

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY REGULAR BOARD MEETING & PUBLIC HEARING JUNE 8, 2022 11:00 A.M.

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

www.centuryparccdd.org 786.347.2711 Ext. 2011 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT At the Enclave Community Pool Area Gazebo 300 SW 87th Path Miami, Florida 33174 REGULAR BOARD MEETING & PUBLIC HEARING June 8, 2022

11:00 a.m.

		11.00 a.m.				
А.	Ca	all to Order				
B.	Pr	oof of PublicationPage 1				
C.	Es	tablish Quorum				
D.	Ac	ditions or Deletions to Agenda				
E.	Сс	omments from the Public for Items Not on the Agenda				
F.	Aţ	Approval of Minutes				
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G.	Old	Old Business				
	1.	Update Regarding the Pending Finalization of the Amendment to the Agreement Between the District and Century Park Condo Association a/k/a CP1				
H.	Ne	w Business				
	1.	Consider Approval of Caltran Engineering Proposal for Traffic Study				
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	2.	Review of Ms. Pedrayes' Email Communications/Inquiries Followed by Board DirectionPage 15				
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I.	Public Hearing					
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	3.	Reminder of Statement of Financial Interests Disclosure 2021 Form 1, Deadline July 1, 2022				
K.	Board Member Comments					
L.	Ad	journ				

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and Legal Holidays Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

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

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT-FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

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

09/24/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Sworn to and subscribed before me this 24 day of SERTEMBER, A.D. 2021

(SĔ

GUILLERMO GARCIA personally known to me



CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Century Parc Community Development District will hold Regular Meetings in the Century Park Clubhouse located at 8950 West Flagler Street, Miami, Florida 33174 at 11:00 a.m. on the following dates:

> October 6, 2021 February 2, 2022 April 6, 2022 June 8, 2022 August 3, 2022

The purpose of these meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (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 without advertised notice.

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

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CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING APRIL 6, 2022

A. CALL TO ORDER

The April 6, 2022, Regular Board Meeting of the Century Parc Community Development District (the "District") was called to order at 11:05 a.m. in the Century Park Clubhouse located at 8950 West Flagler Street, Miami, Florida 33174.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* September 24, 2021, as part of the District's Fiscal Year 2021/2022 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairman Nelson Avendano, Vice Chairperson Ysela Llort (via phone) and Supervisors Ramon German and Marco Tulio Villalobos.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Juan Alvarez of Alvarez Engineers, Inc.

Also present were the following: Arlene Pedrayes, CP1 Association Board President; Eli Alvarez, Property Manager from Gables Management; and Kathern Ramirez of Alvarez Engineers, Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

Mrs. Perez advised, pursuant to discussions with the District Engineer and in reference to Site Plans and Pavement Restoration Project Plans that had been circulated via email, the following items were added to the agenda under New Business:

G.4. Discussion regarding the speed signage within the District Boundaries;G.5. Consider approval and authorization to conduct a traffic study and speed analysis of the District owned roads; andG.6. Discussion regarding the Pavement Restoration Project

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. October 6, 2021, Regular Board Meeting

The minutes of the October 6, 2021, Regular Board Meeting were presented and the Board was asked if there were any corrections and/or additions.

A **MOTION** was then made by Supervisor Llort, seconded by Supervisor Villalobos and unanimously passed approving the minutes of the October 6, 2021, Regular Board Meeting, as presented.

G. NEW BUSINESS

1. Discussion Regarding Finalization of Amendments and Agreement between the District and the Associations within the District

Mrs. Perez noted that during a previous meeting the Board approved an Agreement and Amendments to be made to the existing agreements with the Associations within the District, removing the responsibility of the maintenance of the stormwater management system and having the District assume said maintenance responsibility. She also noted that she was still awaiting the CP1 Amendment and that she had received those for CP2 and for the Enclave.

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

Mrs. Perez presented Resolution No. 2022-01, entitled:

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

The Debt Service Assessment is higher than last year, which is due to amortization schedule fluctuations. The Administrative Budget is slightly lower than last year. Any un-used Maintenance/Contingency funds are being designated as reserve funds and will be used for future projects. So far there is \$332,620 designated for roads and \$80,150 designated for drainage. The Drainage Maintenance/Contingency budget has been decreased by \$7,000 and the Roadways Maintenance Contingency has been increased by \$7,000, so that the budget is in line with the annual budgeted amount suggested by the engineer.

Estimated available funds at 9-30-22 are anticipated to be approximately \$80,000, should no unforeseen expenses occur. A prior year carryover of \$3,080 has been issued (\$1,475 was set-up last year). The available fund balance takes the reserve fund for the Road & Drainage Repairs into consideration (i.e., available funds are in addition to the reserve balance). Because the overall assessment for 2022/2023 is currently lower than the 2021/2022 assessment, letters to residents would not be needed.

A **MOTION** was made by Supervisor German, seconded by Supervisor Avendano and unanimously passed adopting Resolution No. 2022-01, as presented, approving a Proposed Budget for FY 2022-2023 and Setting the Public Hearing for finalization for June 8, 2022, at 11:00 a.m. at the Century Park Clubhouse located at 8950 West Flagler Street, Miami, Florida 33174; and further authorizing the advertisement as required.

3. Discussion Regarding Stormwater Management System Inspection Report

Mrs. Perez advised that the Field Operations' team had conducted an inspection of the stormwater management system towards the end of January, which revealed that very little sediment was found in 58 of the structures. Therefore, the system does not require cleaning services at this time.

CP Storm Drainage - Inspections Log						
Date	Actions	Actions Taken				
Inspection	Recommended					
2016-08	20 Structures to be cleaned and 3 with roots presence to be removed	V Engineering conducted the recommended actions on 2016-12				
2018-10	40 Structures to be cleaned	Americlean conducted the cleaning on 2018-10				
2020-05	61 Structures to be cleaned	Express drain conducted the cleaning on 2020-06.				
2021-03	12 Structures to monitor. No cleaning recommended at this time.	Continuously monitored when heavy rains.				
2022-01	58 Structures to monitor. To be checked again in 6 months. No cleaning recommended at this time.					

4. Discussion Regarding Speed Signage within District Boundaries

Mrs. Perez advised that she had been contacted by one of the Associations, specifically Ms. Pedrayes, the President for CP1, who inquired about specifications for the installation of speed signage. I searched the District's records and did not find any signage plans. I reached out to the District Engineer requesting street signage plans for District records and in order to provide same to the Associations. It was determined that the District does not have any street signage plans.

In order for the District Engineer to be able to recommend locations which will require traffic calming signs, a traffic study would need to be conducted. Mrs. Perez also requested a proposal from Caltran Engineering. The District received a proposal from Caltran the day prior to the meeting and same was provided to the Board via handout. Upon further review and discussion, it was determined that the proposal was not specifically for the area of concern.

The District Engineer provided his opinion recommending against the installation of additional signage. Supervisor Llort gave his professional opinion. Supervisor Llort happens to be a civil engineer with experience in this area. Supervisor Llort recommended against the installation of additional signage and explained why, which was supported by the District Engineer.

A discussion ensued and Ms. Pedrayes elaborated on her concerns for the safety of the community with regard to the speeding that is happening. The Board then directed District management to request a proposal for a traffic study, specifically of SW 88 Place starting from West Flagler Street all the way to SW 4th Street, for review and consideration during an upcoming meeting.

5. Consider Traffic Study and Speed Analysis of District Owned Roads

This item was discussed previously during the meeting and no action was taken, as the provided proposal was not for the specified area of concern.

6. Discussion Regarding Pavement Restoration Project

The District Engineer's inspection determined that several areas throughout the community had similar issues and the District Engineer provided Pavement Restoration Repair plans dated March 30, 2022, which indicated locations and specifications for the scope of work for the necessary maintenance repairs.

This information had previously been circulated to the Board and Staff via email on March 31, 2022, and again was provided via handout during today's meeting.

The District Engineer recommended that the project be conducted all at once in order to provide consistency and for the Associations to be able to save costs on mobilization. Ms. Eli Alvarez of Gables Management agreed to work together with all three of the Associations (which her firm manages) within the District to engage the services of one contractor.

H. OLD BUSINESS

1. Update Regarding Miami-Dade County Owned SW 4th Street (Between SW 87th Avenue & SW 89th Court)

Mrs. Perez provided the following summary of actions taken by District management's Fields Ops and noting that the District was not responsible for the road:

October 27, 2021, we reported this situation to Miami-Dade County (311). According to their response issued on October 29, 2021, Ticket 21-10452104 was opened. The County covered some potholes in the area, but the irregularity problem persisted.

After some phone calls to the County with no result, on January 11, 2022, we sent an email to District 6 Commissioner Sosa's Office and also reported it to Miami Dade County (311).

On February 8, 2022, we went back to her office because we had not received a response. Natasha Santos from the commissioner's office contacted us and advised that they had reported the issue to Public Works and that they were going to contact us.

On March 22, 2022, since Public Works never contacted us, the commissioner's office was contacted via email. Natasha Santos advised that the matter had been directed to the Miami-Dade Department of Transportation and Public Works for review for resurfacing. Ronald spoke with Natasha and she informed advised him that they usually take 30 days to reply. We will circle back with them on or near April 22, 2022.

I. ADMINISTRATIVE MATTERS 1. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board, pointing out that available funds as of March 31, 2022, were \$189,113.50.

2. General Election and Candidate Qualifying Period

Mrs. Perez advised that the official qualifying period for the office of Supervisor runs from noon, Monday, June 13, 2022, through noon, Friday, June 17, 2022.

A qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior (Monday, May 30, 2022) to the beginning of the qualifying period to be processed and filed during the qualifying period. [F.S. 99.061(8)] {Please note that the Miami-Dade Supervisors of Elections office will be closed on May 30, 2022 in observance of Memorial Day.}

CENTURY PARC COMMUNITY DEVELOPMENT

CHR	Seat 3 Nelson Avendano	Expires 2022
AS	Seat 4 Marcos Tulio Villalobos	Expires 2022
AS	Seat 5 Ramon German	Expires 2022

3. 2021 Form 1 – Statement of Financial Interests

Mrs. Perez advised that the Board should be receiving in the mail their 2021 Form 1 – Statement of Financial Interests and to complete and mail in or hand-deliver the completed form to the Supervisor of Elections' office no later than July 1, 2022.

J. BOARD AND STAFF CLOSING COMMENTS

Mr. George provided information regarding the newly required 20-year use analysis.

K. ADJOURNMENT

The Regular Board Meeting was adjourned at 12:05 p.m. on a **MOTION** made by Supervisor Avendano, seconded by Supervisor German and passed unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chairperson

April 14th, 2022 Special District Services, Inc. Cell Phone: (786) 985-2248



Mrs. Gloria Perez

CALTRAN Engineering Group, Inc. (CALTRAN) is pleased to submit the following proposal to provide a traffic study for the development located at SW 87th Avenue & SW 4th Street, Fontainbleau, FL 33174.

Contract

THIS AGREEMENT (this "Agreement) is made and entered into on this 14th day of April, 2022, by and between **CALTRAN Engineering Group, Inc.**, ("Consultant") whose mailing address is 790 NW 107 Avenue, Suite 200, Miami, FL 33172 and Special District Services ("Client") whose mailing address is The Oaks Center, 2501A Burns Road, Palm Beach Gardens, FL 33410 for purposes of providing engineering services to complete a traffic study following Miami-Dade County Criteria.

Article I. Term

The Scope of Work shall commence no later than 5 days after mutual execution of this Agreement (the "Commencement Date") and delivery to CALTRAN through a Notice to Proceed (NTP). The Work shall be completed in within 4-6 calendar weeks after the Commencement Date.

Article II. Scope of Work

The following Specific items shall be included in the Scope of Work for the traffic study, in case that additional items are requested as part of the approval process a revised proposal and fee will be renegotiated:

- 1. Assessment of the community traffic conditions during AM and PM peak hours. This study will be bound only to those streets within Century Parc.
- 2. Perform (2) 48-hr (Wednesday-Thursday) volume/speed count stations along the community roadway segments as follows:
 - 1. SW 87th Place 550 feet south of W Flagler Street
 - 2. SW 87th Place 420 feet north of SW 4th Street



- 3. Determine the appropriate regulatory posted speed limit for the community.
- 4. Evaluate traffic dynamic and develop a matrix with traffic calming alternatives (i.e speed humps, roundabouts, diverters, etc.)
- 5. Up to three meetings as necessary to include the Client and City or County, as needed.
- 6. Present complete final documentation (2 hard-copy reports and digital files).

Article III. <u>Fee Proposal</u>

- 3.01 Based on the above tasks, CALTRAN can complete this study for a lump sum cost of **\$5,000.00**.
- 3.02 Subject at all times to the other requirements and limitations set forth in this Agreement, Client agrees to make Progress Payments to Consultant.
 - (a) 50% of the Contract Price is due within five (5) days of mutual execution of this Agreement and Notice to Proceed, which shall be held as a retainer and shall be applied against the final invoice.
- 3.03 These figures are limited to the proposed scope and site plan provided at the time of notice to proceed; anything that is going to required an additional 10% of time allocated by CALTRAN to changes requested by the client will be considered additional services entitling CALTRAN to request compensation according to the approved mentioned in section 3.10. These fees also do not include any substantial direct expenses (i.e. printing of more than two copies), participation in meetings or negotiations not related to the scope, as well as, potential comments generated by stakeholders which may take place after 6 months of CALTRAN final submittal.
- 3.04 Disclaimer: This scope is limited to perform a traffic study. This scope does not the intent to preclude or prevent incidents or crashes or the need of implementation of additional improvements such pavement

restoration and/or adding traffic control devices. CALTRAN will not be responsible of lack of compliance with Federal, State, County or City of existing/proposed conditions or features outside of CALTRAN scope.

- 3.05 At such time as Consultant shall desire to obtain any Progress Payment, Consultant shall deliver to Client a request for disbursement (each being hereinafter referred to as a "Request") which shall be paid to Consultant in accordance with this Agreement; provided that Consultant provides to Client partial releases of lien and waivers for the Scope of Work completed by Consultant as of the date of the Request.
- 3.06 Consultant's signature and submittal of a Request shall comprise Consultant's certification that the Scope of Work for which payment is requested has been completed in accordance with this Agreement and has been fully paid for or will be fully paid for with the proceeds of the requested advance.
- 3.07 Subject at all times to the other requirements and limitations hereof, Client shall make payment to Consultant not later than fifteen (15) days after Client receives a properly completed Request for Progress Payment from Consultant. Payments outstanding beyond such 15 day period shall incur an interest of 15% per annum or the highest rate allowed by law, whichever is greater, until such time as the outstanding amount is paid in full, in addition to any fees or expenses (including but not limited to reasonable attorneys' fees and court costs) incurred by Consultant in attempting to collect the overdue payment.
- 3.08 Prior to disbursement of the final Progress Payment, Consultant shall deliver final releases of lien from Consultant and all materialmen, contractors, subcontractors, laborers or any other person, firm or corporation for goods delivered or for services performed by them regardless of whether such persons filed a notice to Client.
- 3.09 **Exclusions:** Contract Price does not include supplementary evaluations such as additional traffic data collection and intersection microscopic analysis, topographic, structural analyses for not atgraded structures, landscaping, and/or geotechnical inspections. The following items are also to be excluded from the scope of this agreement: Payment of permit or application fees, site and construction safety, construction administration, services or preparing to serve as expert witness in connection with any proceeding, legal or otherwise regarding this project.
- 3.10 In the event Client wishes to have Consultant assist in other supplemental/additional tasks or participate in hearings or meetings beyond those expected under the Scope of Work, this can be addressed with an addendum to this Agreement based on Consultant's hourly rates as follows: \$231.00 per hour for project manager, \$231.00 per hour for senior Staff Engineer, \$145.00 per hour for Traffic Engineer, \$125.00 per hour for CAD Operator/Sr Technician and \$80.00 per hour for technician/clerical.

Article IV. <u>Changes in Services</u>

- 4.01 All time limits stated in this Agreement are of the essence. Notwithstanding the foregoing, in the event that (i) Client changes instructions which require revisions to the Project (including but not limited to a change in Client's budget or size of the Scope of Work and/or the Project); (ii) there is a change or revision in any applicable code, law, regulation or official interpretation which necessitates changes to the Project; or (iii) Client's failure to perform as required hereunder, the parties shall agree to an appropriate adjustment in Consultant's schedule and if necessary, the compensation due to Consultant hereunder.
- 4.02 Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires; riots; war or other emergencies or acts of God; failure of any governmental

agency to act in a timely manner; failure of performance by Client or Client's consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation. Nothing herein shall serve to include the current COVID-19 Pandemic as justification for any delay of the Work, and Consultant shall abide by any and all local, state, and federal guidelines with regard to such Pandemic; however, unless local, state or federal rules, laws, restrictions are implemented as a result of COVID-19 that interfere with Consultant's ability to perform its work justification for delay will be granted.

- 4.03 If Consultant is delayed at any time in the progress of the Scope of Work by changes ordered in the Scope of Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Consultant's control, or by any cause which Client may determine justifies the delay, then the Completion shall be extended by written change order for such reasonable time as parties may mutually determine. All requests for extensions of time other than those associated with changes in the Scope of Work must be submitted in writing to Client within five (5) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.
- 4.04 Any changes in the Scope of Work or any adjustment in the Contract Price or time periods in this Agreement shall only be made upon written change order executed by Client and Consultant. If Consultant proceeds with such changes to the Scope of Work without obtaining a written change order, it shall be assumed that Consultant has performed such Scope of Work at no additional charge. The requirement for written change orders under this Article cannot be waived and it is a condition precedent to Consultant being entitled to any payment for the additional Scope of Work performed.

Article V. <u>Ownership of Documents</u>

- 5.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service ("Instruments of Service") for use solely with respect to this Project. The Consultant and the Consultant's consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client paying the Contract Price, Client shall become the owner of the Instruments of Service and Consultant shall provide Client with copies of the Instruments of Service. However, Consultant shall retain the copyrights to the Instruments of Service.
- 5.02 Upon execution of this Agreement, the Client shall have the right to reproduce the Consultant's Instrument of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations set forth in this Agreement, including prompt payment of all sums when due, under this Agreement.
- 5.03 Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants.
- 5.04 Consultant shall retain copies of drawings for its own portfolio and marketing brochures.

Article VI. <u>Termination or Suspension</u>

- 6.01 If Client fails to make payment for services or otherwise materially defaults under the terms of this Agreement, Consultant, at its option, may declare this Agreement in default and may either terminate the Agreement or suspend the work. If Consultant elects to terminate this Agreement, Consultant shall provide Client with written notice of termination as stipulated herein.
- 6.02 Termination for Cause: Either party may terminate this Agreement upon seven (7) days written notice. The party initiating the termination notice must provide the other with a reasonable opportunity to cure, but in no event more than ten (10) calendar days from receipt of written notice.

- 6.03 Termination of Consulting Services Not-for-Cause: Client may terminate Consultant without cause upon seven (7) day written notice of termination. In the event of termination without cause, Consultant shall be compensated for all services actually rendered through the date of receipt of written termination notice in accordance with the terms of this Agreement.
- 6.04 Termination of Professional Services with the Client Not-for-Cause: Consultant may terminate professional Services with the Client, without cause, upon no less than forty-five (45) calendar day written notice.

Article VII. <u>Miscellaneous Provisions</u>

7.01 Insurance

- (a) Insurance Required. Consultant shall, at its sole expense, maintain at all times during the performance of the Scope of Work under this Agreement and during the term of this Agreement, and for such additional time as may be required by the Agreement, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the State in which the Property is located, currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best, and under forms of policies consistent with the following provisions; (i) Worker's Compensation coverage in compliance with statutory requirements; and Employer's Liability insurance covering all employees of Consultant, with limits of liability of \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee; (ii) Commercial General Liability on ISO CG 00 01 or equivalent form acceptable to Owner written on an occurrence basis with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year, (iii) Professional Liability/Errors and Omissions Insurance of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, applicable to professional acts, errors and omissions arising out of the Services to be performed under the terms of the Contract; (iv) Automobile Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence covering the liability of Consultant arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated; and (v) Umbrella or Excess Liability insurance following the form of Employer's Liability, General Liability, and Automobile Liability, with minimum limits of \$1,000,000. Consultant shall require all subconsultants to carry the insurance required herein unless otherwise authorized in writing by Client, or the Consultant may, at its option, provide coverage for any or all subconsultants, and, if so, the evidence of insurance submitted shall so stipulate. The client shall be named as an additional insured on subconsultant's insurance policies, with the exception of any professional liability insurance.
- 7.02 **Betterment:** If due to the Client's negligence, a required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 7.03 **Indemnification:** Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non- performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.
- 7.04 Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability

and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non- performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.

- 7.05 This Agreement and the exhibits and schedules attached hereto and incorporated herein represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only if agreed to by both parties, in writing and executed by both parties.
- 7.06 This Agreement is deemed effective only upon execution by both parties. If full execution is not accomplished within forty-five (45) days from the date indicated on page one of this Agreement, the offer set forth by tendering a signed copy of this Agreement shall be null and void.
- 7.07 **Written notice:** Written notice shall be deemed to have been duly served if delivered in person to Consultant or Client or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed at the addressed first listed above.
- 7.08 Any term or provision of this Agreement found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- 7.09 **Amendments:** This Agreement may be amended by the parties only by a written agreement signed by both parties.
- 7.10 **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to court costs and reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 7.11 **Third-Party Beneficiaries:** There are no Third-Party Beneficiaries to this Agreement and nothing contained in this Agreement gives any person(s) or entity(ies) any rights against Consultant or Client, whether as a third-party beneficiary or otherwise.
- Florida Statute 558.0035: Subject to the provisions of 7.12 Section 558.0035, Florida Statutes, PURSUANT TO, SUBJECT TO THE CONDITIONS AND BUT LIMITATIONS OF, SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HFI D **NEGLIGENCE** INDIVIDUALLY LIABLE FOR OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT
- 7.13 **No Personal Liability**: None of Consultant's partners, directors, officers or employees will have any personal liability under or in connection with this Agreement, and Client shall not name them in or seek to join them in any action related to the Services or this Agreement.

- 7.15 **Governing Law**. This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the substantive laws of such State. Upon the occurrence of any dispute directly or indirectly arising under or in connection with this Agreement, which dispute is not amicably resolved by all parties thereto, all parties to this Agreement, by their execution of this Agreement, designate the applicable state or federal court situate in Miami-Dade County, Florida as the sole tribunal to which such dispute shall be taken and all parties hereto hereby agree to submit to and be bound by the personal jurisdiction of such court.
- 7.16 **CONSEQUENTIAL DAMAGES WAIVER:** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.17 **Limitations:** Consultant's Liability to Client for damages arising out of the services contemplated herein are limited to the sum of the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

CONSULTANT	CLIENT	
CALTRAN Engineering Group, Inc.		
Ву:	Ву:	
Print Name:	Print Name:	
Title:	Title:	
790 NW 107 Avenue, Suite 200, Miami, FL 3	33172 / Tel (786)456-7700 / Fax (786)513-0711	Page 7
, -, -, -,		Updated 11/2021

From: Gloria Perez
Sent: Wednesday, May 25, 2022 11:46 AM
To: Owners Voice <cp1ownersvoice@outlook.com>
Cc: Ramon German <rgerman@med.miami.edu>; Nelson Avendano <navendano351@gmail.com>; rcainzos@gablesprorealty.com; Marlene Perez <MPerez@gablesprofessional.com>; twodraska@fdsinc.org; info centuryparcmiami.com <info@centuryparcmiami.com>; info@centuryparkcondo.com; Gregory F. George <GregoryG@bclmr.com>; Gabrielle Vitucci
<gvitucci@sdsinc.org>; Ginger E. Wald <gwald@bclmr.com>; Frances Ware <FWare@sdsinc.org>; marcovillalobos@comcast.net; Ysela Llort <ysela.llort@gmail.com>; Eliana Alvarez
<ealvarez@gablesprofessional.com>
Subject: RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response 2022-05-25
Sensitivity: Confidential

Dear District Board members; First and most important please <u>do not reply all</u> to this email, only respond individually to myself to avoid an infraction of the Sunshine Law.

Good morning Arlene,

I am in receipt of the email communication below and will be presenting the same in the upcoming meeting book for the Boards review and response during the upcoming meeting scheduled for <u>Wednesday</u>, June 8, 2022 at 11:00am.

Please note that this meeting will be taking place at a different location. Here is the meeting information;

Public Hearing and Regular Board Meeting of the Century Parc Community Development District

The Board of Supervisors of the Century Parc Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 8, 2022, at 11:00 a.m., or as soon thereafter as can be heard, in the Enclave Community Pool Area Gazebo area located at <u>300 SW 87th Path, Miami, Florida</u> <u>33174</u>.

Thank you,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922



BOARD MEMBERS: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Owners Voice <cp1ownersvoice@outlook.com>
Sent: Tuesday, May 24, 2022 12:02 PM
To: Gloria Perez <gperez@sdsinc.org>
Cc: Ramon German <rgerman@med.miami.edu>; Nelson Avendano <navendano351@gmail.com>; rcainzos@gablesprorealty.com; Marlene Perez <MPerez@gablesprofessional.com>; twodraska@fdsinc.org; info centuryparcmiami.com <info@centuryparcmiami.com>; info@centuryparkcondo.com; Gregory F. George <GregoryG@bclmr.com>; Gabrielle Vitucci
<gvitucci@sdsinc.org>; Ginger E. Wald <gwald@bclmr.com>; Frances Ware <FWare@sdsinc.org>; marcovillalobos@comcast.net; Ysela Llort <ysela.llort@gmail.com>; Eliana Alvarez
<ealvarez@gablesprofessional.com>
Subject: RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response 2022-05-16
Sensitivity: Confidential

Good morning Arlene,

May 24, 2022

Good morning Gloria,

Below I have responded to your email in, "GREEN".

District management oversees administration and operations of the District, maintains official records of the District, provides proper meeting notices as required, sets agendas, prepares annual budgets, assists with audits, prepares financial reports, etc. District management takes direction from the Board collectively. The District Board makes the decisions. I will be present these requests and previous communications to the Board for direction.

What's the name/conduct information of the external company that conducts the audits for Century Parc #1 & #2?

We are at a lost with your email response and need clarification. Are you stating that a board that consists various associations will decide at our homeowner's expense if the CDD should be charged for the rental space when the <u>actual owners are required to pay and own that space</u>?

GP-I have made no such statement and the District has not agreed to nor engaged in an agreement to pay any designated amount for the use of the meeting space. Therefore, your previous requests, invoices and this communication will be presented to the Board for discussion and direction.

AR- You stated the board would decide if the rental space will be charged. The CDD is public, **however the facility the CDD has been using is, "Private" property, not public**.

Therefore, we are at a lost, why you feel the Board decides at the homeowner's expense if there will be a charge when homeowners are charged. It is not up to the board. If that is the method of thinking, then the CDD can go to any private setting and set up their meeting at that companies or homeowner's expense. We are sure that is not the case, thus why is this any different?

This is a private business matter not to be decided among any Board other than the Board the homeowners elected. <u>Therefore, no need to place it on any agenda as this is private</u> <u>property and a private business.</u> Also, not understanding why you reached out to others and not us, the ones that sent the CDD the actual invoices. We could have answered any questions you may have had.

GP – Century Parc Community Development District (the "District") is a local unit of special purpose government and therefore a public entity and not a private entity. Therefore, District business is not a private matter (as previously explained), and I must seek the direction from the District Board as you have forwarded invoices on behalf of CP1 that the District Board has not agreed to nor budgeted for.

Ar- No one stated the CDD is a private matter, please read my email. The <u>USE</u> of the clubhouse is a Private entity matter not up to the CDD and if the CDD was not invoiced in the past as you have stated, it is a shame because the homeowners lost thousands of dollars.

As for the CP1 agreement, there are concerns and you were informed that it was under legal review. We fail to see the intentions here as it has previously been discussed.

GP - You had mentioned you would be forwarding questions with regards to this amendment during the meeting of April 6, 2022, and in communications following I agreed to forward to District Counsel to address your anticipated questions. I have not received these questions from you to forward to District Counsel.

AR- We stated we would provide them and will do so.

These are a few items that would be beneficial to add to the agenda for the next meeting:

GP – I will present this communication to the Board for review and discussion.

Ar- Hopefully by that you mean you "will add" it to the agenda for the Boards review your comment is not clear. Because as homeowners, we want these items added to the agenda for the meeting and discussed in our presents not behind closed doors.

1. We would like an update to the question asked about the CDD response time to repairs.

Back on Jan. 13, 2022, we inquired about the grate repairs. It is now May 2022 and still no response. How long does it take the CDD to provide a response?

GP – On Tuesday, January 18, 2022, at 11:38 AM, the District received a formal email of storm drain issues with images. I reviewed the images, and it was determined that the issues were actually of the pavement and not the grates. I responded to the same on Tuesday, January 18, 2022, at 12:18 PM, followed by conversations with the CP1 and CP2 staff. In the communications the staff, it was recommended that the areas of concern be barricaded and marked with spray paint until repairs can be made. I also provided the agreement between the Association as confirmation that the pavement repairs were the Association's responsibility.

I also forwarded the same to the District Engineer (thereby copying all parties) requesting an inspection to be conducted to determine if the patching work the Association maintenance staff was conducting would suffice and/or if additional repairs would be required.

The District Engineer's inspection determined that several areas throughout the community had similar issues and the District Engineer provided Pavement Restoration Repair plans dated March 30, 2022, providing locations and specifications for the scope of work for said necessary maintenance repairs. This information was circulated to the Board and Staff via email on March 31, 2022, and again as a handout during the District Board meeting held on April 6, 2022, in which you were in attendance.

During this meeting with Ms. Eli Alvarez of Gables Management present, it was determined that the Association Management company would work together with all three of the Associations within the District to engage the services of one contractor thereby saving the Associations' mobilization costs and providing a uniform result which Ms. Alvarez agreed with and confirmed that she would be able to collaborate and execute said project.

AR – Going forward please include the elected Board along with the staff. Yes you had suggested in that meeting that the same company be used for the repairs. Since this is all new to a few of us and a learning process we are trying to understand the added value in having the CDD in the first place. The CDD repaves the street once every 30 years and cleans the storm drains. The issue is that the

homeowners have contributed millions of dollars. End results it is costing the homeowners more money vs an added value. On one hand the District states they own and maintain the roads, yet on the other hand the important upkeep is the responsibility of the Association (the homeowners).

2. Why do the homeowners have to pay extra insurance for the CDD (as in exhibit "C" of the agreement) when contractors are required to be insured by the State of Florida?

GP - In "Exhibit C" the district does not call for extra insurance. It is asking to be named as additional insured on the general liability section of the Association's insurance policy and providing for waiver of subrogation. This is applicable under all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under the Agreement and provides for coverage limits. If you have further questions regarding this provision, District

counsel will be in attendance at the District Board meeting scheduled for June 8th 2022 to provide further explanations as necessary.

Ar- What is the purpose to add the District on the insurance the homeowners pay and provide a waiver of subrogation (in any part of whole)? Can you please clarify that?

3. Our homeowners requested speed signs be installed, which may cost approximately \$350.00. Per the CDD, a study is required (and per info obtained in the last Apr. 6, 2022, meeting) which may cost thousands. I believe Enclave received an estimate of approx. \$6,300.00 for signs, which at that meeting a Board member from Enclave rejected. CP1 would be less due the concern being one road, an estimate of a study was going to be provided in the next meeting. We would like to have disclosure on all bids at this meeting.

GP – Arlene, you contacted me asking for the District to provide locations for street signs to be installed. I searched the District's records and did not find signage plans in our records and I contacted the District engineer requesting street signage plans to be forwarded for your use and records. It was determined that the District does not have street signage plans. A traffic study proposal was requested for the District and the District received a proposal the day prior to the meeting. Upon further review and discussion, it was determined that the presented proposal was not specifically for the area you were concerned with.

Ar- That was stated in my email, it was for Enclave and the representative of Enclave rejected the plan. What was agreed was that in the next upcoming meeting,

which is June 8, 2022, the District would provide CP1 with an estimated cost of this so call study to install a sign. We await that estimated cost at this meeting.

The District engineer and one of the Board members Ms. Llort whom happens to be a civil engineer with experience in this area, did not recommend for additional signage to be installed providing an explanation as to why, which was supported by the District engineer. Pursuant to your insistence regarding your concerns for the safety of the community the Board directed District management to request a proposal for a traffic study specifically of SW 88 Place starting from West Flagler Street all the way to SW 4th Street, for review and consideration during the upcoming meeting. The proposal will be presented as typically done in the meeting book if made available in a timely manner otherwise via handout during the meeting. I will gladly share the same with you.

AR- Ms. Llort stated it was not necessary and **provided her personal opinion** as to why. Our concern was that the owners requested it and there was a recent accident. If it is not necessary, then why does Miami Dade County place so many signs in areas such as the one we are referring to? Our concern was between the division of CP2 and CP1, exiting the W. Flagler Street. The District extended the study to include SW 4 Terr. No by our request.

4. Previously we asked if the CDD will repair, apply sealcoating, stripe paint our roads. We were informed by Ms. Gloria Perez, that the CDD does not provide those services if not the homeowners Assoc need to foot the expense.

GP – As the maintenance agreement stands the Association(s) are fully responsible for maintaining the roadways. Please note that the District does not conduct sealcoating pursuant to the District Engineer's (Mr. Juan Alvarez of Alvarez Engineering copied herein) recommendations. The District roads are to be maintained under the standards of Public Works Code. In the past Mr. Alvarez has explained that sealcoating creates a slippery surface and this application on an existing road serves more as an aesthetic.

What is most important as stated on the previously provided Engineer's report Section 2.1. Roads; are the street markings that have been identified as faded.

As previously stated and for clarification the information I am providing is in response to the inquiry and not limiting the Association from perform sealcoating project as pursuant to the maintenance agreement it may do so under its own budget and liability.

I would like to add, that in efforts to work together and for the best interest of the residents, the District created a sinking fund about six (6) years ago to collect funds for the pavement replacement anticipated for 2031 pursuant to the Engineer's Report. This will provide funds thereby preventing the Association and/or the District from having to conduct a large assessment increase when this project is due to be conducted.

Ar- What year did the CDD start collecting funds from the homeowners 2002? How much money do we have in the sinking fund account? Where were the funds maintained prior to this sinking fund for the past 15 years? According to the financial report dated March 2022 the Bank balance as of Mar 31, 2022, is \$613,747.22. Miami Dade County stated they do not charge a fee; they only collect the funds for the 3rd party and disbursed what they collect. In this case the District. Reference: Tax Collections 2021-2022; listed are fees at \$4,424.74 and discount \$17,846.80 (is this for early payments?). Who are those credits distributed to?

We would like to know why the CDD does not perform these types of repairs on this public road?

GP – The District is not responsible for road maintenance. The Association under 3.0 Performance, Section (a) of the maintenance agreement is fully responsible for the maintenance, cost and liability of the road.

Ar- That might be in the agreement, the question is why the CDD does not perform those types of repairs with the funds collected from the homeowners. What can the homeowners do to amend sections of the agreement?

We are requesting for the next meeting a detail document stating what is covered to pass out to the homeowners.

GP – I am not sure what which document you are referring to? I will gladly provide information if I have record of it. Otherwise, I will forward this inquiry to the Board for direction.

AR- We are requesting that the CDD or Board create a form in an easy format of what is covered by the CDD when it comes to our roads. We want it in simple terms to distribute to the homeowners. 5. What is the difference between the CDD vs Miami Dade County maintaining these public roads?

GP – As it relates to the District, the District owns the roads not Miami-Dade County.

Ar- That did not answer the question. We know the District owns the road not Miami-Dade County. What would be the different in Miami Dade owned the roads vs the District? If the homeowners wanted Miami-Dade County to oversee these roads what would be the process? We are seeking, "Added Value".

6. What is and why does CP1 & CP2 homeowners pay the CDD for Century Parc Villas? Is that for Century Parc Enclave, please clarify?

GP – The District is one (1) entity that encompasses all three (3) associations within its boundaries. All units within the District's boundaries are assessed equally. Please refer to the attached Budget and Engineers report as a reference.

AR- The question was not answered. The District may see it all as one, but fact is, it is not legally. The question is why do the homeowners of CP1 & CP2 have to pay into the Century Parc Enclave Villas when the owners of CP1 and CP2 do not even use their roads?

- 7. How much has the homeowners of CP1& CP2 financially contributed since the start of this project?
- GP Please clarify what project are you referring to?

Ar- Since we have not seen anything done in CP1 except for cleaning the storm drains once & CP2 twice, we are not sure what the projects are. We want to know how much money the District has collected from the homeowners of CP1 & CP2 since the start of the developer in whole, without any expenses in one lump sum and in addition how much money have the homeowners of CP1 & CP2 paid in Admin./Maint. in one lump sum to the District since the 1st tax deduction?

a. How much do we currently have reserved in bonds (in total) for both our associations?

GP – The Series 2012 Bonds are paid pursuant to the amortization schedule. This amount is shown on the budget under the line item referred to as Debt Assessment and further detailed on the Proposed Debit Service Fund Budget page. I am not sure what you mean by associations reserves for bonds.

Ar- Again, not answering the question. What is the outstanding dollar amount in bonds? Why do homeowners have to research everything and not obtain a simple response? How much do the homeowners of CP1 & CP2 own on the bonds?

b. What was the actual cost to build the public roads for Century Parc #1 and #2 (complete dates May and July of 2001)?

GP – This request for information will require research. I will look into this further to provide you with a response in a timely manner.

Ar- Pending Response

Ms. Gloria Perez, emails start with the following in Red and Bold writing: Dear District Board members; First and most important please <u>do not reply all</u> to this email, only respond individually to myself to avoid an infraction of the Sunshine Law.

a. We would like to know what Sunshine Law infraction are you referring to that may be in violation?

GP – I include that statement directed to *District Board members*, in communications that include multiple Board members as a courtesy reminder to prevent them from responding all to the communication.

Ar- I saw that however one would think they were aware of not responding since the email was not directed to them if not you. FYI, you have indicated the same message in the past excluding the board, therefore it appeared to be the norm. However, thank you for that clarification.

Article I, section 24(b), of the Florida Constitution and section 286.011, Florida Statutes could be violated by Supervisors when "replying all," as this would be communication among the members on an issue upon which the Board will take official action subject to the Sunshine Law.

b. What is the direct Florida statue that risk being violated?

GP – Article I, section 24(b), of the Florida Constitution and section 286.011, Florida Statutes could be violated by Supervisors when "replying all," as this would be communication among the members on an issue upon which the Board will take official action subject to the Sunshine Law.

9. What is the added value of the homeowners footing the bill for CDD?

GP – The homeowners within the District's boundaries are assessed for the maintenance of the District owned infrastructure whether it be through the Associations' budget under an existing agreement or by the District for items not covered under the Association's agreement such as the stormwater management system currently being removed from the Associations agreement pursuant to the latest amendment provided and pending finalization for CP1.

For example, if the District did not have an agreement in place with the Association to maintain certain infrastructure owned by the District such as the roads; the District would need to create a budget line item for the road maintenance. This would then change the budget and possibly an increase of the maintenance expenses for each home to pay to the District.

Ar- again not answered.

Please provide a list of the benefits to homeowners, as their representative we would like to distribute this information to all homeowners.

GP – I am not sure what list you are referring to? But feel free to visit the District's website at <u>https://centuryparccdd.org/</u> for additional information and I have also attached the latest Annual Engineers Report and the current Fiscal Year Final Budget for your use and records.

Ar.- We want to provide a flyer to the homeowners providing them with information in simple terms. We are requesting the CDD create a list of what the District does for these homeowners, with their funds,

Pertaining to number item 8, if you feel there might be an infraction, if emails are directed solely to you, why do you continue to add more people especially when it relates to a private business matter?

GP – As mentioned previously the message you are referring to in number item 8, is intended for the District Board members. Matters pertaining to the District are not private matters, but public business. You had previously asked this, and I explained during a lengthy conversation we had that District business is public.

Ar- We understand the District is public and the discussion we had in the past <u>did not pertain to</u> <u>the clubhouse rental</u> because we were not aware that the District was not paying for the space usage. However, <u>the use of the clubhouse and staff is not a public matter, if not a private</u> <u>business matter</u>. I hope I have clarified that position.

Could you please explain why a lack of discretion was not applied in the previous emails sent? What were your expectations?

GP - My intention is not to have lack of discretion; but to include individuals who are points of contact, including management, referred to in the body of the communication, who will need to act, require updates for record purposes and/or will benefit from the same information.

I will present these email communications to the District's Board for review and further direction during the aforementioned upcoming meeting. Please join the meeting so that these matters and any others that require District action are addressed.

Ar- The lack of discretion (please refer to your emails) was based on your statement of only responding to me vs everyone on the email since the letter pertains to a private business matter **not public** as you appear to view it. By that I mean the use of the clubhouse is not decided by the District Board. It is decided by the Board the homeowners elected. Keep in mind you copied many people on the email that <u>HAVE</u> nothing to do with "<u>US</u>" charging the District for the "<u>Space</u> <u>Rental</u>" located on <u>"Private Property".</u> That is a fact, and we yet fail to understand why you feel a District Board needs to make that decision. We feel the homeowners of CP1 & CP2 would disagree with the District, especially when "They" the owners are charged a fee.

At this point since the District can not present any clarification as to how the homeowners receive any benefits, it appears to be very parasitic in its present undefined nature which is why we have been asking for the value it has for us to continue doing business with the District. Surely improvements "Must" be made for the homeowners of CP1 & CP2.

Please ensure all these questions are added in the next upcoming meeting for discussion.

Thanking you in advance for you cooperation in this matter.

Regards, Arlene

From: Gloria Perez <gperez@sdsinc.org>
Sent: Monday, May 16, 2022 9:04 AM
To: Owners Voice <cp1ownersvoice@outlook.com>
Cc: Ramon German <rgerman@med.miami.edu>; Nelson Avendano <<u>navendano351@gmail.com</u>>;
rcainzos@gablesprorealty.com; Marlene Perez <<u>MPerez@gablesprofessional.com</u>>; Fernando Garrote
<fgarrote@gablesprofessional.com>; twodraska@fdsinc.org; info centuryparcmiami.com
<info@centuryparcmiami.com>; info@centuryparkcondo.com; Gregory F. George
<GregoryG@bclmr.com>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Ginger E. Wald <gwald@bclmr.com>;
Frances Ware <FWare@sdsinc.org>; marcovillalobos@comcast.net; Ysela Llort <ysela.llort@gmail.com>;
Eliana Alvarez <<u>ealvarez@gablesprofessional.com></u>
Subject: RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response

Sensitivity: Confidential

Good morning Arlene,

District management oversees administration and operations of the District, maintains official records of the District, provides proper meeting notices as required, sets agendas, prepares annual budgets, assists with audits, prepares financial reports, etc. District management takes direction from the Board collectively. The District Board makes the decisions. I will be present these requests and previous communications to the Board for direction.

We are at a lost with your email response and need clarification. Are you stating that a board that consists various associations will decide at our homeowner's expense if the CDD should be charged for the rental space when the <u>actual owners are required to pay and own that space</u>?

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property and a private business. Also, not understanding why you reached out to others and not us, the ones that sent the CDD the actual invoices. We could have answered any questions you may have had.

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As for the CP1 agreement, there are concerns and you were informed that it was under legal review. We fail to see the intentions here as it has previously been discussed.

GP - You had mentioned you would be forwarding questions with regards to this amendment during the meeting of April 6, 2022, and in communications following I agreed to forward to District Counsel to address your anticipated questions. I have not received these questions from you to forward to District Counsel.

These are a few items that would be beneficial to add to the agenda for the next meeting:

GP – I will present this communication to the Board for review and discussion.

1. We would like an update to the question asked about the CDD response time to repairs. Back on Jan. 13, 2022, we inquired about the grate repairs. It is now May 2022 and still no response. How long does it take the CDD to provide a response?

GP – On Tuesday, January 18, 2022 at 11:38 AM, the District received a formal email regarding storm drain issues with images. I reviewed the images, and it was determined that the issues were actually pertaining to the pavement and not the grates. I responded to the same on Tuesday, January 18, 2022, at 12:18 PM, followed by conversations with the CP1 and CP2 staff. In the communications the staff, it was recommended that the areas of concern be barricaded and marked with spray paint until repairs can be made. I also provided the agreement between the Association as confirmation that the pavement repairs were the Association's responsibility.

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During this meeting with Ms. Eli Alvarez of Gables Management present, it was determined that the Association Management company would work together with all three of the Associations within the District to engage the services of one contractor thereby saving the Associations' mobilization costs and providing a uniform result which Ms. Alvarez agreed with and confirmed that she would be able to collaborate and execute said project.

2. Why do the homeowners have to pay extra insurance for the CDD (as in exhibit "C" of the agreement) when contractors are required to be insured by the State of Florida?

GP – In "Exhibit C" the District does not call for extra insurance. It is asking to be named as additional insured on the general liability section of the Association's insurance policy and providing for waiver of subrogation. This is applicable under all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under the Agreement and provides for coverage limits. If you have further questions regarding this provision, District counsel will be in attendance at the District Board meeting scheduled for June 8th 2022 to provide further explanations as necessary.

3. Our homeowners requested speed signs be installed, which may cost approximately \$350.00. Per the CDD, a study is required (and per info obtained in the last Apr. 6, 2022, meeting) which may cost thousands. I believe Enclave received an estimate of approx. \$6,300.00 for signs, which at that meeting a Board member from Enclave rejected. CP1 would be less due the concern being one road, an estimate of a study was going to be provided in the next meeting. We would like to have disclosure on all bids at this meeting.

GP – Arlene, you contacted me asking for the District to provide locations for street signs to be installed. I searched the District's records and did not find signage plans in our records and I contacted the District engineer requesting street signage plans to be forwarded for your use and records. It was determined that the District does not have street signage plans. A traffic study proposal was requested for the District and the District received a proposal the day prior to the meeting. Upon further review and discussion, it was determined that the presented proposal was not specifically for the area you were concerned with.

The District engineer and one of the Board members Ms. Llort whom happens to be a civil engineer with experience in this area, did not recommend for additional signage to be installed providing an explanation as to why, which was supported by the District engineer. Pursuant to your insistence regarding your concerns for the safety of the community the Board directed District management to request a proposal for a traffic study specifically of SW 88 Place starting from West Flagler Street all the way to SW 4th Street, for review and consideration during the upcoming meeting. The proposal will be presented as typically done in the meeting book if made available in a timely manner otherwise via handout during the meeting. I will gladly share the same with you.

4. Previously we asked if the CDD will repair, apply sealcoating, stripe paint our roads. We were informed by Ms. Gloria Perez, that the CDD does not provide those services if not the homeowners Assoc need to foot the expense.

GP – As the maintenance agreement stands the Association(s) are fully responsible for maintaining the roadways. Please note that the District does not conduct sealcoating pursuant to the District Engineer's (Mr. Juan Alvarez of Alvarez Engineering copied herein) recommendations. The District roads are to be maintained under the standards of Public Works Code. In the past Mr.

Alvarez has explained that sealcoating creates a slippery surface and this application on an existing road serves more as an aesthetic.

What is most important as stated on the previously provided Engineer's report Section 2.1. Roads; are the street markings that have been identified as faded.

As previously stated and for clarification the information I am providing is in response to the inquiry and not limiting the Association from perform sealcoating project as pursuant to the maintenance agreement it may do so under its own budget and liability.

I would like to add, that in efforts to work together and for the best interest of the residents, the District created a sinking fund about six (6) years ago to collect funds for the pavement replacement anticipated for 2031 pursuant to the Engineer's Report. This will provide funds thereby preventing the Association and/or the District from having to conduct a large assessment increase when this project is due to be conducted.

We would like to know why the CDD does not perform these types of repairs on this public road?

GP – The District is not responsible for road maintenance. The Association under 3.0 Performance, Section (a) of the maintenance agreement is fully responsible for the maintenance, cost and liability of the road.

We are requesting for the next meeting a detail document stating what is covered to pass out to the homeowners.

GP – I am not sure what which document you are referring to? I will gladly provide information if I have record of it. Otherwise, I will forward this inquiry to the Board for direction.

5. What is the difference between the CDD vs Miami Dade County maintaining these public roads?

GP – As it relates to the District, the District owns the roads not Miami-Dade County.

6. What is and why does CP1 & CP2 homeowners pay the CDD for Century Parc Villas? Is that for Century Parc Enclave, please clarify?

GP – The District is one (1) entity that encompasses all three (3) associations within its boundaries. All units within the District's boundaries are assessed equally. Please refer to the attached Budget and Engineers report as a reference.

7. How much has the homeowners of CP1& CP2 financially contributed since the start of this project?

GP – Please clarify what project are you referring to?

a. How much do we currently have reserved in bonds (in total) for both our associations?

GP – The Series 2012 Bonds are paid pursuant to the amortization schedule. This amount is shown on the budget under the line item referred to as Debt Assessment and further detailed on the Proposed Debit Service Fund Budget page. I am not sure what you mean by associations reserves for bonds.

b. What was the actual cost to build the public roads for Century Parc #1 and #2 (complete dates May and July of 2001)?

GP – This request for information will require research. I will look into this further to provide you with a response in a timely manner.

Ms. Gloria Perez, emails start with the following in Red and Bold writing: Dear District Board members; First and most important please <u>do not reply all</u> to this email, only respond individually to myself to avoid an infraction of the Sunshine Law.

a. We would like to know what Sunshine Law infraction are you referring to that may be in violation?

GP – I include that statement directed to *District Board members*, in communications that include multiple Board members as a courtesy reminder to prevent them from responding all to the communication.

Article I, section 24(b), of the Florida Constitution and section 286.011, Florida Statutes could be violated by Supervisors when "replying all," as this would be communication among the members on an issue upon which the Board will take official action subject to the Sunshine Law.

b. What is the direct Florida statue that risk being violated?

GP – Article I, section 24(b), of the Florida Constitution and section 286.011, Florida Statutes could be violated by Supervisors when "replying all," as this would be communication among the members on an issue upon which the Board will take official action subject to the Sunshine Law.

9. What is the added value of the homeowners footing the bill for CDD?

GP – The homeowners within the District's boundaries are assessed for the maintenance of the District owned infrastructure whether it be through the Associations' budget under an existing agreement or by the District for items not covered under the Association's agreement such as the stormwater management system currently being removed from the Associations agreement pursuant to the latest amendment provided and pending finalization for CP1.

For example, if the District did not have an agreement in place with the Association to maintain certain infrastructure owned by the District such as the roads; the District would need to create a budget line item for the road maintenance. This would then change the budget and possibly an increase of the maintenance expenses for each home to pay to the District.

Please provide a list of the benefits to homeowners, as their representative we would like to distribute this information to all homeowners.

GP – I am not sure what list you are referring to? But feel free to visit the District's website at <u>https://centuryparccdd.org/</u> for additional information and I have also attached the latest Annual Engineers Report and the current Fiscal Year Final Budget for your use and records.

Pertaining to number item 8, if you feel there might be an infraction, if emails are directed solely to you, why do you continue to add more people especially when it relates to a private business matter?

GP – As mentioned previously the message you are referring to in number item 8, is intended for the District Board members. Matters pertaining to the District are not private matters, but public business. You had previously asked this, and I explained during a lengthy conversation we had that District business is public.

Could you please explain why a lack of discretion was not applied in the previous emails sent? What were your expectations?

GP - My intention is not to have lack of discretion; but to include individuals who are points of contact, including management, referred to in the body of the communication, who will need to act, require updates for record purposes and/or will benefit from the same information.

I will present these email communications to the District's Board for review and further direction during the aforementioned upcoming meeting. Please join the meeting so that these matters and any others that require District action are addressed.

Regards,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922



BOARD MEMBERS: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Owners Voice <<u>cp1ownersvoice@outlook.com</u>>

Sent: Wednesday, May 11, 2022 12:08 PM

To: Gloria Perez <<u>gperez@sdsinc.org</u>>

Cc: Ramon German <<u>rgerman@med.miami.edu</u>>; Nelson Avendano <<u>navendano351@gmail.com</u>>; rcainzos@gablesprorealty.com; Marlene Perez <<u>MPerez@gablesprofessional.com</u>>; Fernando Garrote <<u>fgarrote@gablesprofessional.com</u>>; <u>twodraska@fdsinc.org</u>; info centuryparcmiami.com <<u>info@centuryparcmiami.com</u>>; <u>info@centuryparkcondo.com</u>; Gregory F. George <<u>GregoryG@bclmr.com</u>>; Gabrielle Vitucci <<u>gvitucci@sdsinc.org</u>>; Ginger E. Wald <<u>gwald@bclmr.com</u>>; Frances Ware <<u>FWare@sdsinc.org</u>>; <u>marcovillalobos@comcast.net</u>; Ysela Llort <<u>ysela.llort@gmail.com</u>> **Subject:** RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response 2022-05-03 **Sensitivity:** Confidential

Good morning, Gloria

We are at a lost with your email response and need clarification. Are you stating that a board that consists various associations will decide at our homeowner's expense if the CDD should be charged for the rental space when the <u>actual owners are required to pay and own that space</u>?

This is a private business matter not to be decided among any Board other than the Board the homeowners elected. Therefore, no need to place it on any agenda as this is private property and a private business. Also, not understanding why you reached out to others and not us, the ones that sent the CDD the actual invoices. We could have answered any questions you may have had.

As for the CP1 agreement, there are concerns and you were informed that it was under legal review. We fail to see the intentions here as it has previously been discussed.

These are a few items that would be beneficial to add to the agenda for the next meeting:

- 1. We would like an update to the question asked about the CDD response time to repairs. Back on Jan. 13, 2022, we inquired about the grate repairs. It is now May 2022 and still no response. How long does it take the CDD to provide a response?
- 2. Why do the homeowners have to pay extra insurance for the CDD (as in exhibit "C" of the agreement) when contractors are required to be insured by the State of Florida?
- 3. Our homeowners requested speed signs be installed, which may cost approximately \$350.00. Per the CDD, a study is required (and per info obtained in the last Apr. 6, 2022, meeting) which may cost thousands. I believe Enclave received an estimate of approx. \$6,300.00 for signs, which at that meeting a Board member from Enclave rejected. CP1 would be less due the concern being one road, an estimate of a study was going to be provided in the next meeting. We would like to have disclosure on all bids at this meeting.
- 4. Previously we asked if the CDD will repair, apply sealcoating, stripe paint our roads. We were informed by Ms. Gloria Perez, that the CDD does not provide those services if not the homeowners Assoc need to foot the expense.

We would like to know why the CDD does not perform these types of repairs on this public road?

We are requesting for the next meeting a detail document stating what is covered to pass out to the homeowners.

- 5. What is the difference between the CDD vs Miami Dade County maintaining these public roads?
- 6. What is and why does CP1 & CP2 homeowners pay the CDD for Century Parc Villas? Is that for Century Parc Enclave, please clarify?
- 7. How much has the homeowners of CP1& CP2 financially contributed since the start of this project?
 - a. How much do we currently have reserved in bonds (in total) for both our associations?
 - b. What was the actual cost to build the public roads for Century Parc #1 and #2 (complete dates May and July of 2001)?
- Ms. Gloria Perez, emails start with the following in Red and Bold writing: Dear District Board members; First and most important please <u>do not reply all</u> to this email, only respond individually to myself to avoid an infraction of the Sunshine Law.
 - a. We would like to know what Sunshine Law infraction are you referring to that may be in violation?
 - b. What is the direct Florida statue that risk being violated?
- 9. What is the added value of the homeowners footing the bill for CDD? Please provide a list of the benefits to homeowners, as their representative we would like to distribute this information to all homeowners.

Pertaining to number item 8, if you feel there might be an infraction, if emails are directed solely to you, why do you continue to add more people especially when it relates to a private business matter? Could you please explain why a lack of discretion was not applied in the previous emails sent? What were your expectations?

Thank you,

Regards Arlene

<u>Ps</u>

Just in case those on this email did not see your colorful emails, I have attached the original emails we received which exposed the "RED" highlighted warning.

Bcc:

From: Gloria Perez <<u>gperez@sdsinc.org</u>> Sent: Tuesday, May 3, 2022 3:51 PM To: Owners Voice <<u>cp1ownersvoice@outlook.com</u>> Cc: Ramon German <<u>rgerman@med.miami.edu</u>>; Nelson Avendano (<u>navendano351@gmail.com</u>) <<u>navendano351@gmail.com</u>>; <u>rcainzos@gablesprorealty.com</u>; Marlene Perez <<u>MPerez@gablesprofessional.com</u>>; Fernando Garrote <<u>fgarrote@gablesprofessional.com</u>>; Eliana Alvarez <<u>ealvarez@gablesprofessional.com</u>>; info centuryparcmiami.com <<u>info@centuryparcmiami.com</u>>; info@centuryparkcondo.com; Gregory F. George <<u>GregoryG@bclmr.com</u>>; Gabrielle Vitucci <<u>gvitucci@sdsinc.org</u>>; Ginger E. Wald <<u>gwald@bclmr.com</u>>; Frances Ware <<u>FWare@sdsinc.org</u>>; <u>marcovillalobos@comcast.net</u>; Ysela Llort <<u>ysela.llort@gmail.com</u>> Subject: RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response 2022-05-03 Sensitivity: Confidential

Dear District Board members; First and most important please do not reply all to this email, only respond individually to myself in order to avoid an infraction of the Sunshine Law.

Good afternoon Arlene,

I am in receipt of your email below.

Kindly note, I cannot make decisions on behalf of the Board. Therefore, I will be placing your email on the agenda and in the meeting materials for Board review and direction. As well as a discussion regarding the pending first amendment for CP1 attached hereto. To be addressed by the District Board during the upcoming Century Parc Community Development District (the "District"), scheduled meeting is set for June 8th, 2022, at 11:00am. Please feel free to attend and elaborate.

Pursuant to your request below; the District does not have a written agreement and therefore, I have no agreement to provide.

In closing, I will be seeking the District Boards direction during the upcoming meeting as stated above.

Kind regards,

Gloria Perez District Manager Special District Services, Inc. <u>mailto:gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922

http://www.sdsinc.org/

BOARD MEMBERS: Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

From: Owners Voice
Sent: Tuesday, May 3, 2022 12:01 PM
To: Gloria Perez <gperez@sdsinc.org>
Cc: Ramon German <rgerman@med.miami.edu>; Nelson Avendano (navendano351@gmail.com)
<navendano351@gmail.com>; rcainzos@gablesprorealty.com; Marlene Perez
<MPerez@gablesprofessional.com>; Fernando Garrote <fgarrote@gablesprofessional.com>; Eliana
Alvarez <ealvarez@gablesprofessional.com>; info centuryparcmiami.com
<info@centuryparcmiami.com>; info@centuryparkcondo.com; Gregory F. George
<GregoryG@bclmr.com>
Subject: RE: Century Parc Invoices for 2 meetings during April 2022 - District Management Response
2022-04-27

Sensitivity: Confidential

Hi Gloria,

In response to your email dated April 27, 2022. The <u>original email was initially directed to you</u>. Because discretion was not applied in your original response, all parties need to be privy to this communication.

We are not in agreement with not charging the CDD a fee when our homeowners must pay a fee. Many of our homeowners have gone through a lot in 2020 and some homeowners were affected financially. This is an income for those homeowners.

If the CDD was not invoiced in the past not only was that wrong, but it was also a disservice to our homeowners who pay a hefty sum annually to the CDD (approx. 450K annually among CP1 & CP2 homeowners), not to mention the homeowners pays the staff that accommodates the CDD. We had no idea the rental space was not being charged to the CDD. However, going forward we need to move with the present times and start receiving revenue for the rental space due to the same owners that contribute to the CDD. That was a loss of revenue to our homeowners over the years that represented approximately \$5,380.00.

We have no control over what occurred within 2008 through 2021, which according to your records state a fee was never charged. Does that mean 2008 and prior the district was charged?

Regarding the budget, since both associations share this property; prior to creating the CDD's budget someone from the CDD should have reach out to "**BOTH**" Board of directors. We can state for the record, that "**NO ONE**" from the CDD contacted any CP1 board member.

Per your email, you stated CP2 has authorized that the CDD will not be charged for the use of our community clubhouse which results in an expense to our homeowners. Keep in mind the homeowners are paying for the cleaning, set up, supplies used, insurance, etc. It is only fair that homeowners are reimbursed, as this is a business transaction.

For the record, the **protocol should be that all all-board members not a single member** (especially when one sits on the CDD committee) are consulted about this business deal. If we did not have a clubhouse the CDD would have to rent a location for these meetings and pay for the facility. <u>This is a business, and we are financially responsible to all our</u> <u>homeowners.</u>

We are not aware of any agreement for neighboring districts of \$50.00 and if this was from the past, we CP1 never received any payments. <u>Please provide us with that written agreement</u>. However, going forward we cannot charge our homeowners more to rent the clubhouse than the district.

Therefore, we cannot void these invoices as this is a business deal. If the CDD is not comfortable with these financial business fees, then the district may have to consider other options.

I hope this brings clarity of our concerns and that the CDD reviews it for consideration.

Thank you,

Regards, Arlene

From: Gloria Perez <gperez@sdsinc.org>
Sent: Wednesday, April 27, 2022 10:58 AM
To: Owners Voice <cp1ownersvoice@outlook.com>; Ramon German (rgerman@med.miami.edu)
<rgerman@med.miami.edu>
Cc: Nelson Avendano (navendano351@gmail.com) <navendano351@gmail.com>; Rogelio Cainzos (rcainzos@gablesprorealty.com) <rcainzos@gablesprorealty.com>; Marlene Perez
<<u>MPerez@gablesprofessional.com</u>>; Fernando Garrote <fgarrote@gablesprofessional.com>; Eliana
Alvarez <ealvarez@gablesprofessional.com>; info centuryparcmiami.com
<info@centuryparcmiami.com>; info@centuryparkcondo.com; Gregory F. George
<GregoryG@bclmr.com>
Subject: FW: Century Parc Invoices for 2 meetings during April 2022 - District Management Response
2022-04-27

Sensitivity: Confidential

First and most important please <u>do not reply all</u> to this email, only respond individually to myself in order to avoid an infraction of the Sunshine Law.

Good morning Arlene,

I am in receipt of the attached invoices and I was quite surprised at the rate being billed and lack of notification of bill rate implementation prior to meeting space usage for Century Parc Community Development District and the increase rate for Century Park Place Community Development District. Therefore, I looked into this matter further;

Century Parc CDD, has never been billed for holding the District scheduled meetings at the Clubhouse nor has the District budgeted for said cost. I never received any advance notice that there would be a cost applicable for the meeting held earlier this month. My research show that the meetings have been held at this location without cost to the District since 2008, which benefits the owners within the District. With that said, I have always forwarded my schedules to Marita, Rogelio and copied Maria on the reminders prior to a scheduled meeting.

CP2 has confirmed that they will continue to grant the District authorization as originally provided; for the use of the facilities for the District meeting(s) to be conducted as typically done without cost to the District. Kindly void the provided invoice for Century Parc CDD, as the District has not agreed to said terms with CP1.

As for Century Park Place CDD, CP2 agreed to provide this neighboring District a \$50.00, per meeting rate for the use of the meeting space. Again, I have confirmed with Ramon copied herein that this rate still stands. Therefore, the District will not be paying the amount being billed on the invoice you provided attached hereto. Kindly void the attached invoice as again this District has not agreed to said terms with CP1.

The schedule requests have been submitted to Marita as far back as I can remember. I would like to add that I have always enjoyed working as a team with both Associations. Marita and Maria have aways been helpful and accommodating in assisting the District. Therefore, in my reminder messages, I have copied Maria. Kindly advise if I should continue to do so? Or if you would prefer, I exclude Maria from scheduling communications in the future to avoid further confusion.

I hope I have been able to provide you with clarification on this matter.

Thank you and have a great day,

Gloria Perez District Manager Special District Services, Inc. <u>gperez@sdsinc.org</u>

Office: 786-347-2711 Ext. 2011 Toll Free: 877-737-4922



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From: Owners Voice <<u>cp1ownersvoice@outlook.com</u>>
Sent: Tuesday, April 26, 2022 12:53 AM
To: Gloria Perez <<u>gperez@sdsinc.org</u>>
Subject: Century Parc Invoices for 2 meetings during April 5 & 6, 2022
Sensitivity: Confidential

Good morning Gloria,

I hope all is well with you.

Attached please find the invoices for meetings held on April 5 and April 6, 2022, at Century Parc's clubhouse for all 4 associations. Going forward, CP1 will be handling all the invoicing for the club house.

The rate billed is the same rate we invoice our residents/homeowners for use of the clubhouse with the exception of no upfront deposits were required from the CDD. This includes our staff room set up, cleaning, prior to and after the facility for the CDD use.

If you have any questions, please do not hesitate to contact me.

Thank you,

Regards, Arlene for CP .

CENTURY PARC CONDO #1



220406

8950 W. FLAGLER STREET MIAMI, FL. 33175

Bill To:

DATE:	April 22, 2022
INVOICE #	22040501
FOR:	CDD MEETING

PAYMENT TERMS:

Due upon receipt

MIAMI DADE COUNTY - CDD DIVISION SPECIAL DISTRICT SERVICES, INC 2501A BURNS ROAD PALM BEACH GARDENS, FL. 33410

DESCRIPTION	A	IOUNT
CDD MEETING HELD ON APRIL 6, 2022 WITH:	\$	300.00
CENTURY PARC # 1 AND # 2		
ENCLAVE ASSOCIATIONS		
TOTAL	\$	300.00

Make all checks payable to CENTURY PARC CONDO #1

If you have any questions concerning this invoice, Contact the CP1 office at (305) 225-2311

THANK YOU FOR YOUR BUSINESS WITH CP1 & CP2 !

w

From: Ysela Llort <YLlort@citiesthatwork.com> Sent: Tuesday, May 31, 2022 5:45 PM To: Gloria Perez <gperez@sdsinc.org> Subject: Meeting space

Dear Gloria this email is to formally offer our office as a meeting location for our Board meetings. Our office is located in the Blue Lagoon complex approximately 3 miles from the Enclave. We would be delighted to offer you this space at no charge. Sincerely, Ysela

Ysela Llort Managing Principal

Renaissance Planning 5757 Blue Lagoon Dr, Suite 330 Miami, Florida 33126 O: 786-220-1946 C: 305-496-5521





Invoice Number 52622 5/26/22

Big Five Club Catering 600 SW 92 Ave, Miami Fl 33174 Name: Century Parc Community. Email: perezgloria.cell@gmail.com Phone: 786-985-8848 *Date and Time: June 8, 2022*

DESCRIPTION	UNIT PRICE	LINE TOTAL	
Rental Fee Conference Room 1 hour		195.0)0
20% Service Charge			
7%		13.6	55
Total		208.6	55

From: Jesus Carcasses <jesuscarcasses@gmail.com>
Sent: Wednesday, May 25, 2022 2:03 PM
To: Gloria Perez <gperez@sdsinc.org>
Cc: Laura Archer <LArcher@sdsinc.org>; Gabrielle Vitucci <gvitucci@sdsinc.org>; Jeff Walker
<JWalker@sdsinc.org>
Subject: Re: CP & CPP Request for Meeting Space Availability & Cost

Ms. Perez

I have review your schedule an unfortunately the community center is occupied Monday thru Friday until 1:30 pm the location is not available for your 11:00 am meeting, however if you can change it for 2:00 pm or after it is available.

For the 7:00 pm meetings it is available.

The price will be \$125.00 for the 1 1/2 hour meeting and \$50.00 for each additional hour.

There is a \$100.00 deposit to ensure the place is returned clean and in the same condition as received. Please let me know if you are interested.

Sent from my iPad

RESOLUTION NO. 2022-02

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

WHEREAS, it is necessary for the Century Parc Community Development District ("District") to establish a regular meeting schedule for fiscal year 2022/2023; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2022/2023 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2022/2023 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this <u>8th</u> day of <u>June</u>, 2022.

ATTEST:

Secretary/Assistant Secretary

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

By:___

By:___

Chairperson/Vice Chairperson

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

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Century Parc Community Development District will hold Regular Meetings in the ______, located at _____, Miami, Florida ______ at 11:00 a.m. on the following dates:

October 5, 2022 February 1, 2023 March 1, 2023 May 3, 2023 August 2, 2023

The purpose of these meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (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 without advertised notice.

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

www.centuryparccdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW 00/00/2022

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-01 TO CHANGE THE LOCATION OF THE MEETING AND PUBLIC HEARING, **CENTURY PARK** FROM THE CLUBHOUSE TO THE ENCLAVE COMMUNITY POOL AREA GAZEBO, LOCATED AT 300 SW 87TH PATH, MIAMI, FLORIDA 33174; AND RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RE-LOCATING AND RE-NOTICING THE MEETING AND PUBLIC HEARING ON THE FISCAL YEAR 2022-2023 BUDGET AND LEVY OF SPECIAL ASSESSMENTS.

WHEREAS, the District Manager has heretofore prepared and submitted a proposed budget to the Board for Fiscal Year 2022/2023; and

WHEREAS, the Board of Supervisors (the "Board"), considered said proposed budget at its regular meeting of April 6, 2022, and approved Resolution 2022-01 approving the proposed budget for the District and setting the public hearing thereon for June 8, 2022, at 11:00 a.m. at the Century Park Clubhouse, located at 8950 West Flagler Street, Miami, Florida 33174; and

WHEREAS, the District Manager, to ensure an accessible public meeting place for the public hearing, has relocated the place of the public hearing to the Enclave Community Pool Area Gazebo, located within the District at 300 SW 87th Path, Miami, FL 33174, at the same time as provided in Resolution 2022-01, and caused notice thereof to be provided pursuant to Florida law.

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

SECTION 1. Resolution 2022-01 is hereby amended to reflect the changed location of the public hearing on the adoption of the proposed Fiscal Year 2022/2023. All other provisions of Resolution 2022-01 not specifically amended by this resolution shall remain unchanged.

SECTION 2. The action of the District Manager in re-locating and re-noticing the public hearing is hereby ratified and approved.

PASS, ADOPTED, and EFFECTIVE this <u>8th</u> day of <u>June</u> 2022.

ATTEST:

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

By:_____ Secretary/ Assistant Secretary

By:____

Chairman/ Vice- Chairman

Miscellaneous Notices

Published in Miami Daily Business Review on May 26, 2022

Location

Miami-Dade County, Florida

Notice Text

NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Century Parc Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 8, 2022, at 11:00 a.m., or as soon thereafter as can be heard, in the Enclave Community Pool Area Gazebo located at 300 SW 87th Path, Miami, Florida 33174.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2022/2023 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the District's website (www.centuryparccdd.org) during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 347-2711 and/or toll-free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

Century Parc Community Development District

www.centuryparccdd.org

5/19-26 22-79/0000597904M

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RESOLUTION NO. 2022-04

CENTURY PARC COMMUNITY RESOLUTION OF THE Α **DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023** BUDGET.

WHEREAS, the Century Parc Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2022/2023 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

The Final Budget and Final Special Assessment Roll for Fiscal Year Section 1. 2022/2023 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 8th day of June, 2022.

ATTEST:

Secretary/Assistant Secretary

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

By:

By:_____Chairperson/Vice Chairperson

Century Parc Community Development District

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

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FINAL BUDGET CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023
REVENUES	BUDGET
Administrative Assessments	76,2
Maintenance Assessments	59,5
Debt Assessments	351,9
Other Revenues	
Interest Income	4
TOTAL REVENUES	\$ 488,21
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Maintenance/Contingency - Drainage	12,2
Maintenance/Contingency - Roads	41,7
Engineering/Inspections	2,0
	\$ 55,90
TOTAL MAINTENANCE EXPENDITURES	\$5335
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	6,0
Payroll Taxes (Employer)	4
Management	33,5
Secretarial	4,2
Legal	7,0
Assessment Roll	6,0
Audit Fees	3,7
Insurance	6,1
Legal Advertisements	5
Miscellaneous	7
Postage	3
Office Supplies	6
Dues & Subscriptions	1
Trustee Fees	3,4
Continuing Disclosure Fee	3
Website Management	2,0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 75,15
TOTAL EXPENDITURES	\$ 131,18
REVENUES LESS EXPENDITURES	\$ 357,06
Bond Payments	(330,86
BALANCE	\$ 26,20
County Appraiser & Tax Collector Fee	(9,76
Discounts For Early Payments	(19,52
	(13,52
Excess/ (Shortfall)	\$ (3,08
· · · · · · · · · · · · · · · · · · ·	
Carryover From Prior Year	3,0
Net Excess/ (Shortfall)	\$

DETAILED FINAL BUDGET CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2020/2021	2021/2022	2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Administrative Assessments	75,650	78,073	76,277	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	59,538	59,538	59,538	Expenditures/.94
Debt Assessments	353,187	350,210	351,984	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	563	420	420	Interest Estimated At \$35 Per Month
TOTAL REVENUES	\$ 488,938	\$ 488,241	\$ 488,219	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Maintenance/Contingency - Drainage	0	19,250	12,250	Maintenance/Contingency - Drainage
Maintenance/Contingency - Roads	0	34,710	41,710	2031 Road Project - 6th Year (Increased From Prior Year)
Engineering/Inspections	965	2,000	2,000	No Change From 2021/2022 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 965	\$ 55,960	\$ 55,960	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	2,200	7,000	6,000	Supervisor Fees
Payroll Taxes (Employer)	168	560	480	Projected At 8% Of Supervisor Fees
Management	32,172	32,616	33,588	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200		No Change From 2021/2022 Budget
Legal	5,567	7,000		No Change From 2021/2022 Budget
Assessment Roll	6,000	6,000	6,000	As Per Contract
Audit Fees	3,500	3,600	,	Accepted Amount For 2021/2022 Audit
Insurance	5,513	6,100		Insurance Estimate
Legal Advertisements	272	575	,	\$25 Decrease From 2021/2022 Budget
Miscellaneous	301	750		\$25 Decrease From 2021/2022 Budget
Postage	97	300		No Change From 2021/2022 Budget
Office Supplies	192	650		\$25 Decrease From 2021/2022 Budget
Dues & Subscriptions	175	175		No Change From 2021/2022 Budget
Trustee Fees	3,400	3,400		No Change From 2021/2022 Budget
Continuing Disclosure Fee	350	350		No Change From 2021/2022 Budget
Website Management	2,000	2,000		No Change From 2021/2022 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 66,107	,	\$ 75,193	
	• • • • • • • • • • • • • • • • • • • •	* 10,210	• • • • • • • • • • • • • • • • • • • •	
TOTAL EXPENDITURES	\$ 67,072	\$ 131,236	\$ 131.153	
	+,	+,	<u> </u>	
REVENUES LESS EXPENDITURES	\$ 421,866	\$ 357,005	\$ 357,066	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		
Bond Payments	(336,906)	(329,197)	(330,865)	2023 P & I Payments Less Earned Interest
	(, ,			
BALANCE	\$ 84,960	\$ 27,808	\$ 26,201	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
County Appraiser & Tax Collector Fee	(4,706)	(9,761)	(9,760)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(17,775)	(19,522)		Four Percent Of Total Assessment Roll
	(11,110)	(10,022)	(10,021)	
Excess/ (Shortfall)	\$ 62,479	\$ (1,475)	\$ (3,080)	
	- 02,470	÷ (1,470)	(0,000)	
Carryover From Prior Year	0	1,475	3 080	Carryover From Prior Year
	0	1,473	5,000	
Net Excess/ (Shortfall)	\$ 62,479	\$ -	\$ -	
	Ψ 02,479	Ψ -	· ·	

DETAILED FINAL DEBT SERVICE FUND BUDGET CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2020/2021	2021/2022	2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	27	25	25	Projected Interest For 2022/2023
NAV Tax Collection	336,906	329,197	330,865	2023 P & I Payments Less Earned Interest
Total Revenues	\$ 336,933	\$ 329,222	\$ 330,890	
EXPENDITURES				
Principal Payments	200,000	215,000	225,000	Principal Payment Due In 2023
Interest Payments	125,596	114,222	105,890	Interest Payments Due In 2023
Total Expenditures	\$ 325,596	\$ 329,222	\$ 330,890	
Excess/ (Shortfall)	\$ 11,337	\$-	\$-	

Series 2012 Refunding Bonds Information

Original Par Amount =	\$4,305,000	Annual Principal Payments Due =	November 1st
Interest Rate =	1.5% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2012		
Maturity Date =	November 2031		

Par Amount As Of 1/1/2022 = \$2,625,000

Century Parc Community Development District Assessment Comparison

,		Fiscal Year 2019/2020 Assessment*		Fiscal Year 2020/2021 Assessment*		Fiscal Year 2021/2022 Assessment*		Fiscal Year 2022/2023 bjected Assessment*
Administrative	\$	102.46	\$	98.21	\$	102.06	\$	99.71
Maintenance	\$	77.83	\$	77.83	\$	77.83	\$	77.83
<u>Debt</u>	\$	459.32	\$	463.50	\$	459.60	\$	461.93
Total For 691 Units	\$	639.61	\$	639.54	\$	639.49	\$	639.47
Administrative	\$	102.46	\$	98.21	\$	102.06	\$	99.71
Maintenance	\$	77.83	\$	77.83	\$	77.83	\$	77.83
<u>Debt</u>	\$	459.32	\$	463.50	\$	459.60	\$	461.93
Total For 74 Townhomes	\$	639.61	\$	639.54	\$	639.49	\$	639.47

* Assessments Include the Following : 4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:	
Condominiums	691
<u>Townhomes</u>	<u>74</u>
Total Units	765
Townhomes Information	
Total Units	74

I otal Units	74
Prepayments	<u>3</u>
Billed For Debt	71

Century Parc Community Development District

Financial Report For May 2022

Century Parc Community Development District Budget vs. Actual October 2021 through May 2022

	Oct 21 - May 22	21/22 Budget	\$ Over Budget	% of Budget
Income				
363.101 · Maintenance Assessments	58,142.39	59,538.00	-1,395.61	97.66%
369.399 · Carryover From Prior Year	0.00	1,475.00	-1,475.00	0.0%
369.401 · Interest Income	381.04	420.00	-38.96	90.72%
363.820 · Debt Assessment-Paid to Trustee	-326,455.30	-329,197.00	2,741.70	99.17%
363.831 · Assessment Discounts	-17,865.98	-19,522.00	1,656.02	91.52%
363.830 · Assessment Fees	-4,591.51	-9,761.00	5,169.49	47.04%
363.810 · Debt Assessments	342,584.85	350,210.00	-7,625.15	97.82%
363.100 · Admin Assessment Income	76,309.76	78,073.00	-1,763.24	97.74%
Total Income	128,505.25	131,236.00	-2,730.75	97.92%
Expense				
511.315 · Legal Fees	2,785.00	7,000.00	-4,215.00	39.79%
511.320 · Audit Fees	3,600.00	3,600.00	0.00	100.0%
511.310 · Engineering	3,056.25	2,000.00	1,056.25	152.81%
511.122 · Payroll Expense	122.40	560.00	-437.60	21.86%
511.131 · Supervisors Fees	1,600.00	7,000.00	-5,400.00	22.86%
511.305 · MaintenanceContingency-Drainage	0.00	19,250.00	-19,250.00	0.0%
511.306 · Maintenance/Contingency - Roads	0.00	34,710.00	-34,710.00	0.0%
511.311 · Management Fees	21,744.00	32,616.00	-10,872.00	66.67%
511.312 · Secretarial Fees	2,800.00	4,200.00	-1,400.00	66.67%
511.450 · Insurance	5,706.00	6,100.00	-394.00	93.54%
511.480 · Legal Advertisements	0.00	575.00	-575.00	0.0%
511.512 · Miscellaneous Expense	381.61	750.00	-368.39	50.88%
511.513 · Postage and Delivery	49.24	300.00	-250.76	16.41%
511.514 · Office Supplies	199.90	650.00	-450.10	30.75%
511.318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	3,400.00	-3,400.00	0.0%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,333.28	2,000.00	-666.72	66.66%
Total Expense	43,552.68	131,236.00	-87,683.32	33.19%
Income	84,952.57	0.00	84,952.57	100.0%

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FINANCIAL REPORT MAY 2022

		Annual Budget	Actual		Year To Date Actual
REVENUES	10/ [.]	1/21 - 9/30/22	May-22		10/1/21 - 5/31/22
Administrative Assessments		78,073	56	88	76,310
Maintenance Assessments		59,538	38	39	58,142
Debt Assessments		350,210	2,29	98	342,585
Other Revenues		0		0	0
Interest Income		420		0	381
Total Revenues	\$	488,241	\$ 3,25	5\$	477,418
EXPENDITURES					
MAINTENANCE EXPENDITURES					
Maintenance/Contingency - Drainage		19,250		0	0
Maintenance/Contingency - Roads		34,710		0	0
Engineering/Inspections		2,000		0	3,056
TOTAL MAINTENANCE EXPENDITURES	\$	55,960	\$	- \$	3,056
ADMINISTRATIVE EXPENDITURES					
Supervisor Fees		7,000		0	1,600
Payroll Taxes (Employer)		560		0	122
Management		32,616		-	21,744
Secretarial		4,200			2,800
Legal		7,000		0	2,785
Assessment Roll		6,000		0	2,700
Audit Fees		3,600		0	3,600
Insurance		6,100		0	5,706
Legal Advertisements		575		0	<u> </u>
Miscellaneous		750		39	382
		300		16	
Postage		650		32	49 200
Office Supplies Dues & Subscriptions		175			175
Trustee Fees		3,400		0	
		,		0	0
Continuing Disclosure Fee		350		-	0
Website Management TOTAL ADMINISTRATIVE EXPENDITURES	\$	2,000 75,276			1,333 40,496
Total Expenditures	\$	131,236	\$ 3,37	1 \$	43,552
		· · ·			
REVENUES LESS EXPENDITURES	\$	357,005	\$ (11	6) \$	433,866
Bond Payments		(329,197)	(2,27	5)	(326,455)
Balance	\$	27,808	\$ (2,39	1) \$	107,411
County Approisor & Tay Collector Foo		(0.761)	(2	2)	(4 502)
County Appraiser & Tax Collector Fee Discounts For Early Payments		(9,761) (19,522)		3) 0	(4,592) (17,866)
Excess/ (Shortfall)	\$	(1,475)		<u>ه</u> (۱	84,953
	Ψ				
Carryover from Prior Year		1,475		0	0
Net Excess/ (Shortfall)	\$	-	\$ (2,42	4) \$	84,953
Bank Balance As Of 5/31/22	\$	599,137.59]		
Accounts Payable As Of 5/31/22	\$	5,647.17			
Accounts Receivable As Of 5/31/22	\$	-			
Reserve Funds - Drainage As Of 5/31/22	\$	80,150.00			
Reserve Funds - Roads As Of 5/31/22	\$	332,620.00			
Available Funds As Of 5/31/22	\$	180,720.42	1		

CENTURY PARC CDD TAX COLLECTIONS 2021-2022

#	ID#	PAYMENT FROM	DATE	FOR		ax Collect Receipts	Inter Recei			Fees	Di	scount	Net From Tax Collector	As	Admin. ssessment Income (Before scounts & Fee)	Maint. Assessment Income (Before Discounts & Fee)	Debt ssessment Income (Before iscounts & Fee)	Admin. Assessment Income (After Discounts & Fee)	Maint. Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Ass F	Debt sessments Paid to Frustee
													\$487,821.00		78,073.00	\$59,538.00	\$ 350,210.00	\$78,073.00	\$59,538.00	\$350,210.00		
													\$458,538.00		73,381.00	\$55,960.00	\$ 329,197.00	\$73,381.00	\$55,960.00	\$329,197.00	\$32	29,197.00
1		Miami-Dade Tax Collector		NAV Taxes	\$	71,319.29			\$	(684.44)		(2,875.05)			11,411.04		51,200.15	\$ 10,841.50			\$	48,644.80
2	2	Miami-Dade Tax Collector	12/03/21	NAV Taxes	\$	256,435.49			\$ ((2,461.78)	\$ ((10,257.58)	\$ 243,716.13	\$	40,926.06	\$ 31,209.83	\$ 184,299.60	\$ 38,895.88	\$ 29,661.85	\$ 175,158.40	\$	175,158.40
3	3	Miami-Dade Tax Collector	12/08/21	NAV Taxes	\$	80,755.63			\$	(775.25)	\$	(3,230.27)	\$ 76,750.11	\$	12,961.62	\$ 9,884.41	\$ 57,909.60	\$ 12,318.66	\$ 9,394.10	\$ 55,037.35	\$	55,037.35
4	4	Miami-Dade Tax Collector	12/20/21	NAV Taxes	\$	23,021.64			\$	(221.53)	\$	(869.71)	\$ 21,930.40	\$	3,674.16	\$ 2,801.88	\$ 16,545.60	\$ 3,500.00	\$ 2,669.05	\$ 15,761.35	\$	15,761.35
5	5	Miami-Dade Tax Collector	01/11/22	NAV Taxes	\$	10,243.76			\$	(99.36)	\$	(307.26)	\$ 9,837.14	\$	1,639.01	\$ 1,250.75	\$ 7,354.00	\$ 1,573.89	\$ 1,201.10	\$ 7,062.15	\$	7,062.15
6	6	Miami-Dade Tax Collector	02/07/22	NAV Taxes	\$	9,592.35			\$	(93.75)	\$	(217.41)	\$ 9,281.19	\$	1,530.90	\$ 1,167.45	\$ 6,894.00	\$ 1,481.19	\$ 1,129.60	\$ 6,670.40	\$	6,670.40
7	Int -1	Miami-Dade Tax Collector	02/28/22	Interest			\$	16.44					\$ 16.44	\$	16.44			\$ 16.44			\$	-
8	7	Miami-Dade Tax Collector	03/07/22	NAV Taxes	\$	8,952.86			\$	(88.63)	\$	(89.52)	\$ 8,774.71	\$	1,428.84	\$ 1,089.62	\$ 6,434.40	\$ 1,400.36	\$ 1,067.95	\$ 6,306.40	\$	6,306.40
9	8	Miami-Dade Tax Collector	04/12/22	NAV Taxes	\$	13,441.25			\$	(134.22)	\$	(19.18)	\$ 13,287.85	\$	2,150.55	\$ 1,641.20	\$ 9,649.50	\$ 2,126.00	\$ 1,622.45	\$ 9,539.40	\$	9,539.40
10	Int -2	Miami-Dade Tax Collector	04/27/22	Interest			\$	3.29					\$ 3.29	\$	3.29			\$ 3.29			\$	-
11	9	Miami-Dade Tax Collector	05/06/22	NAV Taxes/Interest	\$	3,197.45	\$ 5	57.55	\$	(32.55)			\$ 3,222.45	\$	567.85	\$ 389.15	\$ 2,298.00	\$ 562.15	\$ 385.25	\$ 2,275.05	\$	2,275.05
12													\$ -								\$	-
13													\$ -								\$	-
14													\$ -								\$	-
15													\$ -								\$	-
16													\$ -								\$	-
					\$ 4	476,959.72	\$7	7.28	\$ (4	4,591.51)	\$ (1	7,865.98)	\$ 454,579.51	\$	76,309.76	\$ 58,142.39	\$ 342,584.85	\$ 72,719.36	\$ 55,404.85	\$ 326,455.30	\$ 3	26,455.30

Assessment Roll = \$487,831.05

Note: \$487,821, \$78,073, \$59,538, and \$350,210 are 2021/2022 Budgeted assessments before discounts and fees. \$458,538, \$73,381, \$55,960 and \$329,197 are 2021/2022 Budgeted assessments after discounts and fees.

\$ 476,959.72	
\$ 77.28	\$ 454,579.51
\$ (76,309.76)	\$ (72,719.36)
\$ (58,142.39)	\$ (55,404.85)
\$ -	\$ -
\$ (342,584.85)	\$ (326,455.30)
\$ -	\$ -



FL Certificate of Authorization No. 7538 8935 NW 35 Lane, Suite 101 Doral, FL 33172 Tel. (305) 640-1345 Fax (305) 640-1346 E-Mail: Juan.Alvarez@AlvarezEng.com

May 24, 2022

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

Re: Year 2022 Century Parc CDD Report

Dear Ms. Perez:

The intent of this report is fourfold: 1) To inform as to the status of ownership of the infrastructure that was financed or constructed by the Century Parc Community Development District (the "District" or "CDD"); 2) To describe the state, working order and condition of the infrastructure still owned by the District; 3) To give recommendations as to the funds estimated necessary for the proper maintenance, repair and operation of the District's infrastructure and; 4) To give recommendations as to the insurance to be carried by the District and the amount to be budgeted for premiums.

The District is located in Section 4, Township 54S, Range 40E, in Miami-Dade County. It is bounded by State and County roads as follows: on the North by West Flagler Street, on the South by SW 4 Street, on the east by SW 87 Avenue (S.R. 973), and on the west by a Florida Power & Light property. See Exhibit 1 for a graphical representation of the development.

1. Infrastructure Ownership

1.1. <u>Roads</u>.

All the roads within the District were granted to the CDD via Special Warranty Deed recorded at ORB 23932, PG 1994. Refer to Exhibit 1 for a graphical representation of the land granted (the "CDD Roads").

1.2. Stormwater Management System.

The CDD owns the stormwater drainage system located within the CDD Roads, and consists of inlets, manholes, storm pipes and exfiltration trenches that drain the roads and the adjacent lands.

1.3. Water and Sewer Systems.

The water and sewer systems were conveyed to Miami-Dade County Water and Sewer Department ("WASD") for ownership and maintenance on March 20, 2003 and May 6, 2003 under Agreement ID Numbers 17121 and 17122, respectively.



2. State, Working Order and Condition of the Infrastructure Currently Owned by the District

Alvarez Engineers, Inc. conducted a field inspection to determine the current state, working order and condition of the infrastructure owned by the District and reports the following regarding the CDD Roads and drainage system:

2.1. <u>Roads</u>

In general, CDD roads were found in acceptable working order and condition, with some damages associated with deficient grading conditions that prevent water from entering the inlets causing damage to the pavement. A set of plans with proposed pavement repairs has been submitted to the CDD by Alvarez Engineers for consideration.

Due to traffic wear, pavement markings in several locations are in need of replacement. It is recommended to do an inventory for a possible pavement markings project.

2.2. <u>Stormwater Management System</u>

The drainage system is in good condition. Alvarez Engineers is not aware of flooding complaints.

3. Estimated Maintenance Costs for District-Owned Infrastructure

The District currently has an agreement with the Enclave Homeowners Association for the maintenance of the District infrastructure within the Century Villas area. The District also has agreements with the condominium associations for the maintenance of the District infrastructure within the Century Park site. Under the agreements, the District reimburses the associations for the road and drainage maintenance. The work is managed by the associations.

3.1. <u>General</u>

a. The CDD final 2022-2023 Fiscal Year budget has the following amounts for maintenance expenditures:

2022-2023 Proposed Budget for Maintenance	
Maintenance/Contingency - Drainage	\$12,250
Maintenance/Contingency - Roads	\$41,710
Engineering/Inspections	\$2,000
Total FY 2023 Budget for Field Maintenance	\$55,960

For more detailed information on the proposed 2022-2023 Fiscal Year Budget please visit the District's website at the following link:

https://centuryparccdd.org/financials/

Alvarez Engineers recommends considering the following suggestions for maintenance budgets:



3.2. <u>Roads</u>

Funds will be needed to replace the wearing roadway asphalt layer in about 9 years, when the asphalt has reached its estimated 30-year service life. Funds will also be needed to update signs and markings on the roadways when asphalt is replaced and subsequently every 10 years. The District Board of Supervisors may decide whether to create a sinking fund to finance the future capital expense over the next 9 years or to pay a lump sum amount at the end of the asphalt service life. The table below provides the estimated future replacement cost and the estimated annual contributions over the remaining service life to fund the expense. The calculations below assume an annual interest rate of 0.25%.

Li (20 Y	nt Service ife Years nated)	Present Year	Remaining Service Life (Yrs) Present Year Cost (PC) of Pavement Replacement (Mill unit price \$2 and Resurface 3/4" Thick unit price \$6)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)		
From	From To		(n)	QuantityUnit Cost (\$/\$Y)(PC)			(FC)	(i)	FCi/((1+i)^n-1)
2001 2031		2022	9	54,820 \$8.00		\$438,560	\$561,795	0.25%	\$61,800
* Using F	Florida De	partment	of Transport						

Signs & Marking Service Life (10 Years Estimated)		Present Year		Remaining Service Life (Yrs)		Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)	
From To			(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	FCi/((1+i)^n-1)
2022	2031	2022	9	54,820	\$1.00	\$54,820	\$70,224	0.25%	\$7,725
* Using F	lorida De	partment	of Transport	ation Inflatio					

3.3. <u>Stormwater Management System</u>

The following is a suggested 5-year cyclical program for servicing the inlets, manholes, pipes, and French drains of the drainage system. The program consists of servicing 20% of the system every year so that at the end of the fifth year, 100% of the system will have been serviced. The table below shows the estimated amount that would need to be budgeted yearly to service the 144 drainage structures and 7,343 Linear Feet of pipes in the District. The program may be financed yearly or in one lump sum when needed, at the discretion of the Board of Supervisors.

Total No.	Total LF	No. Str	uctures w	ith Pipes	Serviced p	er Year	Cost/EA Structure (Includes Cleaning,	Cost/LF Pipe (Includes Cleaning,	Total Budget	
Structures in CDD	Pipes	Year 1	Year 2	Year 3	Year 4	Year 5	and Baffle Replacement)	Video, Dewatering, and Root Removal)	Amount Per Year	
144	7343	29					\$225.00	\$6.50	\$16,100	
			29				\$230.00	\$6.70	\$16,600	
				29			\$235.00	\$6.90	\$17,000	
					29		\$240.00	\$7.10	\$17,400	
						29	\$245.00	\$7.30	\$17,900	

Alvarez Engineers, Inc. FL Certificate of Authorization No. 7538 8935 NW 35 Lane, Suite 101 Doral, FL 33172 Telephone (305) 640-1345 Fax (305) 640-1346 E-Mail: <u>Juan.Alvarez@AlvarezEng.com</u>



3.4. Water and Sewer Systems

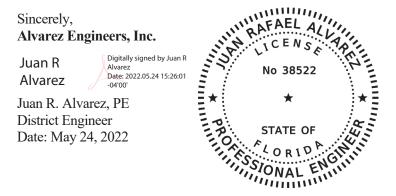
The water and sewer systems are maintained, operated and funded by WASD, which may be contacted at 305-274-9272 (for emergencies) or at 305-665-7477 (for customer service).

4. Insurance

The Engineer has reviewed the District's general liability, hired non-owned auto, employment practices liability and public official's liability coverage provided by Florida Insurance Alliance under Agreement No. 100121027 for the period between October 1, 2021 and October 1, 2022. The District has budgeted enough funds to cover the \$5,706 insurance premium.

This report was prepared to the best of my knowledge and belief and is based on field inspections conducted by Alvarez Engineers personnel, previous District Engineer reports and public documents available.

If you have any questions please do not hesitate to contact me at 305-640-1345 or at Juan.Alvarez@Alvarezeng.com,



This item has been digitally signed and sealed by Juan R. Alvarez, PE on May 24, 2022

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

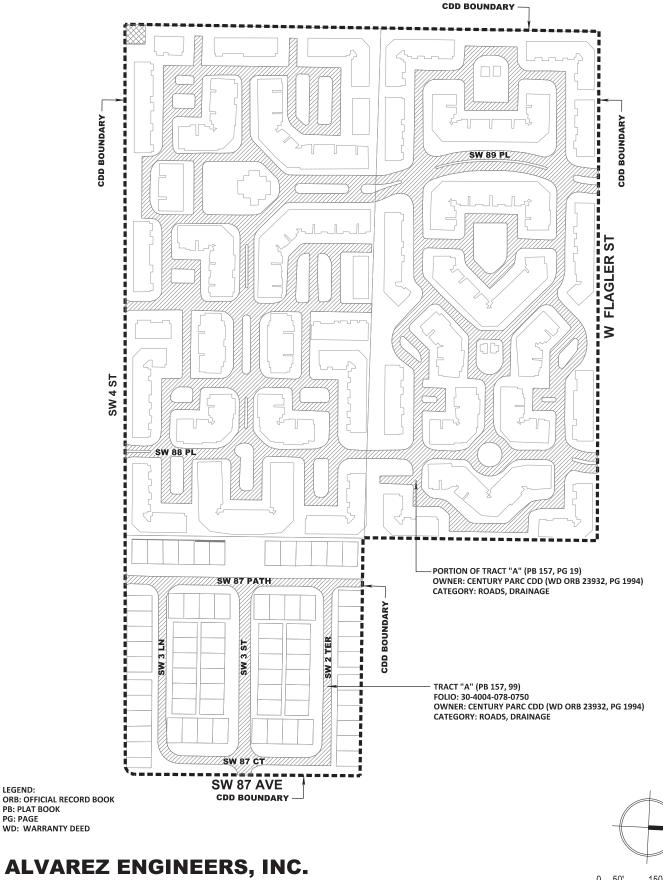


EXHIBIT 1

CENTURY PARC CDD CDD LAND OWNERSHIP AND EASEMENTS

LEGEND:

PB: PLAT BOOK PG: PAGE

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