



**CENTURY GARDENS
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
NOVEMBER 14, 2017
6:30 P.M.**

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

www.centurygardenscdd.org

305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CENTURY GARDENS
COMMUNITY DEVELOPMENT DISTRICT
The Mater Gardens Academy Charter School - Cafeteria
9010 NW 178th Lane
Miami, FL 33018
REGULAR BOARD MEETING
November 14, 2017
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. October 10, 2017 Regular Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Discussion Regarding Revised Annexation Agreement – Silver Springs Lennar, LLC.....Page 6
- H. New Business
 - 1. Discussion Regarding Traffic Flow & Vehicular Speeding Along NW 179th
(East and Westbound)
 - 2. Discussion Regarding Annual Landscape Maintenance Proposals.....Page 16
- I. Administrative Matters
 - 1. Financial Report.....Page 17
- J. Board Members 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:

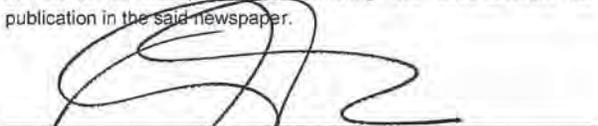
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that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

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

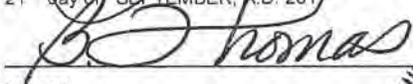
in the XXXX Court,
was published in said newspaper in the issues of

09/21/2017

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
21 day of SEPTEMBER, A.D. 2017



(SEAL)
MARIA MESA personally known to me



**CENTURY GARDENS COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR
MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Century Gardens Community Development District (the "District") will hold Regular Meetings in the Water Gardens Academy Charter School - Meeting Room, located at 9010 NW 173th Lane, Miami, Florida 33018, at 6:30 p.m. on the following dates:

- October 10, 2017
- November 14, 2017
- March 13, 2018
- April 10, 2018
- May 8, 2018
- June 12, 2018
- September 11, 2018

The purpose of these meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. A copy 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.

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 canceled from time to time without advertised notice.

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT

www.centurygardensccd.org
9/21

17-143/0000259826M

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 10, 2017**

A. CALL TO ORDER

The October 10, 2017, Regular Board Meeting of the Century Gardens Community Development District was called to order at 6:38 p.m. in the Cafeteria of the Mater Gardens Academy Charter School located at 9010 NW 178th Lane, Miami, Florida 33018.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on September 21, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Abraham Farhan, Vice Chairperson Shirley Villalobos and Supervisors Nildo Ruiz, Abel Fernandez and Daniele Ranaudo constituted a quorum and it was in order to proceed with the meeting:

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

Also present were: Luis Moreno of Miami, Florida; Ernesto Diaz of Miami, Florida; Suyin Robles of Miami, Florida; Michael Dawson of Miami, Florida; Paola Batic of Miami, Florida; Sergio Camaraza of Miami, Florida; and Raquel Chong of Miami, Florida.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Silva requested the following additional item, "Discussion Regarding Turf Management" under New Business after which the Board acknowledged his 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. May 23, 2017, Regular Board Meeting

The minutes of the May 23, 2017, Regular Board Meeting were presented for approval.

A MOTION was made by Mr. Ruiz, seconded by Ms. Villalobos and passed unanimously to approve the minutes of the May 23, 2017, Regular Board Meeting, as presented.
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G. OLD BUSINESS

1. Discussion Regarding Revised Annexation Agreement – Silver Springs Lennar, LLC

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 10, 2017**

Mr. Silva presented the latest version of the Annexation Agreement (the “Agreement”) between Silver Springs Lennar, LLC (the “Developer”) and the Century Gardens Community Development District (the “District”). District Counsel, Ginger Wald, provided a brief overview of the Agreement, focusing on the Developer’s additions to the Agreement, which deal with the issuance of the special assessment bonds and the approval rights of the Developer. Mr. Ranaudo had several questions pertaining to Section 5 (Default) of the Agreement, while Mr. Farhan had several questions pertaining to the entity that will be obligated to maintain certain public infrastructure within the Turquesa community (“Turquesa”). Determining the entity that will be responsible for maintaining certain public infrastructure within Turquesa is a key factor in determining if the Board will accept the Agreement, as the District does not want to be burdened with any additional expenses associated with the maintenance of public infrastructure within Turquesa. Mr. Farhan stated that he would like for the right-of-ways, stormwater drainage system, water distribution system and sanitary sewer systems within Turquesa to be conveyed to Miami-Dade County for ownership and maintenance.

A discussion ensued after which the Board consensus was to table any action related to the Agreement to the next meeting. Mr. Silva recommended that the Board Members submit to him any additional requests regarding the Agreement before the end of next week so that he may forward said requests to District Counsel. District Counsel will then compile the information and create an appendix or addendum to the Agreement, which will be presented to the Developer and the District Board at the next meeting.

H. NEW BUSINESS

1. Discussion Regarding Hurricane Irma and Post Storm Community Clean-Up

Mr. Silva outlined the actions taken by the District post storm Irma. County departments were notified of downed street signage, clogged stormwater drainage structures and where debris was stacked on street/road rights of ways (the debris has since been removed by the County). In addition, Mr. Silva stated that remediation work must be completed on the median islands (located along NW 179th Lane) and the District owned tracts within the District because there was a substantial amount of sod that was damaged due to the piles of debris that were placed on those areas for an extended time. The remediation work is expected to be completed prior to the Thanksgiving holiday.

2. Consider Resolution No. 2017-06 – Adopting a Fiscal Year 2016/2017 Amended Budget

Mr. Silva presented Resolution No. 2017-06, entitled:

RESOLUTION NO. 2017-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL
YEAR 2016/2017 BUDGET (“AMENDED BUDGET”), PURSUANT TO**

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 10, 2017**

**CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN
EFFECTIVE DATE.**

Mr. Silva read the title of the resolution into the record and provided an explanation for the document. The Operating Fund as of September 30, 2017, had a positive balance. In addition, Mr. Silva stated that the Debt Service Fund for the Series 2007 Bonds and the Series 2014 Refunding Bonds had sufficient funds to make the required November 1, 2017, debt service payment. A discussion ensued after which;

A **MOTION** was made by Mr. Ruiz, seconded by Ms. Villalobos and unanimously passed to approve and adopt Resolution No. 2017-06, as presented; thereby setting the amended/revised final budget for the 2016/2017 fiscal year.

3. ADD-ON: Discussion Regarding Turf Management

Mr. Silva advised that communication between District Field Staff and Turf Management's Staff had been a challenge. Turf Management does not respond to District Field Staff's requests in a timely manner or sometimes, not at all. After Hurricane Irma, it took Turf Management about three to four weeks for them to evaluate the District and perform any services. Another challenge that the District has encountered is the emptying of the waste receptacles that are located around the large lake. This item was discussed with Turf Management and they proposed that they would empty the waste receptacles (including the doggy waste receptacles) every week for a monthly fee of \$100. A discussion ensued after which;

A **MOTION** was made by Mr. Ruiz, seconded by Mr. Fernandez and unanimously passed to authorize Turf Management to proceed with the weekly waste receptacle cleanup (including the doggy waste receptacles) for a monthly fee of \$100.

Further discussion ensued after which the Board requested that District Staff provide a minimum of three (3) proposals for the District Annual Landscape and Irrigation Maintenance so that they could be presented at the next meeting. Mr. Silva acknowledged the Board's request.

I. ADMINISTRATIVE MATTERS

1. Financial Update

Mr. Silva presented the financials in the meeting book and briefly reviewed them with the Board. He pointed out that available funds as of September 30, 2017, were \$95,800.30.

J. BOARD MEMBER COMMENTS

There were no comments from the Members of the Board.

K. ADJOURNMENT

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 10, 2017**

There being no further business to come before the Board, a **MOTION** was made by Mr. Farhan, seconded by Mr. Ruiz and passed unanimously to adjourn the meeting at 8:01 p.m. There were no objections.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice Chairperson

AGREEMENT

This Agreement ("**Agreement**") is made and entered into as of this ____ day of _____, 2017 (the "**Effective Date**"), by and between:

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("**District**"); and

SILVER SPRINGS LENNAR, LLC, a Delaware limited liability company ("**Developer**").

RECITALS:

WHEREAS, Developer is the owner of certain real property located in Miami-Dade County, Florida, which real property is described in **Exhibit "A"** attached hereto ("**Property**"); and

WHEREAS, Developer desires to: (a) annex the Property into the boundaries of the District (the "**Annexation**") and (b) cause the District to issue special assessment bonds (the "**Special Assessment Bonds**") to pay for the cost of development of certain public infrastructure improvements within the Property (the "**Property Infrastructure**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

Section 1: INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2: ANNEXATION AND SPECIAL ASSESSMENT BONDS. The District shall: (a) obtain all governmental consents and approvals necessary to complete the Annexation, including, but not limited to, approval of Miami-Dade County, and any other required governmental entities having jurisdiction thereof, and (b) proceed with the approval of all agreements and approvals of documents necessary for ~~cause~~ the Special Assessment Bonds to be issued in the amount to be determined by Developer to pay for all or a portion of the cost of the Property Infrastructure. Attached hereto and made a part hereof as Exhibit "B" is a list of the documents which may be necessary for the District to execute for the issuance of the Special Assessment Bonds. The parties agree and acknowledge that all costs and expenses associated with the Annexation shall be borne by the Developer. The District shall not be required to fund any costs or expenses associated with the Annexation except as set forth in Section 4 hereinafter. For as long as Developer is the owner of any portion of the Property, unless and until the Special Assessments have been paid in full, the District acknowledges and agrees that it shall not issue any other special assessment bonds or other debt instruments affecting the Property without Developer's prior written consent, which shall not be unreasonably withheld. Prior to issuance of any special assessment bonds or other debt affecting the property, Developer shall have the right, in its sole discretion, to remove the property from the District and cause the boundaries of the District to be contracted accordingly (the "removal") upon written notice (the "removal notice") to the District. Upon receipt of the removal notice, the District shall take all action required to remove the property from the District as soon as possible after receipt of the removal notice. The parties agree and acknowledge that all costs and expenses associated with the removal shall be borne by the Developer.

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Section 3: APPROVAL RIGHTS OF DEVELOPER. The District hereby acknowledges and agrees that Developer shall have the express right in its sole and absolute discretion to approve: (i) the rate of interest to be paid on the special assessment bonds and (ii) the underwriter issuing the special assessment bonds. In the event either (i) or (ii) is not acceptable to Developer, the Developer shall have the right of removal upon removal notice to the District. Upon receipt of the removal notice, the District shall take all action required to remove the property from the District as soon as possible, but in any event, no later than sixty (60) days after receipt of removal notice the District shall authorize District officials to proceed with the filing of a petition to contract the boundaries of the District. The failure by District to do so shall be a default under this agreement. The parties agree and acknowledge that all costs and expenses associated with the removal shall be borne by the developer.

Section 4: OBLIGATIONS OF DEVELOPER.

Within ten (10) days of the latter of the expiration of the thirty (30) day appeal period after the effective date of an Ordinance of Miami-Dade County approving the Annexation or if an appeal is taken, of the appeal ultimately being concluded in favor of the Annexation, Developer shall make a contribution to the District in the amount of SIXTY THOUSAND (\$60,000.00) DOLLARS, to be utilized by the District in its discretion for capital improvements within the boundaries of the District, including, but not limited to, landscaping and monument improvements along NW 179 Lane and NW 87 Avenue (the "Improvements").

Developer shall provide District with the names and contact information for Developer's design professionals, contractors and vendors associated with the Developer's project within the District. Developer shall also provide District with permitting services for the District's approved plans for the Improvements with Miami-Dade County, including coordination between the District representative, District-retained design professionals and contractors and Miami-Dade County, to assist the District in the issuance of a permit for the plans for Improvements by Miami-Dade County, at no cost to the District. Developer shall also provide the District with the schedule of work by Developer's contractors in order for the District to coordinate the construction of the Improvements.

The future ownership and responsibility for maintenance of the Property Infrastructure within the boundaries of the Annexation is part of the Developer's approved development plans for the Property. Attached hereto and made a part hereof as Exhibit "C" is the Property Infrastructure ownership and maintenance, as provided by the plans of the Developer. The ownership and maintenance obligations of the District set forth in Exhibit "C" shall remain the same through the term of this Agreement. If the District is required to incur additional obligations and/or expenses as either an owner of Property Infrastructure or maintaining Property Infrastructure, the District will have the right to negotiate additional terms and compensation to offset the additional expenses the District will incur by the additional obligations that are not included as set forth in Exhibit "C". If the District and the Developer are unable to agree upon additional terms and compensation, the District shall be relieved of any further obligations under this Agreement and shall have the right to terminate this Agreement.

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Section 5: DEFAULT. In the event Developer complies with all requirements to obtain the Annexation and cause the District to issue the Special Assessment Bonds and the District does not cooperate with same and/or the District fails, through its own acts and omissions, to: (a) timely obtain the Annexation or cause the issuance of the Special Assessment Bonds in accordance with the terms of this Agreement, and/or (b) timely perform any other obligation under this Agreement, Developer shall,

at its sole discretion, have the right to: (i) terminate this Agreement and be relieved of all further obligations hereunder, and (ii) if the Property has been annexed into the District, but the Special Assessment Bonds are not issued, the Developer shall have the right to require the District to provide any and all documentation, including, but not limited to, written consent of the District, necessary for the Developer to apply for the contraction of the District boundaries to remove the Property therefrom, and the District shall immediately reimburse to the Developer all costs and expenses incurred in connection with this Agreement, including, but not limited to, all costs and expenses related to the Annexation, the Special Assessment Bonds, the Plans and the Improvements. Developer acknowledges that any delays or failure associated with the Annexation or the issuance of the Special Assessment Bonds that are not within the control of the District shall not result or be interpreted or construed as a default hereunder. In the event the District complies with all requirements to obtain the Annexation and proceed with its obligations for the issuance of Special Assessment Bonds and the Developer fails, through its own acts and omissions to timely perform its obligations under this Agreement, the District shall have the right to require the Developer to reimburse the District for any and all expenses and costs associated with this Agreement.

Section 6: SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and shall inure to the benefit of Developer and District, and their respective heirs, executors, receivers, trustees, successors and permitted assigns. Developer shall have the right to assign the Agreement to Lennar Homes, LLC or any affiliate of subsidiary without the prior consent of the District. Any other assignments of this Agreement shall be subject to the approval of the non-assigning party, not be unreasonably withheld.

Section 7: CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; 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 8: ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Developer, 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 9: CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and do not define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

Section 10: SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 11: EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such documents reasonably requested by the parties necessary

to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

Section 12: COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but the same instrument.

Section 13: 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 14: AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement, but every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 15: APPLICABLE LAW; VENUE. This Agreement is made and shall be construed under the laws of the State of Florida without regard to principles of conflicts of law, and venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

Section 16: COSTS AND FEES. If either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that each party shall bear its own attorneys' fees and costs incurred for trial, alternative dispute resolution, or appellate proceedings, except as may be otherwise expressly set forth in Section 4 of this Agreement.

Section 16: FORCE MAJEURE. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute or other matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days.

Section 17: NOTICE. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or electronic mail, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this Section); (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

If to the District: Century Gardens Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager
E-mail address: asilva@sdsinc.org

With copy to: 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.
E-mail Address: dlyles@bclmr.com

If to Developer: Silver Springs Lennar, LLC
700 NW 107th Avenue, Suite 400
Miami, Florida 33172
Attention: Carlos Gonzalez
E-mail Address: carlos.gonzalez@lennar.com

With a copy to: Holland & Knight LLP
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale FL 33301
Attn: Jonathan S. Marcus, Esq.
E-mail Address: jon.marcus@hklaw.com

The respective attorneys for Developer and the District are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the District and Developer have executed this Agreement as of the respective dates set forth below.

Attest:

**CENTURY GARDENS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Chairperson / Vice Chairperson

Date: _____, 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 of the **CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON NEXT PAGE]

Witnesses:

SILVER SPRINGS LENNAR, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Print Name

Title: _____

Date: _____, 2017

Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **SILVER SPRINGS LENNAR, LLC**, a Delaware limited liability company, on behalf of said company. He or she is personally known to me or has produced _____ as identification.

Notary Public
Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

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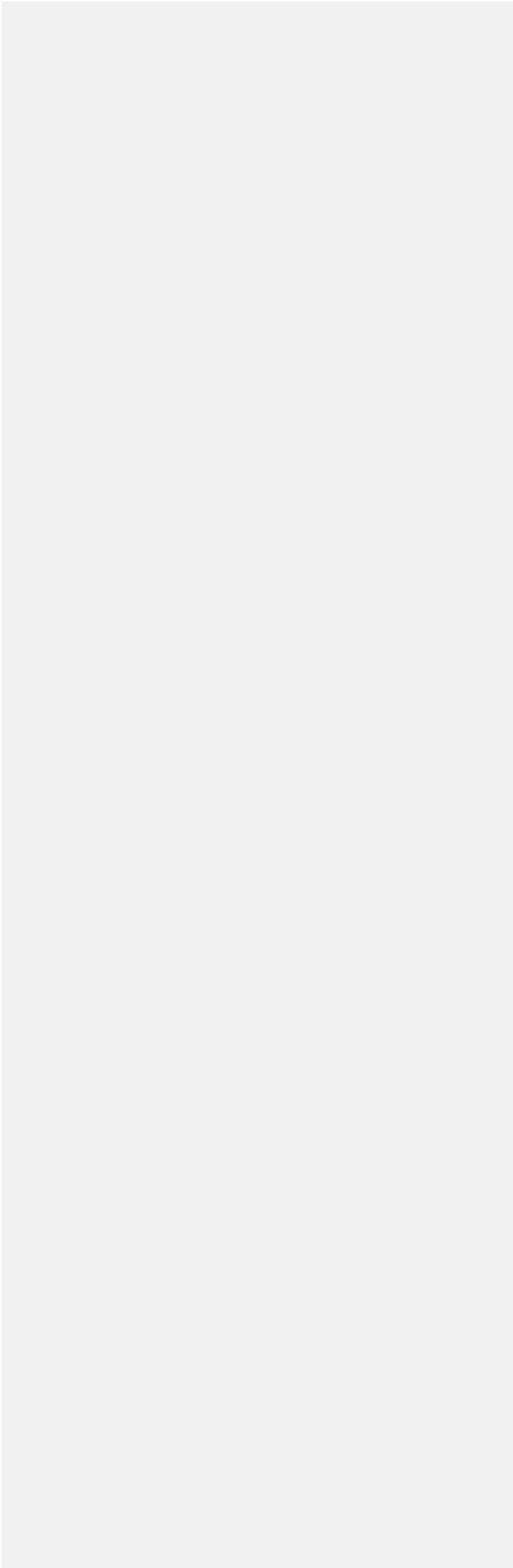


EXHIBIT "B"

List of Documents for Special Assessment Bonds

Trust Indenture

Escrow Deposit Agreement

Bond Placement Agreement

Assessment Resolutions

General and Closing Certificate of District

Arbitrage and Tax Certificate

Request Authorization and Authentication and Deliver of Bonds

Bond

True-Up Agreement

Bill(s) of Sale

Acquisition Agreement

Quit Claim Deed(s)

Assignment and Assumption Agreement

Developer Funding Agreement

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EXHIBIT "C"

Ownership and Maintenance Property Infrastructure

<u>FACILITY</u>	<u>FUNDED BY</u>	<u>OWNERSHIP</u>	<u>MAINTENANCE</u>
<u>Water Distribution</u>	<u>DISTRICT</u>	<u>WASD</u>	<u>WASD</u>
<u>Sanitary Sewer System</u>	<u>DISTRICT</u>	<u>WASD</u>	<u>WASD</u>
<u>Roadway Improvements</u>	<u>DISTRICT</u>		
<u>Stormwater Maintenance</u>	<u>DISTRICT</u>		

WASD=MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT

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Century Gardens CDD
Lawn and Landscape Maintenance Proposals

Proposer	Landscape Maintenance Services Included	Base Service Cost
Pan American Landscaping, LLC.	<ul style="list-style-type: none"> Turf areas to be mowed twenty-six (26) times per year, two (2) times per month with extra cuts in July and August.; Edging and weed control during each scheduled service; Hedges, shrubs and ground covers shall be trimmed twelve (12) times per year; Contractor shall conduct a wet-test inspection of the irrigation system on a monthly basis, for a total of twelve (12) services per year; Debris pickup (palm fronds, paper products, bags, etc.) during regularly scheduled service visits and two (2) additional debris removal service during off-weeks (includes emptying of doggy waste stations and garbage receptacles). 	\$26,670.00
Superior Landscaping and Lawn Services, Inc.		\$28,560.00
SFM Services, Inc.		\$30,080.00
A & D The Gardening People, Inc.		\$31,200.00

Proposer	Fertilization and Fumigation Services Included	Cost
Pan American Landscaping, LLC.	<ul style="list-style-type: none"> Apply granular fertilizer to the Royal Palms located along NW 179th Lane in the center islands; Whitefly fumigation/treatment for approximately eight-hundred (800) linear feet of Ficus hedge along 87th Avenue. 	Fertilization: \$360.00 Fumigation: \$450.00
Superior Landscaping and Lawn Services, Inc.		Fertilization: \$900.00 Fumigation: \$1,160.00
SFM Services, Inc.		Fertilization: \$495.00 Fumigation: \$1,088.55
A & D The Gardening People, Inc.		Fertilization: \$400.00 Fumigation: -

Century Gardens
Community Development District

**Financial Report For
October 2017**

Century Gardens Community Development District
Budget vs. Actual
October 2017

	<u>Oct 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.100 · Administrative Assessments	0.00	56,786.00	-56,786.00	0.0%
363.101 · Maintenance Assessments	0.00	75,793.00	-75,793.00	0.0%
363.811 · Debt Assessments - Series 2007	0.00	81,002.00	-81,002.00	0.0%
363.812 · Debt Assessments (Series 2014)	0.00	343,527.00	-343,527.00	0.0%
363.821 · Payment To Trustee-Series 2007	0.00	-76,385.00	76,385.00	0.0%
363.822 · Payment To Trustee - 2014	0.00	-322,915.00	322,915.00	0.0%
363.830 · County Appraiser & Tax Col Fees	0.00	-11,061.00	11,061.00	0.0%
363.831 · Discounts For Early Payments	0.00	-22,123.00	22,123.00	0.0%
369.401 · Interest Income	0.00	60.00	-60.00	0.0%
369.402 · Carryover From Prior Year	0.00	12,850.00	-12,850.00	0.0%
Total Income	<u>0.00</u>	<u>137,534.00</u>	<u>-137,534.00</u>	<u>0.0%</u>
Expense				
511. · Professional Fees				
511.310 · Engineering/Inspections	0.00	2,000.00	-2,000.00	0.0%
511.315 · Legal Fees	0.00	9,000.00	-9,000.00	0.0%
511.320 · Audit Fees	0.00	3,000.00	-3,000.00	0.0%
Total 511. · Professional Fees	<u>0.00</u>	<u>14,000.00</u>	<u>-14,000.00</u>	<u>0.0%</u>
511.301 · Lawn Maintenance	7,456.24	25,000.00	-17,543.76	29.83%
511.302 · Aquatic Lake Maintenance	350.00	3,275.00	-2,925.00	10.69%
511.303 · Preserve Area	0.00	1,970.00	-1,970.00	0.0%
511.304 · Improvements-Landscape/Forestry	0.00	12,700.00	-12,700.00	0.0%
511.306 · Imp-Entry Feature/Reserve Cont	0.00	5,000.00	-5,000.00	0.0%
511.307 · Irrigation Maintenance	0.00	5,000.00	-5,000.00	0.0%
511.308 · Miscellaneous Maintenance	885.00	3,000.00	-2,115.00	29.5%
511.309 · Electricity	258.14	3,300.00	-3,041.86	7.82%
511-310 · Palm Treatment - Maint. Replace	0.00	10,000.00	-10,000.00	0.0%
511.311 · Management Fees	2,192.00	26,304.00	-24,112.00	8.33%
511.312 · Secretarial Fees	350.00	4,200.00	-3,850.00	8.33%
511.318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
511.450 · Insurance	5,610.00	5,610.00	0.00	100.0%
511.480 · Legal Advertisements	0.00	550.00	-550.00	0.0%
511.512 · Miscellaneous	138.46	1,000.00	-861.54	13.85%
511.513 · Postage and Delivery	11.22	350.00	-338.78	3.21%
511.514 · Office Supplies	2.40	800.00	-797.60	0.3%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	7,300.00	-7,300.00	0.0%
511.734 · Continuing Disclosure-Series 04	0.00	500.00	-500.00	0.0%
511.750 · Website Management	125.00	1,500.00	-1,375.00	8.33%
Total Expense	<u>17,553.46</u>	<u>137,534.00</u>	<u>-119,980.54</u>	<u>12.76%</u>
Net Income	<u><u>-17,553.46</u></u>	<u><u>0.00</u></u>	<u><u>-17,553.46</u></u>	<u><u>100.0%</u></u>

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OCTOBER 2017**

	Annual Budget 10/1/17 - 9/30/18	Actual Oct-17	Year To Date Actual 10/1/17 - 10/31/17
REVENUES			
Administrative Assessments	56,786	0	0
Maintenance Assessments	75,793	0	0
Debt Assessments (Series 2007)	81,002	0	0
Debt Assessments (Series 2014)	343,527	0	0
Other Revenues	0	0	0
Interest Income	60	0	0
Total Revenues	\$ 557,168	\$ -	\$ -
ADMINISTRATIVE EXPENDITURES			
Management	26,304	2,192	2,192
Secretarial	4,200	0	0
Legal	9,000	350	350
Assessment Roll	6,000	0	0
Audit Fees	3,000	0	0
Arbitrage Rebate Fee	0	0	0
Insurance	5,610	5,610	5,610
Legal Advertisements	550	0	0
Miscellaneous	1,000	139	139
Postage	350	11	11
Office Supplies	800	2	2
Dues & Subscriptions	175	175	175
Trustee Fee	7,300	0	0
Continuing Disclosure Fee	500	0	0
Website Management	1,500	125	125
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 66,289	\$ 8,604	\$ 8,604
MAINTENANCE EXPENDITURES			
Lawn/Landscape Maintenance	25,000	7,456	7,456
Aquatic Lake Maintenance	3,275	350	350
Preserve Area	1,970	0	0
Irrigation Maintenance	5,000	0	0
Miscellaneous Maintenance	3,000	885	885
Electricity	3,300	258	258
Engineering/Inspections	2,000	0	0
Palms Treatment - Maintenance/Replacement	10,000	0	0
Improvements - Landscape/Forestry	12,700	0	0
Improvements - Reserve Contingency	5,000	0	0
Total Improvements	17,700	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 71,245	\$ 8,949	\$ 8,949
Total Expenditures	\$ 137,534	\$ 17,553	\$ 17,553
Revenues Less Expenditures	\$ 419,634	\$ (17,553)	\$ (17,553)
Payment To Trustee (Series 2007)	(76,385)	0	0
Payment To Trustee (Series 2014)	(322,915)	0	0
Balance	\$ 20,334	\$ (17,553)	\$ (17,553)
County Appraiser & Tax Collector Fee	(11,061)	0	0
Discounts For Early Payments	(22,123)	0	0
Excess/ (Shortfall)	\$ (12,850)	\$ (17,553)	\$ (17,553)
Carryover From Prior Year	12,850	0	0
Net Excess/ (Shortfall)	\$ -	\$ (17,553)	\$ (17,553)
Bank Balance As Of 9/30/17	\$ 105,796.17		
Funds Received: 10/1/17 - 10/31/17	\$ -		
Disbursements: 10/1/17 - 10/31/17	\$ 17,493.85		
Bank Balance As Of 10/31/17	\$ 88,302.32		
Accounts Payable As Of 10/31/17	\$ 12,033.46		
Accounts Receivable As Of 10/31/17	\$ -		
Available Funds As Of 10/31/17	\$ 76,268.86		
Estimated Fund Balance As Of 10/31/17	\$ 80,972.32		
Estimated Fiscal Year 2017/2018 Carryover Budget	\$ 12,850.00		
Estimated Reserve Funds As Of 10/31/18	\$ 68,122.32		

**Century Gardens CDD
Expenditures
October 2017**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Expenditures					
511.301 · Lawn Maintenance					
Total 511.301 · Lawn Maintenance	10/30/2017	80016	Squires Enterprises Inc DBA Turf Mgmt	October lawn maintenance 10/9, 10/17, 10/27 and dog station clean up	7,456.24
511.302 · Aquatic Lake Maintenance					
Total 511.302 · Aquatic Lake Maintenance	10/01/2017	129868	Allstate Resource Management, Inc.	lake & mitigation mgmt services & debris removal services Oct 2017	350.00
511.308 · Miscellaneous Maintenance					
Total 511.308 · Miscellaneous Maintenance	10/12/2017	1779	The Pressure Cleaning Man	inv# 1779 pressure cleaning sidewalks	885.00
511.309 · Electricity					
Total 511.309 · Electricity	10/30/2017	35587-17153	FPL	Acct# 35587-17153 for services on (9/28/17-10/30/17)	258.14
511.311 · Management Fees					
Total 511.311 · Management Fees	10/31/2017	2017-2922	Special District Services	inv# 2017-2922 Management Fee October 2017	2,192.00
511.312 · Secretarial Fees					
Total 511.312 · Secretarial Fees	10/31/2017	2017-2922	Special District Services	October 2017 Secretarial Fee	350.00
511.450 · Insurance					
Total 511.450 · Insurance	10/01/2017	5926	Egis Insurance & Risk Advisors	Inv# 5926 Policy# 100117025 10/1/17-10/1/2018	5,610.00
511.512 · Miscellaneous					
Total 511.512 · Miscellaneous	10/19/2017	11/14/17	Mater Gardens, Inc.	Meeting Room Reservation for 11/14/17	60.00
511.513 · Postage and Delivery					
Total 511.513 · Postage and Delivery	10/31/2017	2017-2922	Special District Services	Sept 2017 travel	74.92
511.514 · Office Supplies					
Total 511.514 · Office Supplies	10/31/2017	2017-2922	Special District Services	Sept 2017 conference calls	3.54
511.540 · Dues, License & Subscriptions					
Total 511.540 · Dues, License & Subscriptions	10/31/2017	2017-2922	Special District Services	Sept 2017 postage	3.22
511.750 · Website Management					
Total 511.750 · Website Management	10/02/2017	70591	Department of Economic Opportunity	Inv# 70591 FY 2017/2018 Special District Fee	8.00
Total Expenditures	10/31/2017	2017-2922	Special District Services	October 2017 Website fee	11.22
					2.40
					2.40
					175.00
					175.00
					125.00
					125.00
					17,553.46

**Century Gardens Community Development District
Check Register
October 2017**

Check Number	Date	Name	Amount
3074	10/01/2017	ALM Media, LLC	109.80
3075	10/01/2017	Billing, Cochran, Lyles, Mauro, & Ramsey	500.00
3076	10/01/2017	Egis Insurance & Risk Advisors	5,610.00
3077	10/01/2017	Special District Services	9,287.70
3078	10/06/2017	Crespo Lawn Service, Inc.	220.00
3079	10/06/2017	FPL	146.35
3080	10/19/2017	A & D The Gardening People Inc	300.00
3081	10/19/2017	Allstate Resource Management, Inc.	350.00
3082	10/19/2017	Alvarez Engineers, Inc.	850.00
3083	10/19/2017	Mater Gardens, Inc.	120.00
TOTAL			17,493.85

**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
2017-2018**

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maintenance Assessment Income (Before Discounts & Fees)	Series 2007 Debt Assessment Income (Before Discounts & Fees)	Series 2014 Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maintenance Assessment Income (After Discounts & Fees)	Series 2007 Debt Assessment Income (After Discounts & Fees)	Series 2014 Debt Assessment Income (After Discounts & Fees)	Series 2007 Debt Assessment Paid to Trustee	Series 2014 Debt Assessment Paid to Trustee
									\$557,108	\$56,786	\$75,793	\$81,002	\$343,527	\$56,786	\$75,793	\$81,002	\$343,527		
									\$523,924	\$53,379	\$71,245	\$76,385	\$322,915	\$53,379	\$71,245	\$76,385	\$322,915	\$76,385	\$322,915
1		No Tax Collections In							\$									\$	\$
2		In October 2017							\$									\$	\$
3									\$									\$	\$
4									\$									\$	\$
5									\$									\$	\$
6									\$									\$	\$
7									\$									\$	\$
8									\$									\$	\$
9									\$									\$	\$
10									\$									\$	\$
11									\$									\$	\$
12									\$									\$	\$
13									\$									\$	\$
14									\$									\$	\$
15									\$									\$	\$
16									\$									\$	\$
17									\$									\$	\$
18									\$									\$	\$
19									\$									\$	\$
20									\$									\$	\$
					\$0.00				\$									\$	\$

Assessment Roll = 561,746.89
2014 Debt On Roll = 348,166.80

Note: \$557,108, \$56,786, \$75,793, \$81,002 and \$343,723 are 2017/2018 budgeted assessments before discounts and fees.
\$523,924, \$53,379, \$76,385, \$76,385 and \$322,915 are 2017/2018 budgeted assessments after discounts and fees.

\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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