



**CENTURY GARDENS VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 6, 2018  
6:30 P.M.**

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

[www.centurygardensvillagecdd.org](http://www.centurygardensvillagecdd.org)

305.777.0761 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CENTURY GARDENS VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Century Gardens Village Community Clubhouse Meeting Room  
8990 S.W. 152<sup>nd</sup> Path  
Miami, Florida 33196  
**REGULAR BOARD MEETING**  
September 6, 2018  
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 3, 2018 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
  - 1. Staff Report as Required
- H. New Business
  - 1. Discussion Regarding Traffic Que Study Proposal Regarding Potential Installation of Arm Gates...Page 8
  - 2. Discussion Regarding Potential Installation of Electrical Outlets within District Medians
  - 3. Discussion Regarding Painting of Yellow Fire Hydrants and Bollards
  - 4. Discussion Regarding Tree Trimming – Cost-Share with HOA
  - 5. Discussion Regarding Defoe Litigation and Discussion Regarding Proposed Settlement.....Page 11
- I. Administrative & Operational Matters
  - 1. Staff Report as Required
- J. Board Member & 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 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

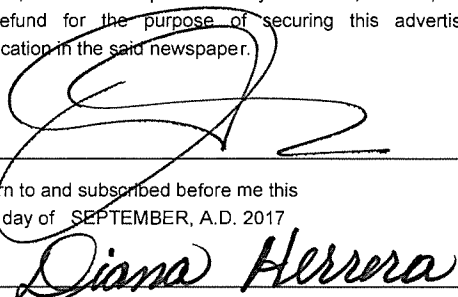
## CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

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

09/20/2017

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  
20 day of SEPTEMBER, A.D. 2017

  
\_\_\_\_\_

(SEAL)

MARIA MESA personally known to me



## CENTURY GARDENS VILLAGE 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 Village Community Development District (the "District") will hold Regular Meetings in the Century Gardens Village Community Clubhouse Meeting Room located at 8990 SW 152nd Path, Miami, Florida 33198 at 6:30 p.m. on the following dates:

October 5, 2017  
November 2, 2017  
December 7, 2017  
February 1, 2018  
March 1, 2018  
April 5, 2018  
May 3, 2018  
June 7, 2018  
September 8, 2018

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4822 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 Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4822 at least seven (7) days prior to the date of the particular meeting.

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

CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

[www.centurygardensvillagecdd.org](http://www.centurygardensvillagecdd.org)

9/20

17-11/0000258851M

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

**A. CALL TO ORDER**

District Manager Armando Silva called the May 3, 2018, Regular Board Meeting of the Century Gardens Village Community Development District (the “District”) to order at 6:35 p.m. in the Century Gardens Village Clubhouse Meeting Room located at 8990 SW 152<sup>nd</sup> Path, Miami, Florida 33196.

**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 September 20, 2017, as part of the District’s Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Silva determined that the attendance of Chairperson Dwight Witter, Vice Chairperson Paola Mastrodomenico and Supervisor Licette Conde-Matos 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 Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others present included the following: Yenfa Arias, Miami, Florida

**D. ELECTION OF OFFICERS**

Mr. Silva stated that it has been brought to his attention that he is not the Secretary/Treasurer for the Board of Supervisors of the District. As a result, the following names were provided for election:

- Chairperson – Dwight Witter
- Vice Chairperson – Paola Mastrodomenico
- Secretary/Treasurer – Armando Silva
- Assistant Secretaries – Licette Conde, Catherine Burns, Gloria Perez and Neil Kalin

A discussion ensued after which:

A **motion** was made by Ms. Mastrodomenico, seconded by Mr. Witter and unanimously passed to *elect* the officers of the Century Gardens Village Community Development District Board of Supervisors, as listed above.

**E. ADDITIONS OR DELETIONS TO AGENDA**

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

Ms. Mastrodomenico and Ms. Conde-Matos requested that the following items be added to the agenda:

- Repainting of Traffic Markings
- Installation of Soft Gates within the District
- Installation of Electrical Outlets for Holiday Lighting

Mr. Silva acknowledged the requests and stated that the aforementioned items would be discussed after agenda item G.3. (New Business).

**F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Ms. Yenfa Arias (resident of the District) requested that the Board consider the relocation of a right-turn traffic sign that was located near residence. Ms. Arias stated that she is considering the expansion of her driveway pavers and the street sign will interfere with the entrance/exit of vehicles into the driveway. A discussion ensued after which the Board consensus was to have the street sign relocated a few feet east to allow the vehicle to travel in and out of the driveway without potentially hitting the street sign.

**G. APPROVAL OF MINUTES**

**1. March 1, 2018, Regular Board Meeting**

Mr. Silva presented the minutes of the March 1, 2018, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Ms. Mastrodomenico, seconded by Ms. Conde-Matos and unanimously passed to approve the minutes of the March 1, 2018, Regular Board Meeting, as presented.

*Note: At approximately 6:55 p.m., Mr. Silva recessed the regular meeting and simultaneously opened the public hearing.*

**J. PUBLIC HEARING**

**1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Daily Business Review* on April 13, 2018, and April 20, 2018, as legally required.

**2. Receive Public Comment on Fiscal Year 2018/2019 Final Budget**

Mr. Silva opened the public comment portion of the public hearing to receive comments on the 2018/2019 fiscal year final budget and non-ad valorem special assessments. There being no additional comments from the public on the 2018/2019 fiscal year budget and assessments, Mr. Silva closed the public comment portion of the Public Hearing.

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

**3. Consider Resolution 2018-02 – Adopting a Fiscal Year 2018/2019 Final Budget**

Resolution No. 2018-02 was presented, entitled:

**RESOLUTION NO. 2018-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT APPROVING AND ADOPTING A FISCAL YEAR  
2018/2019 FINAL BUDGET INCLUDING NON-AD VALOREM  
SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE  
DATE.**

Mr. Silva read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2018/2019 final budget and the non-ad valorem special assessment tax roll. For public review purposes, a copy of the tax roll was provided at the meeting. Furthermore, Mr. Silva stated that the debt service payment on the Series 2007 Bonds, due May 1, 2018, had been paid in full and on time to the District's Trustee. A discussion ensued after which;

A **motion** was made by Ms. Mastrodomenico, seconded by Mr. Witter and unanimously passed to approve and adopt Resolution No. 2018-03, *as presented*; thereby setting the fiscal year 2018/2019 final budget and non-ad valorem special assessment tax roll.

***Note:** At approximately 7:02 p.m., Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Meeting.*

**K. OLD BUSINESS**

**1. Ratify Actions Taken by District Manager Regarding Sidewalk Repairs**

Mr. Silva informed the Board members that the District engaged Florida Sidewalk Solutions LLC. to grind down approximately one hundred and forty six (146) sidewalk locations throughout the District. A Small Project Agreement was executed between the District and Florida Sidewalk Solutions and the total cost of the project was \$12,506.40. The aforementioned engagement with Florida Sidewalks Solutions was performed due to the urgent nature of the situation. A discussion ensued after which;

A motion was made by Ms. Mastrodomenico, seconded by Ms. Conde-Matos and unanimously passed, ratifying the actions taken by District Management with regards to engaging Florida Sidewalk Solutions LLC for the repair of 146 raised sidewalks within the District.

**2. Staff Report, as Required**

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

There was no Staff Report at this time.

**L. NEW BUSINESS**

**1. Discussion Regarding Pressure Cleaning Quotes**

Mr. Silva presented a matrix, which compared the cost of two (2) pressure cleaning contractors. The contractors were asked to quote on a similar scope of services which included pressure cleaning District sidewalks, valley gutters and curbs. A discussion ensued after which;

A **motion** was made by Ms. Mastrodomenico, seconded by Ms. Conde-Matos and unanimously passed to engage The Pressure Cleaning Man to perform regular pressure cleaning services during the month of October 2018 for an amount not to exceed \$7,616.

**2. Consider Resolution No. 2018-03 – Adopting a Fiscal Year 2018/2019 Meeting Schedule**

Mr. Silva presented Resolution No. 2018-03, entitled:

**RESOLUTION NO. 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CENTURY GARDENS VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR  
MEETING SCHEDULE FOR FISCAL YEAR 2018/2019 AND  
SETTING THE TIME AND LOCATION OF SAID DISTRICT  
MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Silva provided an explanation for the document. A discussion ensued after which;

A **motion** was made by Ms. Mastrodomenico, seconded by Ms. Conde-Matos and unanimously passed to approve and adopt Resolution No. 2018-03, *as presented*; thereby setting the 2018/2019 regular meeting schedule and authorizes the publication of the annual meeting schedule, as required by law.

**3. Consider Resolution No. 2018-04 – Adopting a Statewide Mutual Aid Agreement**

Resolution No. 2018-04 was presented, entitled:

**RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE CENTURY GARDENS VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT, STATE**

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

**OF FLORIDA, APPROVING THE FLORIDA  
STATEWIDE MUTUAL AID AGREEMENT;  
PROVIDING FOR SEVERABILITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Silva provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Mr. Witter, seconded by Ms. Conde-Matos and unanimously passed to adopt Resolution No. 2018-04, as *presented*, and authorizes District Officials to execute the Mutual Aid Agreement as required.

**M. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Statement of Financial Interests (Disclosure) – 2017 Form 1 – Filing  
Deadline: July 2, 2018**

The Board Members were reminded of the importance of completing and mailing to the Supervisor of Elections within the County of residency their individual 2017 Form 1 Statement of Financial Interests. It was noted that the 2017 Form 1 was expected to be mailed to the Board Members sometime this month.

**2. Announcement of Candidate Qualifying Period: Noon June 18, 2018 – Noon  
June 22, 2018**

Mr. Silva informed the Board members the candidate qualifying period to run for the District election on the general election ballot would be from noon on June 18, 2018 through noon on June 22, 2018. Terms of office are expiring in Seats #3, 4 & 5.

**3. Add-On: Discussion Regarding Repainting Traffic Markings**

Ms. Mastrodomenico requested that the District look into repainting the traffic markings within the District right of way. Mr. Silva stated that before the meeting, he drove around the District and noticed that the only traffic markings that require repainting are the traffic markings within the parallel parking areas and lots. Mr. Silva will provide a proposal for repainting the traffic markings at an upcoming meeting.

**4. Add-On: Discussion Regarding Potential Installation of Soft Gates**

Ms. Conde-Matos requested that the District inquire regarding the potential of installing soft gates in the entrance points of the District. Mr. Silva stated that this requirements that would not be met according to Miami-Dade County regulations and car stacking requirements. A discussion ensued after which the Board consensus was to not take any action with this topic.



**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING& PUBLIC HEARING  
MAY 3, 2018**

**5. Add-On: Discussion Regarding Addition of Electrical Outlets for Holiday Lighting**

Ms. Mastrodomenico requested that the District explore the possibility of adding electrical outlets in the medians located along SW 89 Terrace between SW 152 Avenue & SW 152 Path and between SW 153 Court & SW 153 Lane for the purpose of holiday lighting. Mr. Silva acknowledged the request and will provide more information at an upcoming meeting.

**N. BOARD MEMBER & STAFF CLOSING COMMENTS**

Mr. Silva stated that there was a vacancy in Seat #1 and asked if there were any interested persons who would like to serve on the Board of Supervisors of the District. Ms. Yenfa Arias a qualified elector and resident of the District, stated that she was interested in serving on the Board of Supervisors of the District. A discussion ensued after which:

A **motion** was made by Ms. Mastrodomenico, seconded by Mr. Witter and unanimously passed to appoint Ms. Mastrodomenico to the remaining 4-year term of office in Seat #1 and such term of office shall expire in November 2020.

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Ms. Arias and reminded the appointed Board Member of her duties and responsibilities with emphasis on the Sunshine Law, Financial Disclosure, Public Records Law and the Code of Ethics for Public Officials.

**O. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Witter, seconded by Ms. Mastrodomenico and unanimously passed to adjourn the Regular Board Meeting at 7:44 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

August 15, 2018



Armando Silva  
Special District Services, Inc.  
District Manager

RE: Traffic Queue Study of Installation of Arm Gates for Century Gardens Village

**CALTRAN Engineering Group, Inc. (CALTRAN)** is pleased to submitting the following proposal to provide engineering services to complete a Queue Study for the proposed Arm Gates installation for the Century Gardens Village located at 8990 S.W. 152<sup>nd</sup> Path, Miami, FL 33196.

### **Traffic Study Contract**

THIS AGREEMENT (this “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **CALTRAN Engineering Group, Inc.**, (“Consultant”) whose mailing address is 790 NW 107 Avenue, Suite 200, Miami, FL 33172 and \_\_\_\_\_, (“Client”) whose mailing address is \_\_\_\_\_

#### **Article I. Term**

The Scope of Work shall commence no later than 5 days after mutual execution of this Agreement (the “Commencement Date”). The Work shall be completed in within 4 to 5 calendar weeks after the Commencement Date.

#### **Article II. Scope of Work**

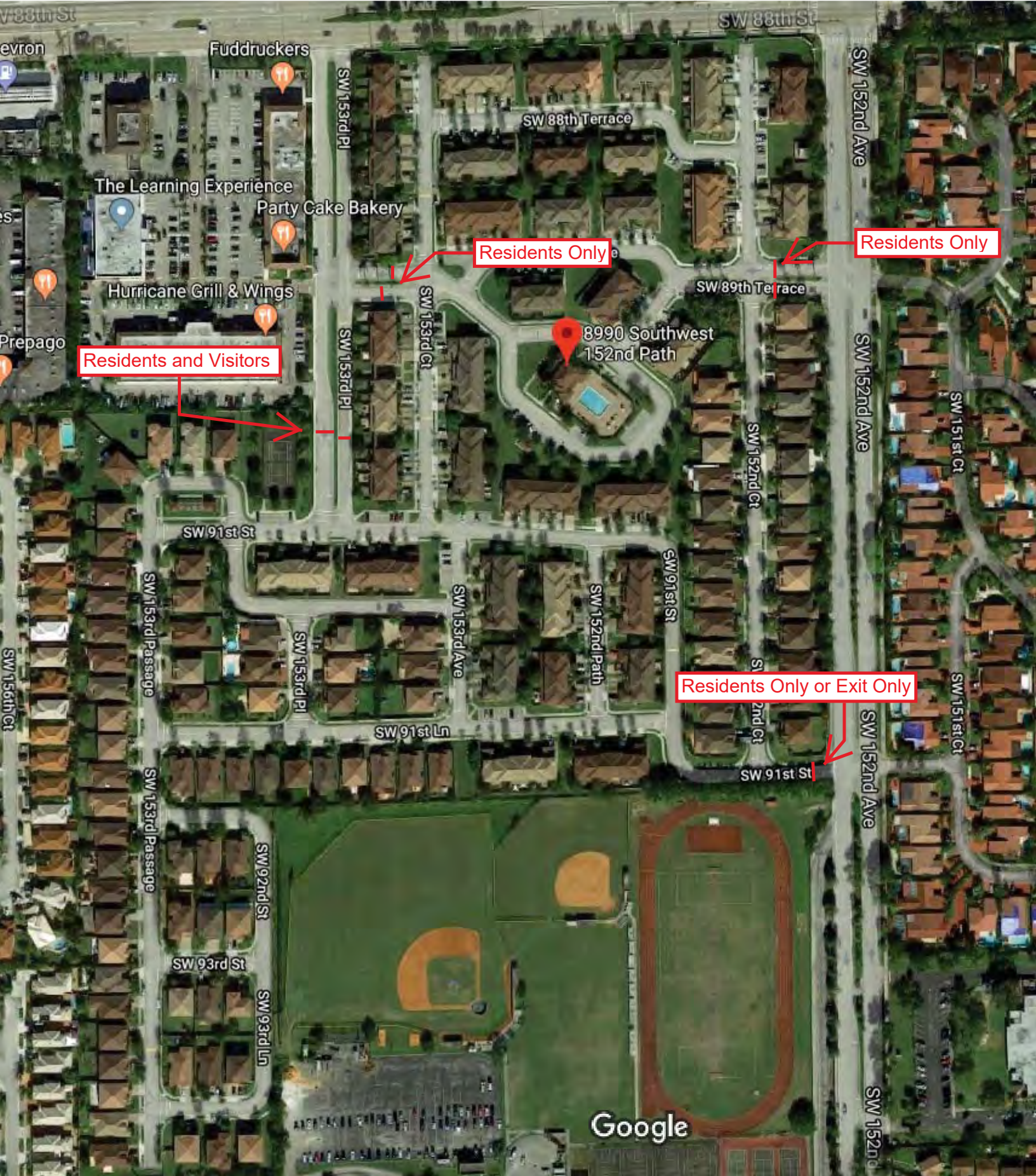
In order to prepare a traffic queue analysis for the proposed arm gates at four locations in conformance with the FDOT and Miami-Dade County latest standards and specifications, the following tasks will be performed:

- Assessment of the impact area and review of proposed methodology meeting with the County.
- Conduct 72-hour Machine Count (Starting after August 27<sup>th</sup> Miami-Dade Schools opening day) at the following 4 proposed gate location (On a typical Tuesday to Thursday):
  - ✓ S.W. 153<sup>rd</sup> Pl., north of S.W. 91<sup>st</sup> Street
  - ✓ Community Entrance located between S.W. 153<sup>rd</sup> Pl. and S.W. 153<sup>rd</sup> Ct.
  - ✓ S.W. 91<sup>st</sup> Street west of S.W. 152<sup>nd</sup> Avenue
  - ✓ S.W. 89<sup>th</sup> Terrace west of S.W. 152<sup>nd</sup> Avenue
- Estimate trip generation and distribution of the existing community to the ingress/egress gates based on the collected data for AM and PM peak hours, also estimating the re-distribution due to installation of gates for the future build out condition
- Perform a traffic analysis (95<sup>th</sup> %ile queue length) and area implications considering an approach of the scenarios:

- **Scenario 1 – Existing Condition:** The evaluation of the existing counts and factors (i.e. Seasonal Factors) included
- **Scenario 2 – Future Build Out:** The evaluation of future traffic with applied growth factor and also considering the Arm Gates are installed at 4 (four) proposed locations.
- Up to four meetings as necessary to include the Client/County/FDOT
- Present complete final documentation (2 hard-copy reports and digital files)
- Support the application process for special features with the Miami-Dade Zoning department. This application includes architectural drawings that are not included as part of this proposal.

**Article III. Fee Proposal**

- 3.01** Based on the above tasks, CALTRAN can complete this study for a lump sum cost of **\$6,800.00**. This fee is contingent to the scope items approval by regulatory entities, if additional scope is required a supplemental fee will be negotiated as an amendment to this contract.
- 3.02** Subject at all times to the other requirements and limitations set forth in this Agreement, Client agrees to make Progress Payments to Consultant in the following manner
- a) 50% of the Contract Price due within ten (10) business days of mutual execution of this Agreement, which shall be held as a retainer fee and shall be applied against the final invoice.*
  - b) 50% of the Contract Price shall be due upon completion of study.*
- 3.03** These figures are limited to the proposed scope and do not include any substantial direct expenses, changes in site plans, participation in meetings or negotiations not related to the scope, as well as, potential comments generated by stakeholders which may take place after 6 months of CALTRAN final submittal.
- 3.04** At such time as Consultant shall desire to obtain any Progress Payment, Consultant shall deliver to Client a request for disbursement (each being hereinafter referred to as a “Request”) which shall be paid to Consultant in accordance with this Agreement; provided that Consultant provides to Client partial releases of lien and waivers for the Scope of Work completed by Consultant as of the date of the Request.
- 3.05** Consultant’s signature and submittal of a Request shall comprise Consultant’s certification that the Scope of Work for which payment is requested has been completed in accordance with this Agreement and has been fully paid for or will be fully paid for with the proceeds of the requested advance.
- 3.06** Subject at all times to the other requirements and limitations hereof, Client shall make payment to Consultant not later than fifteen (15) days after Client receives a properly completed Request for Progress Payment from Consultant. Payments outstanding beyond such 15 day period shall incur an interest of 15% per annum or the highest rate allowed by law, whichever is greater, until such time as the outstanding amount is paid in full, in addition to any fees or expenses (including but not limited to reasonable attorneys’ fees and court costs) incurred by Consultant in attempting to collect the overdue payment.



Residents and Visitors

Residents Only

Residents Only

Residents Only or Exit Only

Google

**FULL AND FINAL SETTLEMENT AGREEMENT**

This Master Settlement Agreement is entered into by Plaintiff, ANNA MARIE DEFE0, and Defendants A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT, BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT, BAYTREE COMMUNITY DEVELOPMENT DISTRICT, BEELINE COMMUNITY DEVELOPMENT DISTRICT, BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT, CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, CENTURY GARDENS COMMUNITY CONTROL DISTRICT, CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT, COCO PALMS COMMUNITY DEVELOPMENT DISTRICT, CUTLER CAY COMMUNITY CONTROL DISTRICT, FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, HAMAL COMMUNITY DEVELOPMENT DISTRICT, MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT, NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT, OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT, STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT, THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT, TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT, WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT, in full settlement of any and all claims being made in the twenty-three litigation cases listed in Exhibit “A.”

By executing this Settlement Agreement of all claims, Plaintiff DeFeo acknowledges being of lawful age and sound mind, and does hereby fully and completely release and discharge each of the above named Defendants, EGIS Insurance and Risk Advisors, Florida Insurance Alliance, their affiliated companies and entities, each of their shareholders, predecessors and persons or entities, directly or indirectly controlling them, and each of their respective agents, officers, directors, employees, representatives, successors and assigns and all persons acting by, through, under, or in concert with any of them, collectively hereinafter referred to as “Defendants” from any and all claims, rights and actions whatsoever related to or arising out of the claim described below.

This agreement is mutually agreed upon and states as follows:

1. Plaintiff DEFEO does hereby and for her heirs, executors, privies, and assigns, release, discharge and acquit all Defendants, as listed in Exhibit “A” as well as all entities identified in Exhibit “B” attached to this Settlement Agreement, from any all claims asserted or claims that may have been asserted before an arbitration panel or in any lawsuit filed in any court of this state arising out of or related to alleged violations of either the Americans With Disabilities Act (‘ADA’), Section 504 of the Rehabilitation Act, or any Federal or law of the State of Florida.

2. As a result of this settlement, Defendants agree to comply with the Americans with Disabilities Act (ADA) 42 U.S. Code § 12131 and Section 504 of the Rehabilitation Act as applied to Defendants’ website within eighteen (18) months of execution of this agreement. Specifically, Defendants will make changes to code for imagery that is lacking alternative text coding and not compatible with Screen Reader Software. Plaintiff suggests, but does not require, that Defendants convert scanned pdfs that are not compatible with screen reader software to HTML or RTF format. The conversion of pdfs to accessible format does not require that Defendants apply this agreement retroactively to existing records but requires that all public records posted to Defendants’ website at the end of the 18-month period of remediation be alternatively available in an accessible format.

3. Defendants will use a method of its choosing to make its website compliant including, but not limited to, the use of their own agents or officers to make the website accessible and/or the use or hiring of an independent consultant.

4. Defendants will pay the total sum of Fifty Thousand Dollars (\$50,000.00) inclusive of and all attorney’s fees or costs, payment for which shall be made payable to plaintiff’s attorney, Alberto R. Leal, Esquire, no later than thirty (30) days after the last Defendant executes this agreement. Payment shall be issued by check to be mailed to plaintiff’s attorney’s office address at 9314 Forest Hill Blvd., #62, Wellington, FL 33411 to be made payable to The Leal Law Firm, P.A. pursuant to 42 U.S.C. § 12205, 28 CFR § 36.505 and 29 U.S. Code § 794a(b) as is provided by the ADA and The Rehabilitation Act.

5. Defendants shall update their current accessibility statement on their websites to include a phone number and e-mail address for disabled users to contact for support within 18 months of execution of this agreement.

6. In consideration of the monetary and non-monetary considerations set forth in this Settlement Agreement, Plaintiff will seek a stay or abatement of all twenty-three litigation cases and will cease prosecution of each and every claim or case made against these Defendants or currently filed with a court of jurisdiction at the time of execution of this agreement by filing a voluntary notice of dismissal with prejudice.

7. Plaintiff further agrees that in exchange for the consideration being provided in this settlement, Plaintiff will either dismiss with prejudice any previously filed lawsuit, or refrain from bringing a lawsuit under the ADA, Section 504 of the Rehabilitation Act or any other Federal or State law or act against each and every named Community Development District listed in Exhibit 'A' and Exhibit "B" attached and incorporated by reference to this Settlement Agreement.

8. All provisions of this Settlement Agreement are contractual in nature, and not mere recitals only, and the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

9. The Parties agree that they will work cooperatively to resolve any issues, concerns, and/or disputes regarding the Parties' respective obligations under this agreement. Accordingly, the Parties agree that any such issues, concerns, or disputes shall be put in writing, detailing with factual particularity the alleged noncompliance, and that the other Party shall be given thirty (30) days to respond in writing to such issues, concerns, or disputes, before any enforcement action can be commenced. The requirements of this Paragraph are a condition precedent to the Parties instituting any legal proceedings against the other parties to this Settlement Agreement for any alleged breach of this agreement.

10. The Parties agree to refrain from making disparaging comments or communications about each other, the attorneys involved and this settlement agreement in the interest of preserving civility and professionalism. Additionally, the parties acknowledge that the settlement of this lawsuit is the compromise of doubtful and disputed claims, and that the payment made is not to be construed as an admission of liability, fault or coverage on the part of any party hereby released, and that Releasees deny liability therefore and intend merely to avoid litigation and buy peace.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law and any suit arising as a result of a breach of this agreement shall be filed in the Federal Court for the United States, Southern District. Should a breach occur of this agreement, the prevailing party shall be awarded reasonable attorney's fees.

12. As a result of this settlement and upon execution of this agreement, The Parties release and discharge each other and their agents, employees, officers, directors, shareholders, members, attorneys, accountants, parents, subsidiaries, affiliates, assigns, independent contractors, successors, heirs, predecessors in interest, joint ventures, and commonly-controlled companies for all claims which were raised or could have been raised in the Lawsuit.

13. It is further understood that this settlement is contingent upon, and will not become effective, until such time as each Defendant's governing Board notices and meets pursuant to Florida law to formally vote upon said settlement.

#### **FULL UNDERSTANDING AND AGREEMENT**

**EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT, AND THAT SUCH PARTY HAS**



**DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.**

**EXECUTION AND EFFECTIVE DATE**

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement on the dates set forth under their respective names, to be effective as of \_\_\_\_\_,2018.

\_\_\_\_\_  
**Anna Marie DeFeo, Plaintiff**

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **ANNA MARIE DEFEO**, known to me personally or who provided \_\_\_\_\_ as identification and who executed the foregoing instrument and she acknowledged before me that she voluntarily executed the same for the purposes stated therein.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My                      Commission                      Expires:

**SETTLEMENT AGREEMENT SIGNATORY PAGE  
OF  
CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared \_\_\_\_\_, as representative of \_\_\_\_\_, known to me personally or who provided \_\_\_\_\_ as identification and who executed the foregoing instrument and she acknowledged before me that she voluntarily executed the same for the purposes stated therein.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_