

# CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT

### **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING OCTOBER 11, 2022 10:30 A.M.

Special District Services, Inc. 8785 SW 165<sup>th</sup> Avenue, Suite 200 Miami, FL 33024

www.centuryparksouthcdd.org

786.347.2711 ext. 2011 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

### **AGENDA**

### CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT

Conference Room at Century Homebuilders Group, LLC 1805 Ponce de Leon Boulevard, Unit #100 Coral Gables, Florida 33134

### **REGULAR BOARD MEETING**

October 11, 2022 10:30 a.m.

A.	Call to Order	
B.	Proof of Publication	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 10, 2022 PH and Regular Board MeetingPage	2
G.	Old Business	
H.	New Business	
	1. Consider Resolution No. 2022-04 – Authorizing and Adopting an Amended Final Fiscal	
	Year 2021/2022 Budget and Providing an Effective Date	6
	2. Acceptance of Conveyance of Parcels of Land (West Parcel)	1
	3. Consider Approval of Maintenance Agreement (West Parcel)	1:
	4. Ratify and Approve Grant of Easement for Stormwater and Drainage (East Parcel)Page	29
I.	Administrative & Operational Matters	
	1. Financial Update	34
	2. Accept and Receive 2022 Century Park South Annual Engineering Report	38
	3. Accept and Receive 20-Year Stormwater Needs Analysis as required by	
	FS Section 403.9302	42
J.	Board Member & Staff Closing Comments	
K.	Additional Board Member/Staff Comments	
L.	Adjourn	

### Miscellaneous Notices

Published in Miami Daily Business Review on September 30, 2022

#### Location

Miami-Dade County,

#### **Notice Text**

CENTURY PARK SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Century Park South Community Development District (the "District") will hold Regular Meetings in the Conference Room at Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134 at 10:30 a.m. on the following dates:

October 11, 2022

January 10, 2023

April 11, 2023

June 13, 2023

September 12, 2023

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 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, 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 Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised cancellation notice.

CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT

www.centuryparksouthcdd.org

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https://www.floridapublicnotices.com

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### CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT PUBLIC HEARING & REGULAR BOARD MEETING MAY 10, 2022

### A. CALL TO ORDER

Mrs. Perez called the May 10, 2022, Regular Board Meeting of the Century Park South Community Development District (the "District") to order at 10:12 a.m. in the Conference Room at Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit 100, Coral Gables, Florida 33134.

### **B.** PROOF OF PUBLICATION

Mrs. Perez presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 28, 2021, as part of the District's Fiscal Year 2021/2022 Meeting Schedule, as legally required.

### C. ESTABLISH A QUORUM

Mrs. Perez determined that a quorum had been established with the attendance of Chairperson Diana Manso, Vice Chairperson Sandra Also and Supervisor Pedro Hernandez and it was in order to proceed with the meeting.

Also in attendance were: District Manager Gloria Perez of Special District Services, Inc.; and District Counsel Michael Pawelczyk of Billing Cochran, Lyles, Mauro & Ramsey, P.A.

### D. ADDITIONS OR DELETIONS TO 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. March 8, 2022, Regular Board Meeting

The March 8, 2022, Regular Board Meeting minutes were presented.

A **MOTION** was made by Supervisor Hernandez, seconded by Supervisor Manso and passed unanimously approving the March 8, 2022, Regular Board Meeting minutes, as presented.

#### G. PUBLIC HEARING

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing.

#### 1. Proof of Publication

Mrs. Perez presented proof of publication that notice of the May 10, 2022, Public Hearing had been published in the *Miami Daily Business Review* on April 20, 2022, and April 27, 2022, as legally required.

### 2. Receive Public Comment on the Fiscal Year 2022/2023 Final Budget

Mrs. Pere then opened the public comment portion of the Public Hearing for comments on the Fiscal Year 2022/2023 Final Budget.

There were no members of the public in attendance.

### 3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Mrs. Pere then closed the Public Hearing and reconvened the Regular Board Meeting.

Resolution No. 2022-02 was presented, entitled:

#### **RESOLUTION NO. 2022-02**

### A RESOLUTION OF THE CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023 BUDGET.

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2022/2023 Final Budget and the non-ad valorem special assessments.

A **MOTION** was made by Supervisor Hernandez, seconded by Supervisor Manso and unanimously passed adopting Resolution No. 2022-02, approving the Fiscal Year 2022/2023 Final Budget, as presented and setting the fiscal year 2022/2023 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy).

### H. OLD BUSINESS

There were no Old Business items to come before the Board.

### I. NEW BUSINESS

1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Mrs. Perez presented Resolution No. 2022-03, entitled:

### **RESOLUTION NO. 2022-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez read the title of the resolution into the record and noted that meetings would remain at the same location of the Conference Room at Century Homebuilders Group, LLC located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134 at 10:30 a.m. (noting that the previous meeting time was 10:00 a.m.) on the following dates:

October 11, 2022 Amended Budget
January 10, 2023
April 11, 2023 Proposed Budget
June 13, 2023 Final Budget PH & Announce LO Mtg
September 12, 2023

A **MOTION** was made by Supervisor Hernandez, seconded by Supervisor Manso and unanimously passed adopting Resolution No. 2022-03, approving the Regular Meeting Schedule for Fiscal Year 2022-2023, as presented.

### 2. Consider Acceptance of Blanket Easement for the West Parcel

Mrs. Perez presented the Blanket Easement for the West Parcel and asked District Counsel to elaborate on the same.

Mr. Pawelczyk provided an explanation and overview of the Blanket Easement for the West Parcel, noting that the plat over the areas not having to do with the District infrastructure is to be terminated by the Developer, once platted.

A **MOTION** was made by Supervisor Hernandez, seconded by Supervisor Manso and passed unanimously accepting the Blanket Easement for the West Parcel, as presented.

### 3. Update from Developer on the Status of the East Parcel Stormwater Management System Easement

Mr. Hernandez advised that this was being worked on and is to be completed by this afternoon.

### 4. Update from Developer on the Status of the Issuance of Folio Numbers for the West Parcel

Mr. Hernandez advised that folio numbers had not been issued as the Plat was pending.

#### J. ADMINISTRATIVE & OPERATIONAL MATTERS

### 1. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board.

### 2. 2021 Form 1 – Statement of Financial Interests

Mrs. Perez advised that the Board should be receiving in the mail their 2021 individual Form 1 – Statement of Financial Interests and for them to complete and submit it prior to the July 1, 2022, deadline.

### K. BOARD MEMBER/STAFF COMMENTS

There were no Board Member or staff comments.

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Secretary

There	being	no	further	business,	the	Regular	Board	Meeting	g was	adjou	ırned	on a	MOTI	ON	made
by Su	perviso	or M	Ianso, s	econded b	y Sı	uperviso	r Herna	ndez at	10:26	a.m.	and p	assed	unanir	nous	ly.

Chairperson

#### **RESOLUTION NO. 2022-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Board of Supervisors of the Century Park South Community Development District ("District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT, THAT:

**Section 1.** The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit "A" is hereby approved and adopted.

<u>Section 2</u>. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 11<sup>th</sup> day of October, 2022.

ATTEST:	CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT
D	Den
By:Secretary/Assistant Sec	retary By: Chairperson/Vice Chairperson

### Century Park South Community Development District

Amended Final Budget For Fiscal Year 2021/2022 October 1, 2021 - September 30, 2022

### **CONTENTS**

- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE BUDGET

### **AMENDED FINAL BUDGET**

### CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT OPERATING FUND FISCAL YEAR 2021/2022

OCTOBER 1, 2021 - SEPTEMBER 30, 2022

REVENUES		SISCAL YEAR 2021/2022 BUDGET 0/1/21 - 9/30/22		AMENDED FINAL BUDGET 10/1/21 - 9/30/22		YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
ADMINISTRATIVE ASSESSMENTS		74,771		74,941		74,941
MAINTENANCE ASSESSMENTS		25,707		25,504		25,504
DEBT ASSESSMENTS		255,996		254,150		254,150
INTEREST INCOME		24		11		10
TOTAL REVENUES	\$	356,498	\$	354,606	\$	354,605
EXPENDITURES						
ADMINISTRATIVE EXPENDITURES						
SUPERVISOR FEES		0		0		0
MANAGEMENT		27,984		27,984		27,984
LEGAL		15,000	1	25,000		19,471
ASSESSMENT ROLL		6,500	1	6,500		6,500
AUDIT FEES		3,600	+	3,600		3,600
INSURANCE		5,600	1	5,435		5,435
LEGAL ADVERTISING		1,700		1,100		568
MISCELLANEOUS		1,250	1	800		519
POSTAGE		250	1	140		131
OFFICE SUPPLIES		750	+	375		327
DUES & SUBSCRIPTIONS		175	_	175		175
TRUSTEE FEES		3,500	_	4,031		4,031
CONTINUING DISCLOSURE FEE		1,000	1	1,000		1,000
WEBSITE MANAGEMENT & ADA COMPLIANCE		1,500	1	1,500		1,500
ADMINISTRATIVE CONTINGENCY		1,500	+	750		0
TOTAL ADMINISTRATIVE EXPENDITURES	\$	70,309	\$	78,390	\$	71,241
MAINTENANCE EXPENDITURES						
ENGINEERING/INSPECTIONS		2,100		5,500		4,537
MISCELLANEOUS MAINTENANCE		9,970		5,000		0
INFRASTRUCTURE MAINTENANCE		12,095	+	6,000		0
TOTAL MAINTENANCE EXPENDITURES	\$	24,165	1	16,500	\$	4,537
TOTAL EXPENDITURES	\$	94,474	\$	94,890	\$	75,778
REVENUES LESS EXPENDITURES	\$	262,024	\$	259,716	\$	278,827
BOND PAYMENTS		(240,636)		(244,044)		(244,044)
	•			, , ,	•	, , ,
BALANCE	\$	21,388	\$	15,672	\$	34,783
COUNTY APPRAISER & TAX COLLECTOR FEE		(7,129)		(3,440)		(3,440)
DISCOUNTS FOR EARLY PAYMENTS		(14,259)		(10,606)		(10,606)
EXCESS/ (SHORTFALL)	\$	-	\$	1,626	\$	20,737
CARRYOVER FROM PRIOR YEAR		0		0		0
NET EXCESS/ (SHORTFALL)	\$	-	\$	1,626	\$	20,737

FUND BALANCE AS OF 9/30/21	
FY 2021/2022 ACTIVITY	
FUND BALANCE AS OF 9/30/22	

\$50,142
\$1,626
\$51,768

### **AMENDED FINAL BUDGET**

### CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND FISCAL YEAR 2021/2022

OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR	AMENDED		YEAR
	2021/2022	FINAL		TO DATE
	BUDGET	BUDGET		ACTUAL
REVENUES	10/1/21 - 9/30/22	10/1/21 - 9/30/22	10	/1/21 - 9/29/22
Interest Income	28	5	20	18
NAV Tax Collection	240,636	244,0	44	244,044
Prepaid Bond Collection	(		0	0
Total Revenues	\$ 240,661	\$ 244,06	<b>34</b> \$	244,062
EXPENDITURES				
Principal Payments	85,000	85,0	00	85,000
Interest Payments	154,586	160,9	44	160,944
Bond Redemption	1,07	2550	00	255,000
Total Expenditures	\$ 240,661	\$ 500,94	4 \$	500,944
Excess/ (Shortfall)	\$ -	\$ (256,88	(O) \$	(256,882)

FUND BALANCE AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE AS OF 9/30/22

\$598,406
(\$256,880)
\$341,526

### <u>Notes</u>

Reserve Fund Balance = \$255,444\*. Revenue Fund Balance = \$86,082\*.

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$76,797.

### **Series 2020 Bond Information**

Original Par Amount =	\$4,505,000	Annual Principal Payments Due:
Interest Rate =	3.0% - 4.0%	May 1st
Issue Date =	February 2020	Annual Interest Payments Due:
Maturity Date =	May 2050	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$4,080,000	

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<sup>\*</sup> Approximate Amounts

WITNESS: MY HAND AND OFFICIAL SEAL THIS 20 DAY OF JUNE AD., 2021.

MY COMMISSION EXPIRES : April 24, 2024 BY Sandra of Allo

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HERBIN AND WILL IN NO GROUNTSTAKES BE SUPPLAINTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLATT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE FUNDLE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE FUNDLE RECORDED THIS COUNTY.

Sandra Maria Albo PRINTED NAME OF ACKNOWN FIGER

COMMISSION NUMBER GG 981776

NOTARY SEAL

#### Century Gardens South P.B.176 PG.67 SUBDIVISION OF A PORTION OF THE NE 1/4 OF THE NE 1/4, SECTION 20, TOWNSHIP 55 SOUTH, RANGE 39 EAST, OF MIAMI-DADE COUNTY, FLORIDA. PREPARED BY: AMERICAN SERVICES OF MIAMI, CORP. CONSULTING ENGINEERS LAND SURVEYORS 266 GIRALDA AVENUE, CORAL GABLESI, FLORIDA 33134 PHONE: (305) 598-5101 FAX: (305) 598-8627 JUNE 2021 KNOW ALL MEN BY THESE PRESENTS: THAT CERTURY HOMEBULDERS GROUP, LLC, A FLORDA LIMITED LUBILITY COMPANY, HAS CAUSED TO BE MADE THE ATTACHED PLAT CERTURY GARDENS SOUTH, THE SAME BEING A SUBBINSON OF THE FOLLOWING DESCRIBED PROPERTY. LEGAL DESCRIPTION: A PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 55 SOUTH, PANGE 39 EAST, MAME-DADE COUNTY, APPRION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 55 SOUTH, PANGE 39 EAST, MAME-DADE COUNTY, AND REST ON THE CEPTURE APPEAR OF THE SOMEWAY SECTION OF OFF APPEAR OF SECTION SHOULD APPEAR SECTION OF THE MEMORY SECTION OF THE PROPERTY OF SECTION OF THE MEMORY SECTION OF THE MEM COVENANTS, CONDITIONS, RESTRICTIONS, LIMITATIONS, EASEMENTS, TERMS, AND OTHER PROVISIONS CONTAINED IN EASEMENT TO SEADARD AR LINE RALPOAD COMPANY, FILED SEPTEMBER 14, 1956, RECORDED IN DEED BOOK 4331, PAGE 262, PUBLIC RECORDES OF MANA—DAGE COUNTY, FLORIDA. **LOCATION MAP** BOUNDED ON THE EAST RY THE EAST LIVE OF SUID SECTION 20, BOUNDED ON THE MORTH BY THE MORTH LIVE OF SAID SECTION 20, BOUNDED ON THE MORTH BY THE MORTH LIVE OF SAID SECTION 20, BESTED ON AFFORESAID ARREDED FINAL JUDGMENT, BOUNDED ON THE MEST BY THE WEST LIVE OF THE DIST 1/2 OF THE DIST 1/2 OF SAID SECTION 20, BESTED ON AFFORESAID ARREDED FINAL JUDGMENT, AND BOUNDED ON THE SOUTH BY THE MORTH LIVE OF A LOUDD FOUR BOUNDED. AFFORE THE MORTH LIVE OF A LOUDD FOUR BOUNDED. AGREED NORTH 1/4 CORNER SECTION 20-55-39 (SEE NOTE) 7 AMANI- DADE COUNTY NORTH 1/4 CORNER SECTION 20-55-39 SCALE: 1"=300" RESENTIONS IN FAIRS OF HE SIXTE OF ROBBIN, ASST STORM IN HE GEDT FROM THE TRISTIES THE NITEMAN MERCANDARY FRAME OF THE SIXTE OF ROBBIN RECORDED AND T, 125 M DOED BOOK AND AND AND THE SIXTEMA THE SIXTEMA OF THE SIXTEMA TH THAT PORTION OF THE EIST 1/2 OF THE EIST 1/2 OF SECTION 20, TOWNSHP 55 SOUTH, RANGE 38 EAST, MANN-DAKE COUNTY, FLOREN, AN ACCIDENCE WITH THAT SURKEY PREPARED BY SCHREBET-SHISON A ASSOCIATIS, INC., URBER FLE, NO, 50-15 AL, AND BESED ON THAT SURVEY MAY SEED AND SOUTH AND SECTION OF THE SECTI BEGIN AT THE ASSEED MORTHWEST COMMISSION. THE EAST 1/2 OF THE EAST 1/2 OF SUD SCETTION 20. ACCORDING TO SUD ASSEED FINAL ADDRIGHT, THENSE RIM MERGY 25% EARLOW THE MORTH LIKE OF SUD ESSE? 1/2 OF THE LEST 1/2 OF SUD SCETION ACCORDING TO SUM ORDER TO PAIR. 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BOOK 24096, PAGE 246, MORE PARTICULARLY DESCRIBED AS FOLLOWS: SLATTE: THIS SURVEY IS BASED UPON THAT CERTAIN MGREED FINAL DIGMENT', AS RECORDED IN OHH CLAL RECORDS BOOK SCOTA AT TAKE 1044, DATED JUNE 14, 1491 AT 354 P.M. DECLARATION OF RESTRICTED COVENANT RECORDED IN O.R. BOOK 31671, PAGE 1618, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. A PARCEL OF LAND BEING A PORTION OF SECTION 20, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MAMM-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMINES AT THE INSPIREST CORRECT OF SAD SCITION 20, THEIRES SSE2033\*W DEPARTING FROM THE INSTITL LINE OF SAD SCITION 20, A LONG THE ASSESSMENT LINE ACCOUNTS TO THE FIRM JADOBIEST RECORDED TO SPETUL RECORDS BOOK 1957A, THE SECOND STATE OF THE ASSESSMENT AND A LONG THE TEN THE SECOND STATE OF THE SECOND ST DECLIMATION OF ESSINCTIONS ENDUMENT AND PLANDED OF CALIBRATIS, TERMS, CONDITIONS, NO. DOE RESTRICTIONS RECORDED IN . D.E. DOOK. 201/22, TÜGE 19-1, TUBBLIC RECORDS OF MANN-TADER CANNY, FLERICIA (CONTROLLANY), ALGERICA CONTROLLANY, ALGERICA (CONTROLLANY), ALGERICA BRINGHOUSE CONTROLLANY, ALGERICA (CONTROLLANY), ALGERIC \_\_\_\_\_ S.W. \_\_\_\_144th ST. THE NE 1/4 OF SECTION 20-55S-39E MIAMI-DADE COUNTY, FLORIDA. OWNER'S PLAT RESTRICTION; THE 10' UTILITY EASEMENTS AS SHOWN BY DASHED LINES ON THE ATTACHED PLAT ARE HERE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. IN WITNESS WHEREOF: IN WITNESS WHEREOF: PROFESSIONAL BANK, A FLORIDA BANKING CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHAVE BY MANIA E PUIG, SENION VERPESSIONT, AND ITS CORPORATE SAL TO BE HEREINFOLD APPRECE AND ATTESTED BY ITS ADMINISTRATE ASSISTRATI, THIS <u>2P</u> OAY OF <u>TUME</u> MIAMI-DADE COUNTY PLAT RESTRICTIONS: (CANTINUED ON SHEET DOFS) THAT SK 158HT SIRET AND SK 157HT MODIE, AS SHOWN ON THE ATMORD PAY, DOGTHES WITH ALL DISTRICT PUTURE PLANTING, INCESS, SHRUBBERY, AND PHE INFORMATION FOR EDITION TO THE PRIPARME OF THE PROPARME OF THE PROPERTY OF THE PUTURE PLANTING, INCESS SHRUBBERY, AND PHE INFORMATION FOR PUTURE OF THE PUTURE PLANTING WHICH THE PUTURE OF THE THAT SUD CENTURY HOMEBUILDERS GROUP, LLC, A FLORIDA LIMITED LIABLITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEDIALE BY SERGIO PINO, ITS WAMARGER, AND ITS COUPPANY SEAL TO BE HERELINTO APPRECIA OF THE PRESENCE OF THESE TWO WITHESESS, THE 2D DAY $\frac{1}{2}LL^2L^2L^2$ , $\frac{1}{2}LD$ , $\frac{1}{2}D$ BY: PROFESSIONAL BANK A FLORIDA BANKING CORPORATION CENTURY HOMEBUILDERS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: D PEDRO HERNANDES ATTESTED: THAT THE USE OF SEPTIC TAMES WILL NOT BE PERMITTED WITHIN HIS SUBDIMSION, UNLESS APPROVED FOR TEMPORARM USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS. LORRAINE AMADOR PRINT NAME MARIA E. PUIG WITNESSES: BY:\_\_\_\_\_\_SERGIO PINO, MANAGER SENIOR VICE PRESIDENT FLORENCE LAYGRE THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED LINDERGROUND. ACKNOWLEDGEMENT: STATE OF FLORIDA SS: COUNTY OF MAMI—OUR SS: I RESERVICE CONTRY OF MAMI—OUR SS: I RESERVICE CONTRY THAT ON HIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER HERER CONTRY THAT ON THE DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER HERER CONTRY THAT ON THE SERVICE THE OWNER AND ADMINISTER OF CONTRY PROMERBILIZED GROUP, LIG. A FLORIDA DECLIFIED THE FORECOME INSTRUMENT AND ACKNOWLEDGED THE DECUTION HEREROF TO BE HIS FIRE ACT AND BEDD ASSOCIATION ON DO NOT TIME AN OFFI PURPOSES THE OWNER. MIAMI-DADE COUNTY APPROVALS: THACTS THAT PROVIDE OF THE MANH-DUE COUNTY PERFORMENT OF THE LOTS AND OTHER TRAINERS AS SOME OF THE DESIRED PLAT CORPORN TO ALL REQUIREMENTS OF THE DESIRED ZOUNG AS OF THIS DUE. THIS THAT HAS REEL REPORTED BY A PROSESSIONAL SUPPRIOR AND MOMERTE EMPLOYED BY MANH-DUE COUNTY IN ACCORDANCE WITH SECTION 177.081(1) OF THE TROPAS STATUTES. STATE OF FLORIDA COUNTY OF MIAMI-DADE SIGNED: \_\_\_ Som les Es\_\_ MY HAND AND OFFICIAL SEAL THIS 28 DAY OF 40. A.D., 2021.



CENTURY GARDENS SOUTH

A SUBDIVISION OF A PORTION OF THE NE 1/4 OF THE NE 1/4, SECTION 20, TOWNSHIP 55 SOUTH, RANGE 39 EAST, OF MIAMI-DADE COUNTY, FLORIDA.

ST, OF

PREPARED BY:

AMERICAN SERVICES OF MIAMI, CORP.

CONSULTING PROBERS: LAND SUPEVIORS

266 GRALDA, NULL ORDERS, TORGON, 33134

PHONE: (303) 598-5144. GAESS, TORGON, 33134

JUNE 2021

P.B.<u>176</u> PG.67<sup>2</sup> SHEET 2 OF 3

CONSENT BY COMMUNITY DEVELOPMENT DISTRICT:

KNOW, ALL MEN BY THESE PRESENTS:

THAT THE CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SECOLA, PURPOSE COVERNMENT DULY CROANZED AND EXISTING UNDER THE PROVISION OF THE SECOLAR PURPOSE COVERNMENT DULY CROANZED AND EXISTING UNDER THE PROVISION OF THE SECOLAR PURPOSE COVERNMENT DULY CROANZED AND EXISTING UNDER THE PROVISION OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF THE PROPERTY WHICH IS THE SUBJECT OF THE PACE OF T

IN WINESS WHEREOF:
THAT THE CENTRIF PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL
PRINCES CONFINENT DILLY ORGANIZED PURSUMIT TO COMPTER 190, FLORIDA STRUTUS, HAS
CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY DANA OR ON ITS
CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS DEHALF BY DANA OR ON ITS
CHAPPERSON, AND ITS SEALT DOE HEREINITY DATABLED IN THE PRESENCE OF THESE TWO
WITNESSES, THIS .BTH. DAY OF \_\_MARCH\_\_\_ A.D., 2022.

CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT DULY ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

Dr. Llina Manso DIANA MANSO

TITLE: Chair Person

1) <del>LOO De</del> PEDRO HERNANDEZ Gloria Perez

ACKNOWLEDGEMENT:

STATE OF FLORIDA COUNTY OF MIAMI-DADE

COUNTY OF MINIMIPORAL PRESENCE OF [1] ON LINE NOTABLE DEFORE ME BY MEANS OF [1] PHYSICAL PRESENCE OR [1] ON LINE NOTABLEATION, AN OFFICIRE DULY AUTHORIZED TO PHYSICAL PRESENCE OR [1] ON LINE NOTABLEAD AND ANALYSIA. AS CHAIRPERSON OF THE BOARD OF SUPERMSORS FOR THE CENTURY PARK SOUTH COMMUNITY DEVLLOPMENT DISTRICT, LOCAL LINIT OF SECOLAL PURPOSE OVERNIENT DULY ORGANIZED PURPOSIANT TO CHAPTER 10, FLORIDA STATUTES, MIS DEPENDENT AND WITHOUT OF STATUTES, MIS DEPENDENT AND ACKNOWLEDGE THE EXECUTION PRICED TO BE HAS FREE ACT AND DEED AS SUPEN OFFICIAL PROPOSES THESE DESCRIPTION OF THE PROPOSES THESE OF THE PROPOSES THE PROPOSES THESE OF THE PROPOSES THE PROPOSES THE PROPOSES THESE OF THE PROPOSES THESE OF THE PROPOSES THE PROPOSES

WITNESS: MY HAND AND OFFICIAL SEAL THIS WE DAY OF March A.D., 2022.

MY COMMISSION EXPIRES : Apai 26, 2024

BY. Sandia + Albo
NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION NUMBER GG 981776 Sandra Maria Albo PRINTED NAME OF ACKNOMEDICER

Makey Profic State of Flavore Sendre Marie Albo My Commission GG 881779 Expens 54/26/20N

NOTARY SEAL

202204605858

RECORDING STATEMENT:

1120 FB, RECORD THIS 22.

1141 PUBLIC RECORD THIS 20.

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1141 PUBLIC RECORD THIS TO FLORIS AND PAGE STATEMENT OF THE STATE OF FLORIS AND MAMI-DAGE COUNTY, FLORIDA ANTEST: HARVEY RUWN, CLERK OF CIRCUIT COURT.

BY NOCLE DATES #78948

DEPUTY CLERK

From: Michael J. Pawelczyk < mjp@bclmr.com > Sent: Wednesday, September 21, 2022 3:22 PM

To: 'Yolanda Duarte (yolanda@theduartelawfirm.com)' <yolanda@theduartelawfirm.com>

**Cc:** Pedro Hernandez < <a href="mailto:com">phernandez@chbsfl.com</a>>; Gloria Perez < <a href="mailto:gperez@sdsinc.org">gperez@sdsinc.org</a>>; Gerald L. Knight

<glk@bclmr.com>; Juan.Alvarez@AlvarezEng.com

Subject: Century Park South CDD - Conveyances of Tracts of Land to the CDD (West Parcel)

#### Yolanda:

On September 20, 2022, we discussed with Pedro Hernandez the need for the Developer to convey certain tracts of land located within the Plat of Century Gardens South (PB 176, PG 67) to the CDD. He indicated that I would be working with you or your office in order to effectuate this conveyance. Attached please find a form of Quit Claim Deed, No Lien Affidavit, and Opinion of Title that we have utilized for similar conveyances in other districts, where the tracts of land are not being paid for by the District.

The tracts of land from the Century Gardens South Plat that are the subject of this conveyance include Tracts A, B, C, D, E, F, G, H, I, J, K, and L. After you have ordered title and receive a copy of the same, please forward the report to our office along with your draft Opinion of Title and hyperlinks to the exceptions listed in the report.

I have copied Gerry Knight in my office in case he has anything to add, as Gerry will be assisting with this conveyance.

Should you have any questions or wish to discuss this further, please do not hesitate to contact me.

Michael J. Pawelczyk, Esq.

Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard | 6th Floor | Fort Lauderdale, FL 33301 Phone: 954/764-7150 | Fax: 954/764-7279 | E-mail: <a href="mailto:mpawelczyk@bclmr.com">mpawelczyk@bclmr.com</a> Website: www.billingcochran.com

**CONFIDENTIALITY NOTICE**: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer and email system.

### MAINTENANCE AGREEMENT (West Parcel)

This Maintenance Agreement is made and entered into this day of, 2022 (the "Effective Date"), by and between:
<b>CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT</b> , a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and
<b>CENTURY PARK SOUTH HOMEOWNERS ASSOCIATION, INC.</b> , a Florida not-for-profit corporation, whose address is: c/o Gables Professional Management Co., 3934 SW 8 <sup>th</sup> Street, Suite 303, Coral Gables, Florida 33134 (the "Association").
RECITALS
<b>WHEREAS</b> , the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;
WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the maintenance of, among other things, the stormwater management and drainage system and facilities, within the
District that are owned by the District upon completion (the "Improvements" as further defined herein below and in Composite Exhibit "A" attached hereto);
WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and
<b>WHEREAS</b> , the Association, on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain maintenance services and materials in connection with the Improvements.
<b>NOW, THEREFORE,</b> in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Maintenance Agmt (CPSCDD West) Rev. 09-21-2022

### 1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

### 2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

### 3.0 Performance

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and
- (B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and
- (C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; and (e) any municipality with jurisdiction, either now or in the future.
- (D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and
- (E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein.

Maintenance Agmt (CPSCDD West)

### 4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

### **5.0 Emergency Intervention by the District**

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

- (A) the provision of maintenance services or materials for any one or more of the Improvements; and
- (B) the removal, modification, relocation, or replacement, as the case may be and in the District=s sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

### 6.0 Remedies, Default, and Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with sections 3.0 or 4.0 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

Maintenance Agmt (CPSCDD West)

- (B) <u>Default by Association.</u> If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.
- (C) <u>Discontinuation and Reimbursement by Association.</u> At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District=s commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

### 7.0 Indemnification

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association=s assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association=s misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (a) direct costs and damages, (b) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (c) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

### 8.0 Insurance

- (A) The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth below.
  - (1) Worker's Compensation Insurance for statutory obligations, as required by Florida law, imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Any contractor of the Association performing services on the Improvements shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
  - (2) <u>Comprehensive General Liability</u> (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and

Maintenance Agmt (CPSCDD West)

- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- (B) Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:
  - (1) the District as an additional insured to the extent set forth herein; and
  - (2) the District as the certificate holder of the Certificate of Insurance; and
  - (3) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.
- (C) IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO INSURE THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM ANY MAINTENANCE OR REPAIR SERVICES WITH RESPECT TO THE IMPROVEMENTS AND ANY OTHER PROJECT APPROVED BY DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE, REPAIR OR INSTALLATION ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT COPIES OF ITS COVERAGES, WITH MINIMUM LIMITS AS PROVIDED ABOVE, AND WHICH SPECIFICALLY PROVIDE THAT THE CENTURY PARK PLACE COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.
- (D) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

### 9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. Thereafter, unless otherwise terminated as provided for herein, the Agreement shall automatically renew for additional one (1) year periods.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for convenience and for any reason in its sole discretion by providing at least thirty (30) days written notice to the Maintenance Agmt (CPSCDD West)

Association of the District's intent to terminate this Agreement pursuant to this provision. The Association may terminate this Agreement for convenience by providing the District with notice of the Association's intent to terminate this Agreement, which notice shall be provided to District prior to April 1<sup>st</sup> of the District's fiscal year prior to the fiscal year in which the termination of the Agreement is to be effective. For example, if the Association desires to terminate this Agreement effective on November 1, 2025, the Association must provide notice of an intent to terminate to the District no later than March 30, 2024. The parties acknowledge that the fiscal year of the District runs from October 1<sup>st</sup> to September 30<sup>th</sup> of the following year.

### **10.0 Miscellaneous Provisions**

**10.1 Time of the Essence:** Time is of the essence with respect to this Agreement.

<u>10.2 Notices:</u> All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE DISTRICT**: Century Park South Community Development District

c/o Special District Services, Inc.

2501 A Burns Road

Palm Beach Gardens, Florida 33410

Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Las Olas Square, Suite 600 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301

Attention: Michael J. Pawelczyk, Esq.

### AS TO THE ASSOCIATION:

Century Park South Homeowners Association, Inc.

3934 SW 8<sup>th</sup> Street, Suite 303 Coral Gables, Florida 33134

Attention: President

Notice shall be deemed given upon the earlier of actual receipt, one business days after sending by express overnight courier, or three business days after sending by certified or registered mail.

<u>10.3</u> No Waiver of Immunities: Nothing herein shall be construed as waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes, or pursuant to the doctrine of sovereign immunity.

Maintenance Agmt (CPSCDD West)

- 10.4 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.
- <u>10.5 Amendment and Waiver:</u> This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.
- <u>10.6 Severability:</u> The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.
- **10.7 Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.
- <u>10.8 Authority:</u> 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.
- <u>10.9 Costs and Fees</u>: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- <u>10.10 Successors and Assignment:</u> The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.
- 10.11 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

- 10.12 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm=s length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- <u>10.13 Execution of Documents:</u> 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 or performance herein contemplated.
- <u>10.14 Construction of Terms:</u> Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.
- **10.15.** Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.
- <u>10.16 Counterparts:</u> This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

### **10.17 Public Records:**

- (A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
  - (1) Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
  - (2) Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

Maintenance Agmt (CPSCDD West)

by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and

- (4) Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- (B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC. 2501A BURNS ROAD PALM BEACH GARDENS, FLORIDA 33410

TELEPHONE: (561) 630-4922 EMAIL: FWARE@SDSINC.COM

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Maintenance Agmt (CPSCDD West)

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

ATTEST:	CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT
Secretary/Vice-Secretary	By: Chairperson/Vice-Chairperson
•	
	, 2022
STATE OF FLORIDA } COUNTY OF MIAMI-DADE }	
online notarization, this day of Chairperson/Vice-Chairperson of the Board of <b>DEVELOPMENT DISTRICT</b> , who is person	vledged before me by means of [] physical presence or []
My commission expires:	Notary Public
STATE OF FLORIDA } COUNTY OF MIAMI-DADE }	
online notarization, this day of Secretary/Assistant Secretary of <b>CENTUR DISTRICT</b> , who is personally known and/or	wledged before me by means of [] physical presence or [] f
My commission expires:	Notary Public
Maintenance Agmt (CPSCDD West) Rev. 09-21-2022	

WITNESS:	CENTURY PARK SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation	
Print Name:	By:	nal Management Co., t, Suite 303
Print Name:		
(CORPORATE SEAL)	day of	, 2022
STATE OF FLORIDA } COUNTY OF MIAMI-DADE }		
The foregoing instrument was acknowledge online notarization, this day of of the CENTURY PARK SOU personally known and/or produced	, 2022, by UTH HOMEOWNERS ASSOCIA	as ATION, INC., who is
says that the aforementioned is true and correct to the	e best of his or her knowledge.	• • •
My commission expires:	Notary Public	<del></del>

### COMPOSITE EXHIBIT "A" TO MAINTENANCE AGREEMENT

### **Description of Improvements**

All references herein to the "Engineer's Report" shall mean the Engineer's Report, prepared by Alvarez Engineers, Inc., dated and accepted by the Board of Supervisors on September 26, 2019, revised November 5, 2019, as amended and supplemented from time to time by the District Board of Supervisors (collectively, the "Engineer's Report"). The improvements referenced below are more particularly described in the Engineer's Report, incorporated herein by reference.

- 1. Stormwater management and drainage facilities for onsite roads and open spaces, including, but not limited to, French drains, pipes of various sizes, inlets, catch basins, manholes, and baffles, which facilities are more particularly shown and identified in the Century Gardens South Paving & Drainage Plans attached hereto and made a part of this Composite Exhibit "A".
- 2. Road right-of-way improvements and improvements in certain open spaces, including, but not limited to pavement, asphalt, curbing, pavement markings, signage, sidewalks, entry features, irrigation and landscaping improvements.

The lands where the above improvements are located within the boundaries of the District included, but are not limited to, the following:

Tracts A, B, C, D, E, F, G, H, I, J, K, and L, of the CENTURY GARDENS SOUTH Plat, recorded at Plat Book 176, Page 67 in the Public Records of Miami-Dade County, Florida.

Maintenance Agmt (CPSCDD West) Rev. 09-20-2022

### EXHIBIT "B" TO MAINTENANCE AGREEMENT

### **Description of Maintenance Services**

Routine, regular, and necessary maintenance and repair of the onsite stormwater management and drainage facilities, including cleaning, clearing, vacuuming, replacement, and repair.

[Need maintenance services to be provided to improvements in parks and rights-of-way]

Maintenance Agmt (CPSCDD West) Rev. 09-20-2022 This instrument prepared by and after recording return to:

Michael J. Pawelczyk, Esq. Billing, Cochran, Lyles, Mauro & Ramsey. P.A. Las Olas Square, Suite 600 515 East Las Olas Boulevard Fort Lauderdale, FL 33301

Property ID #: Portions of 30-5921-034-0850

### GRANT OF EASEMENT (East Parcel)

This **GRANT OF EASEMENT,** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **CENTURY PARK SOUTH CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is c/o Gables Professional Management Co., 3934 SW 8<sup>th</sup> Street, Suite # 303, Coral Gables, Florida 33134, hereinafter referred to as the "**GRANTOR**".

### **WITNESSETH:**

The **GRANTOR** has granted and does hereby grant to the **CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, whose mailing address is: c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, hereinafter referred to as the "**GRANTEE**", its successors and assigns, a perpetual non-exclusive easement (the "**Easement**") for the following: ingress and egress and drainage purposes, including, but not limited to, the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect French drains, pipes, inlets, drains, valves, baffles, grates, and other stormwater management and drainage facilities, structures, and all appurtenances thereto, with full right of ingress thereto and egress therefrom, on, over, under, across, and through the real property owned by the **GRANTOR**, described as follows (the "**Easement Property**"):

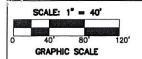
See Exhibit "A" attached hereto and made a part hereof

The **GRANTOR** does hereby fully warrant to the **GRANTEE**, its successors and assigns, that the **GRANTOR** has good title to the Easement Property and that it has full power and authority to grant this Easement.

**IN WITNESS WHEREOF**, the **GRANTOR** has hereunto set its hand and seal the year and day first above written:

	GRANTOR:
WITNESSES:	CENTURY PARK SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation
Name:	- -
Name:	
STATE OF FLORIDA ) )ss:	
physical presence or [] online notariz	knowledged before me by means of [] ration this day of, 2022, by of CENTURY PARK
SOUTH CONDOMINIUM ASSOCIATI	ON, INC., a Florida not-for-profit corporation, ersonally known to me or has produced a
	Notary Public, State of Florida
	My Commission expires:

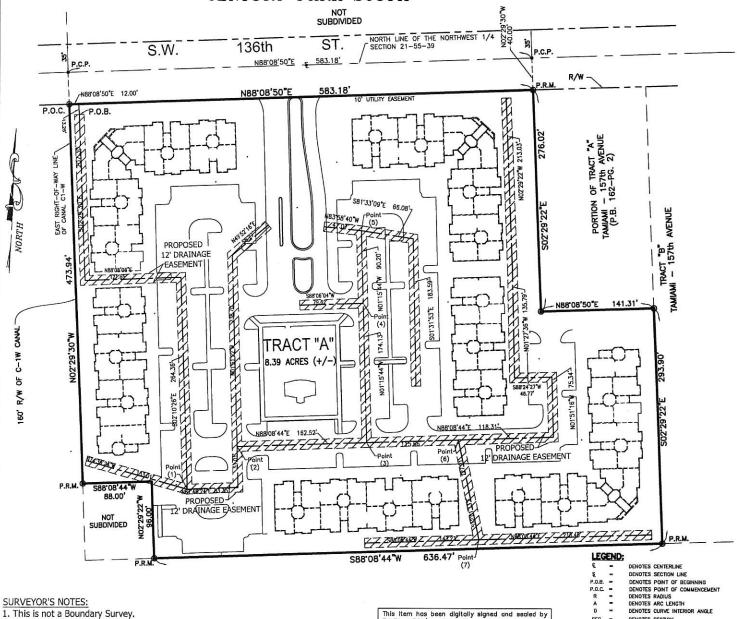
### EXHIBIT "A"



SKETCH TO ACCOMPANY LEGAL FOR 12 FEET WIDE DRAINAGE EASEMENT FOLIO No. 30-5921-034-0001

**EXHIBIT "A"** 





### SURVEYOR'S NOTES:

- 1. This is not a Boundary Survey.
- 2. Bearing shown hereon are based on the bearing for the West Right-of-Way Line of S.W. 157th Avenue N.02°29'30"E., an assumed meridian.
- 3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 4. One page is not valid without the others. Total 2 pages.
- 5. Min. Vertical clearance of this easement is 25 Feet.
- 6. This easement strip forms a closed geometric figure.
- 7. Note about extending/ shortening at corners to make a continuos easement.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimun Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.050, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. That the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon, this Sketch does not represent a Land Survey

This Item has been digitally signed and sealed by Ed Pino, PSM' on the date adjacent to the seal. Printed copies of this document are not considered signed and sedled and the signature must be verified on any electronic copies. Digitally signed by ED PINO Date: 2022.05.10

15:34:55 -04'00'

Ed Pino FESSISMALELAND SURV AND MAGREDONS AT METATE OF FLORIDA ATE SURVIVE ME

DENOTES SECTION

DENOTES PLAT BOOK
DENOTES PAGE
DENOTES SQUARE FEET (+/-)
DENOTES RIGHT-OF-WAY LINE

### American Services of Miami, Corp.

Consulting Engineers . Planners . Surveyors

**266 GIRALDA AVENUE** CORAL GABLES, FL 33134 PHONE: (305)598-5101 FAX: (305)598-8627 ASOMIAMI.COM

Job No.: 20-743

Drawn Date: 5/10/22

Drawn: T.P. Checked by: E.P.

Scale: As shown

Sheet: 1 of 2

### DRAINAGE EASEMENT LEGAL DESCRIPTION

A strip of land 12 feet in for a Drainage system Easement, being a portion of Tract "A", Century Park South, according to the plat thereof, as recorded in Plat Book 174 Page 96 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

A strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line:

Commence at the Northwest corner of said Tract "A"; thence run N.88°08′50″E. along the north line of said Tract "A" for a distance of 12.00 feet to a point; then run S.02°29′30″E. for a distance of 13.26 feet to the **Point of Beginning**; thence continueS.02°29′30″E. for a distance of 207.30 feet to a point; thence N.88°08′06″E. for a distance of 121.65 feet to a point; thence S.02°10′26″E. for a distance of 264.36 feet to a **Point "1"**; thence N.87°48′24″E. for a distance of 63.35 feet to a point; thence N.01°51′22″W. for a distance of 51.01 feet to **Point "2"**, thence run N.88°08′44″E for a distance of 162.52 feet to **Point "3"**; thence continue N.88°08′44″E for a distance of 115.66 feet to **Point "6"**; thence continue N.88°08′44″E; for a distance of 118.31 feet to a point; N.01°51′16″W. for a distance of 75.34 feet to a point; thence S.88°24′27″W. for a distance of 46.77 feet to a point; ; thence N.01°27′36″W. for a distance of 135.79 feet to a point; ; thence N.02°29′22″W. for a distance of 213.03 feet to a point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "1"**; thence N.74°39′24″W. for a distance 133.01 feet to a Point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "2"**; thence run N.01°51′22″W. for a distance of 238.70 feet to a point; thence N.49°52′16″E. for a distance of 58.27 feet to a Point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "3"**; thence run N.01°15′44″W. for a distance of 174.13 feet to a **Point "4"**; thence continue N.01°15′44″W. for a distance of 90.20 feet to **Point "5"**; thence run S.81°33′09″E. for a distance 66.08 feet to a point; thence run S.01°31′53″E. for a distance of 183.59 feet to a Point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "4"**; thence S.88°06′04″W. for a distance 79.62 feet to a Point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "5**; thence N.83°58′40″W. for a distance 47.07 feet to a Point of Termination.

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "6"**; thence run S.12°01′13″W. for a distance of 127.21 feet to a **Point "7"**; thence run N.88°08′44″E. for a distance of 216.48 feet to a Point of Termination

Together with a strip of land 12.00 feet in width, lying 6.0 feet on each side of the following described center line: Begin at the previously described **Point "7"**; thence S.88°08′44″W. for a distance 143.23 feet to a Point of Termination.

#### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimun Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.050, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. That the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. this Sketch does not represent a Land Survey

### American Services of Miami, Corp.

Consulting Engineers . Planners . Surveyors

266 GIRALDA AVENUE CORAL GABLES, FL 33134 PHONE: (305)598-5101 FAX: (305)598-8627 ASOMIAMI.COM

Job No.: 20-743	
Drawn Date: 5/10/22	
Drawn: T.P.	
Checked by: E.P.	
Scale: As shown	
Sheet: 2 of 2	

## Century Park South Community Development District

## Financial Report For September 2022

# CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT SEPTEMBER 2022

REVENUES	Annual Budget 21 - 9/30/22	Actual Sep-22	10/	Year To Date Actual 1/21 - 9/30/22
Administrative Assessments	74,771	0		74,941
Maintenance Assessments	25,707	0		25,504
Debt Assessments	255,996	0		254,150
Interest Income	24	0		10
Total Revenues	\$ 356,498	\$ -	\$	354,605
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0		0
Management	27,984	2,332		27,984
Legal	15,000	0		19,471
Assessment Roll	6,500	6,500		6,500
Audit Fees	3,600	0		3,600
Insurance	5,600	0		5,435
Legal Advertisements	1,700	0		568
Miscellaneous	1,250	0		519
Postage	250	0		131
Office Supplies	750	2		327
Dues & Subscriptions	175	0		175
Trustee Fees	3,500	0		4,031
Continuing Disclosure Fee	1,000	1,000		1,000
Website Management & ADA Compliance	1,500	125		1,500
Administrative Contingency	1,500	0		0
Total Administrative Expenditures	\$ 70,309	\$ 9,959	\$	71,241
Maintenance Expenditures				
Engineering/Inspections	2,100	0		4,537
Miscellaneous Maintenance	9,970	0		0
Infrastructure Maintenance	12,095	0		0
Total Maintenance Expenditures	\$ 24,165	\$ -	\$	4,537
TOTAL EXPENDITURES	\$ 94,474	\$ 9,959	\$	75,778
REVENUES LESS EXPENDITURES	\$ 262,024	\$ (9,959)	\$	278,827
Bond Payments	(240,636)	0		(244,044)
BALANCE	\$ 21,388	\$ (9,959)	\$	34,783
County Appraiser & Tax Collector Fee	(7,129)	0		(3,440)
Discounts For Early Payments	(14,259)	0		(10,606)
EXCESS/ (SHORTFALL)	\$ -	\$ (9,959)	\$	20,737

Bank Balance As Of 9/30/22	\$ 80,838.41
Accounts Payable As Of 9/30/22	\$ 9,959.25
Accounts Receivable As Of 9/30/22	\$ -
Available Funds As Of 9/30/22	\$ 70,879.16

# Century Park South Community Development District Budget vs. Actual

October 2021 through September 2022

	0-4-04 - 04-00	04/00 Davideor	A O B	0/ - f D d 4
	Oct 21 - Sept 22	21/22 Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Administrative Assessm	,	74,771.00	170.26	100.239
01-3200 · Maintenance Assessme	7,	25,707.00	-203.37	99.21%
01-3810 · Debt Assessments	254,149.84	255,996.00	-1,846.16	99.289
01-3820 · Debt Assess-Paid To Tru	-244,043.50	-240,636.00	-3,407.50	101.429
01-3830 · Assessment Fees	-3,439.68	-7,129.00	3,689.32	48.25%
01-3831 · Assessment Discounts	-10,605.71	-14,259.00	3,653.29	74.38%
01-9400 · Other Income	0.00	0.00	0.00	0.0%
01-9410 · Interest Income	9.95	24.00	-14.05	41.46%
Total Income	96,515.79	94,474.00	2,041.79	102.16%
Expense				
01-1310 · Engineering	4,536.50	2,100.00	2,436.50	216.02%
01-1311 · Management Fees	27,984.00	27,984.00	0.00	100.09
01-1315 · Legal Fees	19,471.44	15,000.00	4,471.44	129.819
01-1318 · Assessment/Tax Roll	6,500.00	6,500.00	0.00	100.0%
01-1320 · Audit Fees	3,600.00	3,600.00	0.00	100.09
01-1450 · Insurance	5,435.00	5,600.00	-165.00	97.05%
01-1480 · Legal Advertisements	568.25	1,700.00	-1,131.75	33.439
01-1512 · Miscellaneous	519.16	1,250.00	-730.84	41.539
01-1513 · Postage and Delivery	131.30	250.00	-118.70	52.529
01-1514 · Office Supplies	327.25	750.00	-422.75	43.639
01-1515 Website Management	1,500.00	1,500.00	0.00	100.09
01-1540 · Dues, License & Subscr	riptions 175.00	175.00	0.00	100.09
01-1550 · Trustee Fees	4,031.25	3,500.00	531.25	115.189
01-1743 · Continuing Disclosure F	Fee 1,000.00	1,000.00	0.00	100.09
01-1750 · Administrative Continge		1,500.00	-1,500.00	0.09
01-1800 · Infrastructure Maintena	-	12,095.00	-12,095.00	0.09
01-1815 · Miscellaneous Maintena	nnce 0.00	9,970.00	-9,970.00	0.09
Total Expense	75,779.15	94,474.00	-18,694.85	80.219
Income	20,736.64	0.00	20,736.64	100.0%

# CENTURY PARK SOUTH COMMUNITY DEVELOPMENT DISTRICT TAX COLLECTIONS 2021-2022

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector \$356.474	Administrative Assessment Income (Before Discounts & Fees) \$74.771	Maintenance Assessment Income (Before Discounts & Fees) \$25,707	Debt Assessment Income (Before Discounts & Fees) \$255.996	Administrative Assessment Income (After Discounts & Fees) \$74.771	Maintenance Assessment Income (After Discounts & Fees) \$25,707	Debt Assessment Income (After Discounts & Fees) \$255,996	Debt Assessment Paid to Trustee
									\$335,086	\$70,285	\$24,165	\$240,636	\$70,285	\$24,165	\$240,636	\$240,636
1	1	Miami-Dade Tax Collector	12/13/21	NAV Taxes	\$ 321,294.88		\$ (3,109.88)	\$ (10,305.47)	\$ 307,879.53	\$ 66,778.73	\$ 22,961.87	\$ 231,554.28	\$ 63,996.73	\$ 22,002.60	\$ 221,880.20	\$ 221,880.20
2	2	Miami-Dade Tax Collector	01/04/22	NAV Taxes	\$ 6,255.65		\$ (60.56)	\$ (200.17)	\$ 5,994.92	\$ 1,421.55	\$ 488.80	\$ 4,345.30	\$ 1,362.22	\$ 468.45	\$ 4,164.25	\$ 4,164.25
3	3	Miami-Dade Tax Collector	01/18/22	NAV Taxes	\$ 2,502.26		\$ (24.27)	\$ (75.06)	\$ 2,402.93	\$ 568.62	\$ 195.52	\$ 1,738.12	\$ 546.03	\$ 187.75	\$ 1,669.15	\$ 1,669.15
4	4	Miami-Dade Tax Collector	02/21/22	NAV Taxes	\$ 1,251.13		\$ (12.26)	\$ (25.01)	\$ 1,213.86	\$ 284.31	\$ 97.76	\$ 869.06	\$ 275.81	\$ 94.85	\$ 843.20	\$ 843.20
5	Int - 1	Miami-Dade Tax Collector	02/28/22	Interest		\$ 11.44			\$ 11.44	\$ 11.44			\$ 11.44			\$ -
6	Int - 2	Miami-Dade Tax Collector	04/27/22	Interest		\$ 0.28			\$ 0.28	\$ 0.28			\$ 0.28			\$ -
7	5	Miami-Dade Tax Collector	05/06/22	NAV Taxes/Interest	\$ 6,255.65	\$ 187.65	\$ (64.43)		\$ 6,378.87	\$ 1,609.20	\$ 488.80	\$ 4,345.30	\$ 1,593.12	\$ 483.90	\$ 4,301.85	\$ 4,301.85
8	6	Miami-Dade Tax Collector	06/08/22	NAV Taxes/Interest	\$ 11,260.17	\$ 337.78	\$ (115.98)		\$ 11,481.97	\$ 2,896.57					\$ 7,743.35	\$ 7,743.35
9	7	Miami-Dade Tax Collector	07/05/22	NAV Taxes/Interest (TC)	\$ 5,004.52		\$ (52.30)		\$ 5,177.42		\$ 391.04	\$ 3,476.24	\$ 1,348.82	\$ 387.10	\$ 3,441.50	\$ 3,441.50
10	Int - 3	Miami-Dade Tax Collector	08/09/22	Interest		\$ 8.12			\$ 8.12	\$ 8.12			\$ 8.12			\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
					\$353,824.26	\$ 770.47	\$ (3,439.68)	\$ (10,605.71)	\$ 340,549.34	\$ 74,941.26	\$ 25,503.63	\$ 254,149.84	\$ 72,010.14	\$ 24,495.70	\$ 244,043.50	\$ 244,043.50

Assessment Roll = 356,476.64

Note: \$356,474, \$74,771, \$25,707 and \$255,996 are 2021/2022 budgeter assessments before discounts and fees. \$335,086, \$70,285, \$24,165, and \$240,636 are 2021/2022 budgeter assessments after discounts and fees.

\$ 353,824.26	
\$ 770.47	\$ 340,549.34
\$ (74,941.26)	\$ (24,495.70)
\$ (25,503.63)	\$ (72,010.14)
\$ -	\$ (244,043.50)
\$ (254,149.84)	\$ -
\$ -	\$ (0.00)



FL Certificate of Authorization No. 7538 8935 NW 35 Lane, Suite 101 Doral, Florida 33172 Tel. (305) 640-1345

E-Mail: <u>Juan.Alvarez@AlvarezEng.com</u>

July 1, 2022

Ms. Gloria Perez District Manager Two Lakes Community Development District Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410

Re: Century Park South Community Development District
District Engineer's Report for Fiscal Year 2022-2023
Pursuant to Section 9.21(b) of the Master Trust Indenture as it relates to Special Assessment Bonds, Series 2020.

Dear Ms. Perez,

This statement is being made pursuant to Section 9.21(b) of the Master Trust Indenture between Century Park South Community Development District (the "District" or "CDD") and U.S. Bank National Association, as Trustee, dated February 1, 2020, as it relates to the Special Assessment Bonds, Series 2020 pertaining to the East and West Parcel Projects.

The East Parcel Project has been completed. The drainage system was conveyed to the District for ownership, operation, and maintenance. The West Parcel Project is under construction; the water, sewer and drainage systems were completed and conveyed to the District. The roads, landscaping, irrigation, and entrance features are still being built. The District was granted a blanket easement over the entire West Parcel for construction and infrastructure acquisition purposes.

Based on periodic visits and inspections, and review of District documents, we find that the CDD public infrastructure currently owned by the District in the East Parcel is being maintained in good working order and condition. In the West Parcel, construction is proceeding normally, with District-owned infrastructure still under the protection and care of the Contractor. We find that, for Fiscal Year 2022-2023, the District's proposed amounts budgeted for maintenance expenditures, are sufficient to properly maintain, repair and operate the infrastructure owned by, and under the care of, the CDD.

Exhibit 1 depicts the location of the District; Exhibit 2 illustrates the boundary of the CDD, as well as information about the blanket easement granted to the CDD on the West Parcel.

The District currently carries general liability; hired non-owned auto; employment practices and public officials liability insurance under Agreement No. 100121449 with Florida Insurance Alliance and has budgeted sufficient funds for its renewal.

If you have any questions, or require additional information, please do not hesitate to contact me at 305-640-1345 or at <a href="mailto:Juan.Alvarez@Alvarezeng.com">Juan.Alvarez@Alvarezeng.com</a>.



Sincerely, **Alvarez Engineers, Inc.** 

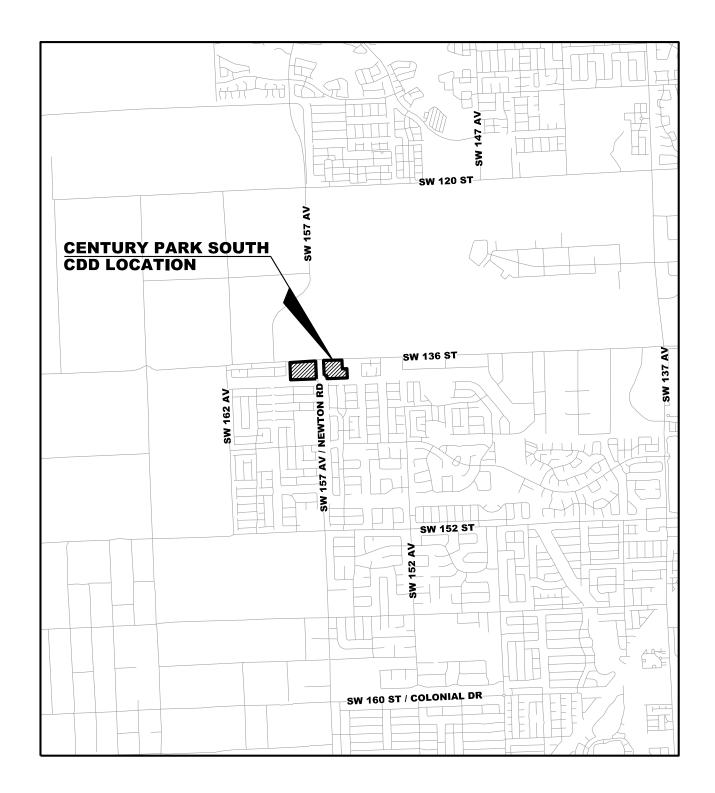
Juan R Alvarez
Alvarez
Date: 2022.07.01 14:09:49
-04'00'

Juan R. Alvarez, PE District Engineer Date: July 1, 2022



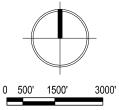
This item has been digitally signed and sealed by Juan R. Alvarez, PE on July 1, 2022.

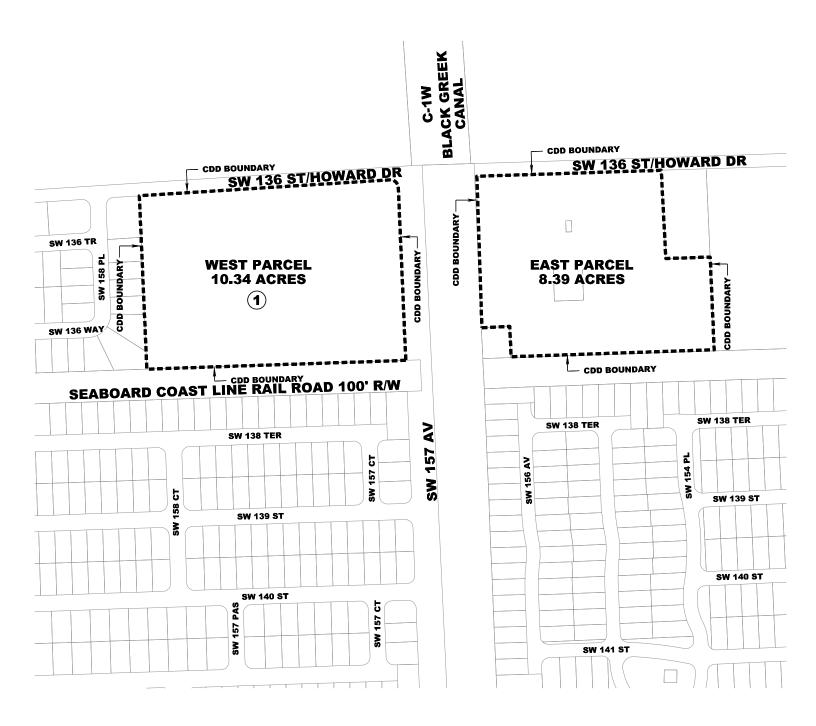
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



# **ALVAREZ ENGINEERS, INC.**

CENTURY PARK SOUTH CDD LOCATION MAP



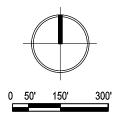


CDD EASEMENT

FOLIO: 35-5920-000-0060 ESMT: ORB 33815 PG 2643 CATEGORY: BLANKET EASEMENT

# **ALVAREZ ENGINEERS, INC.**

CENTURY PARK SOUTH CDD CDD EASEMENTS



# TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

#### INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc. ) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

#### GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in
Parts 5 and 6

## **Background Information** Please provide your contact and location information, then proceed to the template on the next sheet. Century Park South Community Development District ("CDD") Name of Local Government: N/A Name of stormwater utility, if applicable: **Contact Person** Juan R. Alvarez, P.E. Name: Position/Title: **CDD Engineer Email Address:** Juan.Alvarez@Alvarezeng.com 305-640-1345 Phone Number: Indicate the Water Management District(s) in which your service area is located. Northwest Florida Water Management District (NWFWMD) Suwannee River Water Management District (SRWMD) St. Johns River Water Management District (SJRWMD) Southwest Florida Water Management District (SWFWMD) South Florida Water Management District (SFWMD) ď

Indicate the type	e of local government:
	Municipality
٥	County
	Independent Special District

## Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

### Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The strategy consists of a 5-year cyclical program for cleaning the storm sewers, exfiltration trenches, and control structures by servicing 20% of the drainage system each year for 100% completion on the fifth year. Water quality of the receiving lakes is checked periodically and lake banks are mowed. The stormwater program is funded by non-ad-valorem assessments levied on the properties within the CDD. Yearly collection of the assessments is through the County tax bill.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
0	0	0	0	0	Ø	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
	•	0	•	0	<b>□</b>	Water quality improvement (TMDL Process/BMAPs/other)
0	Ø	0			0	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
0	•	•		•	•	
0	•	•				
0	•	0	0			
0	•	•	0	•		

## Part 1.2 Current Stormwater Program Activities: Please provide answers to the following questions regarding your stormwater management program. • Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? No If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program: • Does your jurisdiction have a dedicated stormwater utility? No If no, do you have another funding mechanism? Yes If yes, please describe your funding mechanism. The stormwater program is funded by non-ad-valorem assessments levied on the properties within the CDD. Yearly collection of the assessments is through the County tax bill. • Does your jurisdiction have a Stormwater Master Plan or Plans? Yes If Yes: How many years does the plan(s) cover? Are there any unique features or limitations that are necessary to understand what the plan does or does not address? No Please provide a link to the most recently adopted version of the document (if it is published online): N/A • Does your jurisdiction have an asset management (AM) system for stormwater infrastructure? No If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your

facilities are included?

• Does your stormwater management program implement the following (answer Yes/No):	
A construction sediment and erosion control program for new construction (plans revi	
and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle mainten	
yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, e	etc.)?
A system for managing stormwater complaints?	Yes
Other specific activities?	•
Notes or Comments on any of the above:  CDD Manager responsibilities include documenting stormwater complaints fr	om residents or issues
observed by field personnel and referring them to the CDD Engineer for asses	
observed by held personner and referring them to the CDD Engineer for asses	Silicite and Solution.
t 1.3 Current Stormwater Program Operation and Maintenance Activities	
v = 10 Carron Colonia (10 Carron Carr	
Please provide answers to the following questions regarding the operation and maintenance activities	undertaken by your
stormwater management program.	
Does your jurisdiction typically assume maintenance responsibility for stormwater systems	_
• associated with new private development (i.e., systems that are dedicated to public ownershi	
and/or operation upon completion)?	Yes
Notes or Comments on the above:	

votes of comments on the above.

The CDD operates and maintains systems located within parcels that are either owned by the CDD, or that the CDD has an easement over them. The CDD does not maintain systems within the CDD boundaries that have been conveyed to the County or to a municipality.

Routin	e mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc.?	No
		No
	and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasiv	re plant management associated with stormwater infrastructure?	Yes
Ditch o	leaning?	Yes
Sedim	ent removal from the stormwater system (vactor trucks, other)?	Yes
Muck	emoval (dredging legacy pollutants from water bodies, canal, etc. )?	No
Street	sweeping?	No
Pump	and mechanical maintenance for trash pumps, flood pumps, alum injection, etc.?	No
Non-st	ructural programs like public outreach and education?	No
Other	specific routine activities?	

## Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Nullibei	Measurement
Estimated feet or miles of buried culvert:	5,312.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:	0.00	
Estimated number of storage or treatment basins (i.e., wet or dry ponds):	0	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :	0	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		
Notes or Comments on any of the above:		•
Notes of Comments on any of the above.		
1		

ality (answe		anagement practices do you use to m	anage water now ar	id/or improve wate
		Best Management Practice	Current	Planned
	Tr	ee boxes	No	No
	Ra	ain gardens	No	No
	G	reen roofs	No	No
	Pe	ervious pavement/pavers	No	No
		ttoral zone plantings	No	No
		ving shorelines	No	No
	Other Bes	t Management Practices:		ı
	_			
	_			
ase indicate	which resources or documents you	used when answering these question:	s (check all that app	ly).
	Asset management system			
	GIS program			
	MS4 permit application			
	Aerial photos			
	Past or ongoing budget investment	S		
	Water quality projects			
	Other(s):			

Pavement, Grading, and Drainage Plans and CDD Records.

### Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

### Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Miami-Dade County

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

# Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

The current service area for the stormwater management program is the area of the CDD, 18.73 acres, and does not extend beyond the boundaries of the CDD.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

The service area is not expected to change.

**Proceed to Part 5** 

#### Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

<b>Routine Operation and Maintenance</b>		Expenditures (in \$thousands)								
	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to					
	LFT 2021-2022	2026-27	2031-32	2036-37	2041-42					
Operation and Maintenance Costs	9	49	55	62	70					
Brief description of growth greater than 15% over any 5-year period:										

#### Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
  - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

#### **Expansion Projects with a Committed Funding Source**

5.2.1 Flood Protection		Expenditures (in \$thousands)							
Project Name	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to				
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42				
N/A									

5.2.2 Water Quality	•	Exp	enditures (in \$tho	usands)	-
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LI I ZOZI ZOZZ	2026-27	2031-32	2036-37	2041-42
N/A					

#### Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

- 5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.
- 5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.
  - If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
  - List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

#### **Expansion Projects with No Identified Funding Source**

#### 5.3.1 Flood Protection

#### Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

#### 5.3.2 Water Quality

#### Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

	Stormwater Master Plan											
	Basin Studies or Engineering Repor	ts										
	Adopted BMAP											
	Adopted Total Maximum Daily Loa	Adopted Total Maximum Daily Load										
	Regional or Basin-specific Water Q	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan										
	Specify	<i>r</i> :										
	Other(s):											
ease list any strents, or other art 5.1). If your	ormwater infrastructure relocation or a adverse effects of climate change. Who jurisdiction participates in a Local Miti	modification projecen aggregating, incl	ts and new capit ude O&M costs f	or these future res	iliency projects and	d investments in th	is table (not					
is category (fo	r example, costs identified on an LMS p	roject list).										
Resilie	ency Projects with a Committed Fundi	ng Source	Expe	enditures (in \$thou	sands)							
Projec	t Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to						
			2026-27	2031-32	2036-37	2041-42						
N/A			2026-27	2031-32	2036-37	2041-42						
N/A			2026-27	2031-32	2036-37	2041-42						
N/A			2026-27	2031-32	2036-37	2041-42	_ _ _					
N/A			2026-27	2031-32	2036-37	2041-42						
	ency Projects with No Identified Fundi	ng Source	Ехре	enditures (in \$thou	sands)							
Resilie	ency Projects with No Identified Fundi	Ing Source LFY 2021-2022				2041-42 2037-38 to 2041-42						
Resilie			Expe 2022-23 to	enditures (in \$thou 2027-28 to	sands) 2032-33 to	2037-38 to						
Resilie Project			Expe 2022-23 to	enditures (in \$thou 2027-28 to	sands) 2032-33 to	2037-38 to						
Resilie Project			Expe 2022-23 to	enditures (in \$thou 2027-28 to	sands) 2032-33 to	2037-38 to						
Resilie Project			Expe 2022-23 to	enditures (in \$thou 2027-28 to	sands) 2032-33 to	2037-38 to						
Resilie Project N/A		LFY 2021-2022	Expe 2022-23 to 2026-27	enditures (in \$thou 2027-28 to 2031-32	sands) 2032-33 to	2037-38 to	No					
Resilie Project N/A	t Name	LFY 2021-2022	Expe 2022-23 to 2026-27	enditures (in \$thou 2027-28 to 2031-32	sands) 2032-33 to	2037-38 to	No N/A					
Resilie Project N/A	t Name  vulnerability assessment been complet	LFY 2021-2022 ed for your jurisdic	Expe 2022-23 to 2026-27 tion's storm wate	enditures (in \$thou 2027-28 to 2031-32	sands) 2032-33 to	2037-38 to	-					

#### Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

#### End of Useful Life Replacement Projects with a Committed Funding Source

#### Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

#### End of Useful Life Replacement Projects with No Identified Funding Source

#### Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

#### Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	F	unding Sources fo				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Reserve
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Expansion

011							
	Total	F	Funding Sources for Actual Expenditures				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Resiliency

~,							
	Total	F	Funding Sources for Actual Expenditures				
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

**Replacement of Aging Infrastructure** 

	Total	F	unding Sources fo	r Actual Expenditu	ires		
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Reserve
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committee Funding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	49	55	62	70
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	49	55	62	70

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Failding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
-		•	•	·
Remaining Unfunded Needs	0	0	0	0

### **Additional Table Rows**

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

Link to aggregated table to crosscheck category totals and uncategorized projects.

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Burian Manager	LEV 2024 2022	2022-23 to		2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type		154 2024 2022	2022 22 +-	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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	Project & Type Information			Expendit	ıres (in \$thou	sands)	
Project Type	Funding Source Type	D. C. I. Maria	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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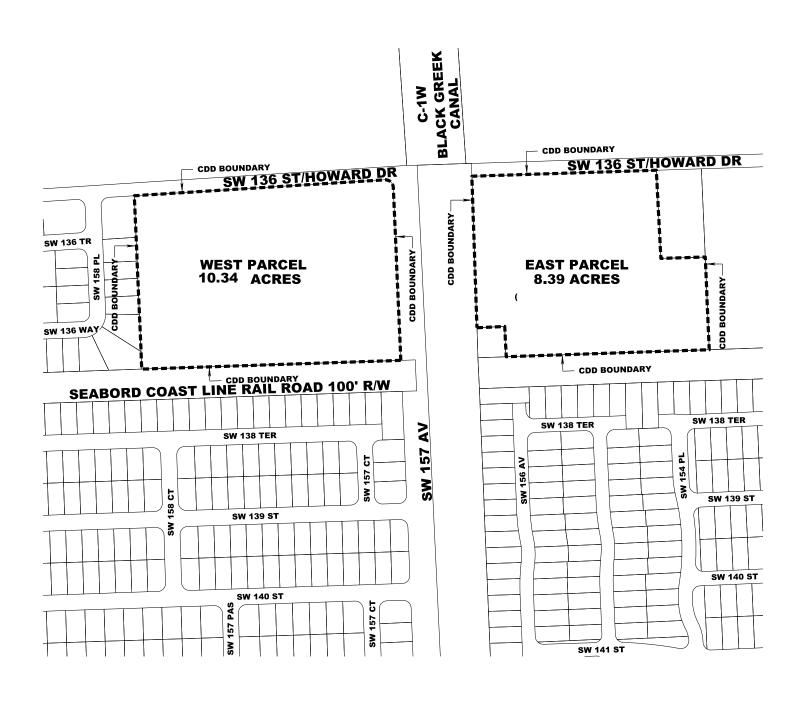
	Project & Type Information			Expendit	ıres (in \$thou	sands)	
Project Type	Funding Source Type	D. C. I. M. C.	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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	Project & Type Information			Expendit	ıres (in \$thou	sands)	
Project Type	Funding Source Type	D. C. I. Maria	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
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	Project & Type Information			Expenditu	ıres (in \$thou	sands)	
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

	Project & Type Information		Expenditures (in \$thousands)				
Project Type	Funding Source Type	Project Name LFY	LEV 2024 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

	Project & Type Information			E	xpenditures		
Draiget Type	Funding Course Type		LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Type	Funding Source Type		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects	without Project Type and/or Fund	ding Source Type	0	0	0	0	0



# **ALVAREZ ENGINEERS, INC.**

CENTURY PARK SOUTH CDD DISTRICT BOUNDARY

