



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
JULY 20, 2026
6:30 P.M.**

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

www.fontainbleaulakescdd.org

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AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Ramblas
Clubhouse Conference Room
9960 NW 10th Terrace
Miami, Florida 33172
SPECIAL BOARD MEETING
July 20, 2026
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. May 18, 2026 Regular Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Update Regarding Perimeter Fence Project
 - Fence Installation and Location Agreement.....Page 5
 - 2. Update Regarding AW-235 (Miami-Dade County DERM)
- H. New Business
- I. Administrative & Operational Matter
- J. Board Members & Staff Closing Comments
- K. Adjourn

**Notice of Special 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 Special Board Meeting (“Meeting”) on July 20, 2026, at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172.

The purpose of the Special Board Meeting is for the Board to consider any business which may properly come before it. A copy of the Agenda for this Meeting may be obtained from the District’s website (www.fontainbleaulakescdd.org) or at the offices of the District Manager at 786-313-3661 during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

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

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

If any person decides to appeal any decision made with respect to any matter considered at this Special 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 HERALD 07/10/26



**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 18, 2026**

A. CALL TO ORDER

District Manager Armando Silva called the May 18, 2026, Regular Board Meeting of the Fontainebleau Lakes Community Development District (the “District”) to order at 6:42 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 Herald on October 10, 2025, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Arno Lemus, Vice Chairperson Humberto Jovanovic, and Supervisors Miguel Garcia 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 and Engineer Juan Alvarez; and General Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: Marinel Espana and Edith Gonzalez.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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. April 20, 2026, Regular Board Meeting Minutes

Mr. Silva presented the minutes of the April 20, 2026, Regular Board Meeting. A motion was made by Ms. De Torres, seconded by Mr. Garcia and passed unanimously approving the minutes of the April 20, 2026 Regular Board Meeting, as *amended*, removing the reference to Ms. Smoker in the establishment of quorum.

G. OLD BUSINESS

1. Update Regarding Perimeter Fence Project

Mr. Silva informed the Board that the Keep The Bleau Green Committee had rejected the option for installing the fence along the border of “Tract W,” adjacent to Fountainbleau Boulevard. A discussion ensued during which the Board determined that the fence should instead be installed on the north side of Tract W, bordering the homes.

A **motion** was made by Mr. Lemus, seconded by Ms. De Torres and passed unanimously approving the fence plans as presented in the meeting book.

2. Update Regarding AW-235 (Miami-Dade County DERM)

Mr. Silva presented a proposal from the Goldstein Environmental Law Firm to assist the District with Case No. AW-235. A discussion ensued during which the Board requested that District Staff first arrange a meeting with Miami-Dade County Code Enforcement to determine what steps are required to close the permit before engaging an environmental law firm.

H. NEW BUSINESS

1. Consider Resolution No. 2026-01 – Adopting a Fiscal Year 2026/2027 Proposed Budget

Mr. Silva presented the Fiscal Year 2026/2027 Proposed Budget. Mr. Silva noted that there were no assessment increases from the prior year and announced that the Public Hearing would be scheduled for August 17, 2026. A motion was made by Mr. Garcia, seconded by Ms. De Torres and passed unanimously approving Resolution No. 2026-01, adopting the Fiscal Year 2026/2027 Proposed Budget, as presented.

2. Discussion Regarding Proposals to Repaint Traffic Markings

Mr. Silva presented three proposals for the roadway striping project from Rose Paving (Atlantic Southern), Cielito Inc., and Worldwide Distributors. Following discussion, a motion was made by Mr. Garcia, seconded by Mr. Jovanovic and passed unanimously selecting Rose Paving and approving a not-to-exceed amount of \$33,000, and instructing District Counsel to draft a small project agreement.

3. Discussion Regarding Traffic Calming Devices/Signage (Las Ramblas)

Mr. Silva informed the Board that the District had received complaints regarding speeding within the community. A discussion ensued during which the Board directed Mr. Silva to engage Miami-Dade County Police to monitor the community for speeding.

4. Consider Approval of Attorneys Fee Adjustment – Billing Cochran

Ms. Smoker presented the proposed fee adjustment from Billing Cochran, P.A., effective October 1, 2026, adjusting the hourly rates for Attorneys/Partners to \$300.00 per hour and Attorneys/Associates to \$250.00 per hour. A motion was made by Mr. Lemus, seconded by Ms. De Torres and passed unanimously approving the attorney fee adjustment as presented.

5. Discussion Regarding Pavilion/Cabana Structure for Las Sevillas Open Space Tract

The Board briefly discussed the proposed construction of a pavilion/cabana structure in the Las Sevillas open space tract. The Board directed District Staff to request that representatives of the Las Sevillas Homeowners Association attend the next meeting to present their rationale and plans for the proposed structure.

6. Discussion Regarding Playground Refurbishment (Las Ramblas)

This discussion item was tabled.

7. Discussion Regarding Safety Concerns Involving Barrier Wall Adjacent to 836-Highway

This discussion item was tabled.

8. Discussion Regarding Parking Enforcement

This discussion item was tabled.

9. Discussion Regarding E-Bike Safety Concerns and Preventative Measures (Las Villas)

A discussion ensued regarding the feasibility of limiting the use of e-bikes and scooters within the community. The Board noted that enforceable actions are currently limited and that this matter would be tied to the broader effort to engage Miami-Dade County Police to monitor speeding in the community.

10. Discussion Regarding Potential Conveyance of Tract B and Tract D

Ms. Smoker informed the Board that the debt portion associated with Tract B and Tract D must be fully paid before either tract can be conveyed to another entity. Ms. Smoker further advised that plat restrictions limit the land use of both tracts to open space.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Statement of Financial Interests – Form 1

Mr. Silva reminded the Board that their individual 2025 Form 1 – Statement of Financial Interests are due to the Supervisor of Elections' office by July 1, 2026.

2. Announcing Certification of Registered Voters

Mr. Silva announced that the Office of the Supervisor of Elections has certified that the Fontainebleau Lakes Community Development District has 630 registered voters.

3. Announcing the Qualifying Period – Noon, Monday, June 8, 2026 – Noon, Friday, June 12, 2026

Mr. Silva announced that the qualifying period for candidates seeking election to the District Board of Supervisors would run from Noon, Monday, June 8, 2026, through Noon, Friday, June 12, 2026. The seats up for election are Seat #3 (Mr. Garcia) and Seat #4 (Mr. Jovanovic), both currently held by term-expiring Supervisors.

J. BOARD MEMBERS & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a motion was made by Mr. Garcia, seconded by Ms. De Torres and passed unanimously adjourning the Regular Board Meeting at 8:52 p.m.

Secretary/Assistant Secretary
Chairperson

Chairperson/Vice

FENCE INSTALLATION AND LOCATION AGREEMENT

THIS FENCE INSTALLATION AND LOCATION AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2026, by and between KEEP BLEAU GREEN COMMITTEE, INC., (hereinafter the "Committee"), a Florida Not for Profit Corporation, and FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, (hereinafter the "District").

WITNESSETH:

WHEREAS, the District is a local unit of a special-purpose government of the State of Florida established in accordance with the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, and approved by Ordinance No. 06-135 of the Board of County Commissioners of Miami-Dade County, Florida;

WHEREAS, the Committee is a not for profit corporation and association which is composed of a group of residents who own or reside in certain parcels bounded on the East by N.W. 87th Avenue, on the North by Highway 836, on the West by N.W. 107th Avenue, and on the South by Flagler Street (hereinafter "Fontainebleau Park");

WHEREAS, the District is located within Fontainebleau Park;

WHEREAS, a Declaration of Covenants and Restrictions for the Maintenance of the Fontainebleau Lakes Greenspace Area, dated August 8, 2007 and recorded on August 13, 2007, in Official Records Book 25850, Pages 3992-4037, (hereinafter the "Declaration"), delineates certain limitations on construction and fencing that require the Greenspace Area to remain open for all the residential properties and members located within Fontainebleau Park; and

WHEREAS, the District has proposed the construction of a fence, adjacent to the Greenspace Area described in Declaration, located within the District; and

WHEREAS, the Committee and the District agree that the construction of a fence may violate the Declaration, and any such construction of a fence would require a mutual agreement between both parties; and

WHEREAS, following productive discussions between the Committee and the District, a mutual agreement has been reached to allow a limited, case-specific installation of the proposed fence under defined conditions.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Committee and the District agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. **Limited Exception – No Waiver of Covenants.**

- a. **Limited Exception.** The Committee agrees to permit the District to erect a fence strictly constructed in accordance with the proposed Site Plan by the project engineer. The proposed Site Plan shall be reviewed and approved by the Committee prior to construction (the “Approved Plans”). The Committee, at its sole discretion, may approve, amend, or deny the proposed Site Plan. The final Approved Plans shall show the location of the fence in relation to the Greenspace Area described in the Declaration. Once the Committee has reviewed and agreed to the Approved Plans, the Committee shall, in writing, permit the construction of the fence and there shall be no deviation, relocation, expansion, or modification without express written approval of the Committee. Until such express approval, in writing, the District shall not construct, place or cause to be constructed or placed, any fence or any barrier within the Greenspace Area.
- b. **No Waiver/ No Modification.** The Committee and the District expressly agree, unequivocally, that nothing in this Agreement shall be intended to amend, modify, or nullify the Declaration or any amendment to the Declaration. All restrictions and covenants contained within the Declaration, or any amendment to the Declaration, shall remain fully valid, binding, and enforceable. Furthermore, this Agreement shall not be construed as a waiver or abandonment of the Committee’s rights.

3. **Non-Precedential Effect.**

- a. The District expressly agrees that this Agreement is unique and non-precedential and shall not rely on or use this Agreement as justification for any future fencing, enclosure, improvement, or any sort of construction that may violate the Declaration. Any future proposal(s) shall require the express written consent and approval by the Committee.
- b. The District acknowledges, affirms, and ratifies the restrictions and covenants, including but not limited to all restrictions applicable to the Greenspace Area, remain in full force and effect and continue to govern the Fontainebleau Park, without limitation.

4. **Access and Open Character.**

- a. **Preservation Of Open Use.** The District shall be responsible for ensuring that the Greenspace Area remains fully functionally open and accessible, in perpetuity, consistent with the original intent and purpose of the Declaration.
- b. **Prohibition on Restrictive Use.** The fence, once approved by the Committee, shall not be used to restrict access beyond what is contemplated within this

Agreement. Furthermore, any approved fence shall not create exclusivity or private control over any portion of the Greenspace Area by the District.

5. Gates and Operation.

- a. **Gate Location(s).** Any proposed gate shall be installed only in the location identified in the Approved Plans.
- b. **Operational Conditions.** All gates shall remain accessible and shall not operate in any manner that restricts the general use of the Greenspace Area.
- c. **Future Restrictions Prohibited.** The District shall not convert any gate into restricted access points without prior written consent and approval from the Committee.
- d. **Hours of Operation.** The gate and/or fence shall remain completely open and accessible with no restrictions to any of the residential properties and members located within Fontainebleau Park between sunrise and sunset, every day of the week.

6. Withdrawal of Existing Application and Exclusive Basis.

- a. **Withdrawal Requirement.** The District, immediately upon execution of this Agreement, shall withdraw Process Case Number C2024096983 (the “Application”) filed with Miami-Dade County and shall completely abandon or withdraw any related applications regarding the proposed fence. The District, within one week of execution of this Agreement, shall provide the Committee written confirmation from Miami-Dade County that the Application has been fully withdrawn.
- b. **Exclusive Basis.** The Committee and the District agree that the construction of the fence authorized herein is based solely on this Agreement and not on any prior or pending Application filed with Miami-Dade County.
- c. **No Conflicting Approvals.** The District shall not seek, rely upon, or enforce any governmental approval that conflicts or expands upon the rights granted under this Agreement.
- d. **Consistency of Future Submissions.** Any future governmental submission related to the fence shall be fully consistent with this Agreement and shall not expand its scope.

7. Maintenance, Indemnification, and Responsibility.

- a. **Construction and Maintenance.** The District shall be solely responsible for all construction, construction cost(s) and compliance of the terms herein. The

District shall pursue and obtain any required permits from Miami-Dade County. No construction shall begin without all necessary permits granted. If no permits are required, the District shall notify the Committee with a written communication from Miami-Dade County of such. The District shall continue to operate and maintain the fence in a safe and reasonable manner.

- b. **Indemnification.** To the fullest extent permitted by Florida law, the District agrees to indemnify, defend, and hold harmless the Committee, its officers, employees, agents, subcontractors, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to the construction, erection, and or maintenance of the fence.

8. Governing Laws.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The District and the Committee agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

9. Severability.

In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

10. No Admission.

Nothing in this Agreement shall be construed as an admission by the Committee regarding the legality of the proposed fence of any prior interpretation advanced by the District or any third party.

11. Entire Agreement.

This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

12. Modification, Amendment, and Release.

Modifications of this Agreement may only be modified, amended, or released, by written instrument signed by the Committee and the District, provided that such modification, amendment, release has been approved by both parties. Any modification, amendment or release of this Agreement as provided herein shall be

reflected in a recordable instrument prepared, executed and recorded by the District with a copy made available to the Committee.

13. Cancellation and Enforcement.

Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. Any violation of this Agreement shall constitute a material breach and the Committee shall be entitled to injunctive relief, enforcement of removal or correction, and recovery of costs and attorney's fees to the fullest extent permitted by law. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the termination of this Agreement.

14. Cumulative Remedies.

Nothing contained herein shall prevent the Committee from exercising its rights and remedies it may have under law.

[signature pages follow]

Signed, witnessed, executed, and acknowledged on this _____ day of _____, 2026.

WITNESSES:

Keep the Bleau Green Committee, Inc.,
a Florida not for profit corporation

Signature

Jesus Carcasses, President

Print Name

Address

Address

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of **KEEP THE BLEAU GREEN COMMITTEE, INC.**, a Florida not for profit corporation, who is personally known to me or ____ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of _____

Commission #: _____

My Commission Expires: _____

Signed, witnessed, executed, and acknowledged on this _____ day of _____, 2026.

WITNESSES:

Keep the Bleau Green Committee, Inc.,
a Florida not for profit corporation

Signature

Jesus Carcasses, President

Print Name

Address

Address

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of, a Florida limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of _____

Commission #: _____

My Commission Expires: _____