West Condominium Association, Inc.
c/o Allied Property Group
12350 SW 132 Ct
Unit 114
Miami, Florida 33186
Attention: President

Section 16. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

Section 17. Laws and Ordinances. This Agreement shall be construed in accordance with Florida law. District shall observe all laws and ordinances of Miami-Dade County, and state and federal agencies directly relating to the License Area.

Section 18. Recordation of Agreement. This Agreement may be recorded in the Public Records of Miami-Dade County, Florida. Should this Agreement be recorded, upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by District at District's expense.

Section 19. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

Section 20. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 21. Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or appellate proceedings.

Section 22. Successors and Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors, and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

Section 23. Taxes, Assessments; Operating Costs and Utility Charges. The Association shall pay or cause to be paid all real estate taxes, assessments, and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term of this Agreement or any renewal thereof, be imposed upon, become due and payable, or become a lien upon the License Area or any part thereof, including taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county or municipal authority. In consideration for the use of the Security Improvements and the License Area, the District shall pay electric charges, as determined by the parties, for costs attributable to the License Area and Security Improvements.

Section 24. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall NOT be deemed a lease of the License Area by Licensee but rather a license granted to District by Association to use and occupy the License Area under the terms and conditions stated herein.

Section 25. Arm's Length Transaction. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any ambiguity in this Agreement will not be interpreted or construed against any party.

Section 26. Construction of Terms. Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

Section 27. Venue. Venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida, to the exclusion of all other venues.

Section 28. Captions. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof.

Section 29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

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IN WITNESS WHEREOF, the parties hereto 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

Chairperson/Vice-Chairperson
Board of Supervisors

this ____ day of _____, 2022

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, 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 who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as Secretary/Assistant Secretary of **FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

WITNESSES:

**FONTAINEBLEAU LAKES
COURTYARDS WEST
CONDOMINIUM ASSOCIATION,
INC., a Florida not-for-profit
corporation**

Print name: _____

By: _____
Title: _____

Print name: _____

this ____ day of _____, 2022

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of **FONTAINEBLEAU LAKES COURTYARDS WEST CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-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 or her knowledge.

Notary Public

Print Name

Commission Expires: _____

EXHIBIT A
LICENSE AREA