

# CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

## **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING & PUBLIC HEARING AUGUST 6, 2025 11:00 A.M.

Special District Services, Inc. 8785 SW 165<sup>th</sup> 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 Renaissance Planning Office Conference Room 5757 Blue Lagoon Drive, Suite 330

## Miami, Florida 33126 REGULAR BOARD MEETING & PUBLIC HEARING

August 6, 2025 11:00 a.m.

A.	Call to Order
B.	Proof of Publication
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
	1. June 4, 2025 Regular Board Meeting
G.	Old Business
Н.	New Business
	1. Consider Approval of Miami-Dade County Advertisement Interlocal Agreement
	2. Century Park I Condo Association Inquiry and Request for Discussion Regarding the Associations Installation and Maintenance of Soft Gates
	3. Consider Approval of Resolution No. 2025-03 – Adopting a FY 2025/2026 Meeting Schedule
I.	Public Hearing
	1. Proof of Publication
	2. Receive Public Comments on FY 2025/2026 Final Budget
	3. Consider Approval of Resolution No. 2025-04 – Adopting a FY 2025/2026 Final BudgetPage 18
J.	Administrative Matters
	1. Financial UpdatePage 25
K.	District Counsel Report
	1. Legislative UpdatePage 29
L.	Board Member Comments
M.	Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star-Telegram The Fresno Bee The Island Packet The Kansas City Star Lexington Herald-Leader The Telegraph - Macon Merced Sun-Star Miami Herald El Nuevo Herald The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
141865	603908	Print Legal Ad-IPL01999750 - IPL0199975		\$664.64	2	38 L

**Attention:** Laura J. Archer

Century Parc Community Development District c/o Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, Florida 33410 LArcher@sdsinc.org

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 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 Renaissance Planning Office Conference Room located at 5757 Blue Lagoon Drive, Suite 330, Miami, FL 33126 at 11:00 a.m. on the following dates:

November 6, 2024 February 5, 2025 April 2, 2025 June 4, 2025 August 6, 2025

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

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. CENTU-RY PARC community development district

www.centuryparccdd.org IPL0199975

Oct 23 2024

## PUBLISHED DAILY MIAMI-DADE-FLORIDA STATE OF FLORIDA

## COUNTY OF MIAMI-DADE Refore the undersigned author

Before the undersigned authority personally appeared, Mary Castro, who on oath says that he/she is Custodian of Records of the The Miami Herald, a newspaper published in Mlami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

1 insertion(s) published on:

10/23/24

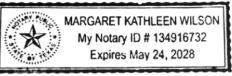
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 24th day of October in the year of 2024

Notary Public in and for the state of Texas, residing in Dallas County

Margaret K. Wilson



Extra charge for lost or duplicate affidavits. Legal document please do not destroy!

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING JUNE 4, 2025

#### A. CALL TO ORDER

The June 4, 2025, Regular Board Meeting of the Century Parc Community Development District (the "District") was called to order at 11:02 a.m. at the Renaissance Planning Office located at 5757 Blue Lagoon Drive, Suite 330, Miami, Florida 33126.

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

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Herald* on October 23, 2024, as part of the District's Fiscal Year 2024/2025 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 and Supervisors Lilliam Plascencia and Marco Tulio Villalobos.

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

### D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

## E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

### F. APPROVAL OF MINUTES

### 1. February 5, 2025, Regular Board Meeting

The minutes of the February 5, 2025, Regular Board Meeting were presented and the Board was asked if there were any corrections and/or additions.

There being no changes, a **MOTION** was made by Supervisor Llort, seconded by Supervisor Tulio Villalobos and unanimously passed approving the minutes of the February 5, 2025, Regular Board Meeting, as presented.

### G. OLD BUSINESS

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

### H. NEW BUSINESS

1. Consider Resolution No. 2025-02 – Approving a Fiscal Year 2025/2026 Proposed Budget

Mrs. Perez presented Resolution No. 2025-02, entitled:

#### **RESOLUTION NO. 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

The Debt Service Assessment is the same as last year. The Administrative Budget is slightly higher than last year. Insurance & Legal Advertising have increased. Any unused Maintenance/Contingency funds are being designated as reserve funds and will be used for future projects. So far there is \$446,900 designated for roads and \$115,800 designated for Storm Drainage. The FY 2024/2025 Drainage Continency budget is \$16,100 and the Roads Continency budget is \$37,860 pursuant to the amounts suggested in the 2024 engineer's report.

The estimated available funds anticipated for 9-30-2025 are expected to be approximately \$160,000, should no unforeseen expenses occur. A prior year carryover of \$10,700 has been applied to this budget (\$9,360 was issued last year). The available funds balance takes the reserve funds for the Road & Drainage repairs into consideration (i.e., the available funds are in addition to the reserve balance). Because the overall assessment presented for FY 2025/2026 is currently lower than the FY 2024/2025 assessment, letters to the residents will not be needed.

A **MOTION** was made by Supervisor Llort, seconded by Supervisor Tulio Villalobos and unanimously passed adopting Resolution No. 2025-02, as presented, approving a Proposed Budget for FY 2025/2026 and Setting the Public Hearing for finalization for August 6, 2025, at 11:00 am, at the At the Renaissance Planning Office Conference Room located at 5757 Blue Lagoon Drive, Suite 330, Miami, Florida 33126; and further authorizing the legal advertisement as required.

## 2. Consider Proposal for Stormwater Management System Maintenance Services and Reports Pursuant to Miami-Dade County Class V Permit Requirements

Several proposals were presented for the Board's consideration. Mrs. Perez announced the new Miami-Dade County Stormwater Management Class V Permit requirements, which changes the process in which districts can provide stormwater management services within Miami-Dade and requires the issuance of this permit. The District can no longer provide stormwater management cleaning services and/or repairs without said permit. Additionally, the permit requires reports to be issued and recommended that the permit be issued for one year.

Mrs. Perez is recommending that the District engage the services of a licensed and insured contractor thereby securing the qualified contractor services for the length of the permit (and extensions, if applicable) and having them issue and qualify the permit in addition to providing the required reports on behalf of the District (copying the District for District records) as part of their agreement responsibilities.

A **MOTION** was made by Supervisor Llort, seconded by Supervisor Avendano and passed unanimously approving the Americlean proposal for the qualification and issuance of the Miami-Dade County

Stormwater Management Class V Permit and the cleaning of thirty-seven (37) stormwater management system structures, once the permit has been issued; and directing District Counsel to prepare an agreement and authorizing District management to execute same on behalf of the District.

## 3. Discussion Regarding CPI Century Park Condo Association Inquiry and Soft Gate Installation

Mr. Perez advised the Board that the District had received an inquiry from Rolando Sosa, a current CP1 Board member, regarding the possibility of installing soft gates in the community. She noted that the email communications had been forwarded to the Board Members with the May 12, 2025, response to Mr. Sosa. Mrs. Perez added that Mr. Sosa had reached out to District management yesterday and advised that he would not be able to attend today's meeting and asked if this item could be TABLED until the next scheduled meeting in August, as he would like the additional time to gather more information. A discussion ensued amongst the Board Members and there was a consensus of the Board to add this agenda item for the next scheduled meeting.

## I. ADMINISTRATIVE MATTERS

## 1. Financial Update

Mrs. Perez presented the financial statement and indicated that finances were stable and would cover anticipated budgeted expenditures. Available funds as of April 30, 2025, were \$270,236.55.

A **MOTION** was made by Supervisor Llort, seconded by Supervisor Avendano and passed unanimously ratifying and approving the financials, as presented.

## J. DISTRICT COUNSEL REPORT

Mr. George announced that this would be the last meeting that he would be attending as he was moving out of state and he introduced Gabriella Fernandez Perez.

The Board expressed gratitude for the services that have been provided to the District over the last four years.

## K. BOARD MEMBER COMMENTS

2024 Form 1 - Statement of Financial Interests

Mrs. Perez reminded the Board that this year's filing requirement is a completed 2024 Form 1 must be submitted prior to July 1, 2025, using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via a link at Login - Electronic Financial Disclosure Management System floridaethics.gov. Mrs. Perez noted that the Department of Ethics had already distributed emails providing each individual a link to complete this requirement and further noting that the email was titled "Official Notification to File Form 1, Statement of Financial Interests" from Ethics FDMS Info and advising that if anyone had any issues to call the Florida Commission on Ethics at 850-488-7864 or 1-800-262-8824.

#### L. ADJOURNMENT

seconded by Supervisor Tulio Villalobos and	seconded by Supervisor Tulio Villalobos and passed unanimously.							
ATTESTED BY:								
Secretary/Assistant Secretary	Chairman/Vice-Chairperson							

The Regular Board Meeting was adjourned at 11:49 a.m. on a MOTION made by Supervisor Avendano,

## Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and Century Parc Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

## RECITALS

- A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and
- B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and
- C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and
- D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website **legalads.miamidade.gov** for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and
- E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and
- F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

#### **TERMS**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

- 2. <u>Designation of Website</u>. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.
- 3. <u>Utilization of Website</u>. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.
- 4. <u>Term.</u> The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.
- 5. <u>Extensions</u>. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.
- 6. <u>Compliance with Legal Requirements</u>. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

- 7. <u>County Actions are Ministerial</u>. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.
- 8. <u>Services Description</u>. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.
- 9. <u>Training</u>. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.
- 10. <u>Support</u>. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.
- 11. <u>Financial Responsibility</u>. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

- 12. <u>Costs.</u> The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.
- 13. <u>Reimbursable Expenses</u>. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.
- 14. <u>Sovereign Immunity</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.
- 15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 16. <u>Termination</u>. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.
- 18. <u>Notices</u>. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

#### FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department ATTN: Inson Kim 111 NW 1<sup>st</sup> Street Suite 2510 Miami, FL 33128

#### FOR LOCAL GOVERNMENT:

Century Parc Community Development District ATTN: Gloria Perez, District Manager 2501A Burns Road Palm Beach Gardens, FL 33410

- 19. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 20. <u>Assignment</u>. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.
- 21. <u>Interpretation</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 22. <u>Severability.</u> If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 23. <u>Third-Party Beneficiaries</u>. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.
- 24. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

- 25. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.
- 26. <u>Representation of Authority</u>. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.
- 27. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 28. <u>Materiality and Waiver or Breach</u>. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

## **COUNTY**

DADE COUNTY through its BOARD OF County Mayor or County Mayor's Design	to have made and executed this Agreement: MIAMI-OUNTY COMMISSIONERS, signing by and through its nee, authorized to execute same by Board action on igning by and through its Clerk's Office, duly authorized
MIAMI-DADE COUNTY, by and through its County Mayor or County Mayor's Design	gnee
By:	
day of, 20	
<u>L</u>	OCAL GOVERNMENT
LOCAL GOVERNMENT NAME: Century Pa	rc Community Development District
ATTEST:	By: Chairman or Vice Chairman
Gloria Perez, Secretary/Treasurer and District Manager for the Century Parc	Print Name
Community Development District	<u>6</u> day of <u>August</u> , 2025
Approved as to form and legal sufficiency:	

#### RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 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 2025/2026; and

**WHEREAS,** the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 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, MIAMIDADE COUNTY, FLORIDA, AS FOLLOWS:

**Section 1.** The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 6<sup>th</sup> day of August, 2025.

ATTEST:	CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant Sec	cretary Chairperson/Vice Chairperson

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 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 Renaissance Planning Office Conference Room located at 5757 Blue Lagoon Drive, Suite 330, Miami, FL 33126 at 11:00 a.m. on the following dates:

November 5, 2025 February 4, 2026 March 4, 2026 May 13, 2026\* August 5, 2026

\* Change from typical week date to accommodate the required 60 days for the Final Budget Public Hearing

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 HERALD 00/00/25



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
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The State
Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star-Telegram The Fresno Bee The Island Packet The Kansas City Star Lexington Herald-Leader The Telegraph - Macon Merced Sun-Star Miami Herald El Nuevo Herald The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
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The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57839		Legal Ad - IPL0254199		3.0	108.0L

ATTENTION: Century Parc Community Development District IP

2501A Burns Road

Palm Beach Gardens, FL 33410

larcher@sdsinc.org

## 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 August 6, 2025, at 11:00 a.m., or as soon thereafter as can be heard, in a Conference Room at the Renaissance Planning Office located at 5757 Blue Lagoon Drive, Suite 330, Miami, Florida 33126.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the District's website (<a href="www.centuryparccdd.org">www.centuryparccdd.org</a>) 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.

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

Century Parc Community Development District www.centuryparccdd.org PUBLISH: MIAMI HERALD 07/17/25 & 07/24/25



PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in Mlami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print In the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

2.0 insertion(s) published on: 07/17/25 Print, 07/24/25 Print

Print Tearsheet Link

Marketplace Link

Amy Robbins



Amy Robbins

Sherry F Chasteen



Sworn to and subscribed before me on

Jul 24, 2025, 8:51 AM EDT



technology. Notarization facilitated by SIGNiX\*

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

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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

Century Parc Community Development District www.centuryparccdd.org

PUBLISH: MIAMI HERALD 07/17/25 & 07/24/25



#### **RESOLUTION NO. 2025-04**

## A RESOLUTION OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2025/2026 BUDGET.

**WHEREAS**, the Century Parc Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 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:

<u>Section 1</u>. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 6th day of August, 2025.

ATTEST:	CENTURY PARC COMMUNITY DEVELOPMENT DISTRI	CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT				
By:	By:					
Secretary/Assistant Se	cretary Chairperson/Vice Chairperson					

# Century Parc Community Development District

Final Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

## **CONTENTS**

I	FINAL BUDGET
II	DETAILED FINAL BUDGET
III	DETAILED FINAL DEBT SERVICE FUND BUDGET
IV	ASSESSMENT COMPARISON

## **FINAL BUDGET**

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

## OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL	YEAR
	2025/2	026
REVENUES	BUDG	BET
Administrative Assessments		59,169
Maintenance Assessments		76,604
Debt Assessments		351,984
Other Revenues		0
Interest Income		1,200
TOTAL REVENUES	\$	488,957
TO THE REVERSES	•	100,001
EXPENDITURES		
MAINTENANCE EXPENDITURES		
Maintenance/Contingency - Drainage		22,000
Maintenance/Contingency - Brainage  Maintenance/Contingency - Roads		45,000
Engineering/Inspections	•	5,000
TOTAL MAINTENANCE EXPENDITURES	\$	72,000
ADMINISTRATIVE EXPENDITURES		
Supervisor Fees		6,000
,		
Payroll Taxes (Employer)		480
Management		36,648
Secretarial		4,200
Legal		8,000
Assessment Roll		6,000
Audit Fees		3,600
Insurance		7,400
Legal Advertisements		2,600
Miscellaneous		650
Postage		300
Office Supplies		550
Dues & Subscriptions		175
Trustee Fees		3,600
Continuing Disclosure Fee		350
Website Management		2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$	82,553
TOTAL EXPENDITURES	\$	154,553
REVENUES LESS EXPENDITURES	\$	334,404
		,
Bond Payments		(330,865)
BALANCE	\$	3,539
County Appraiser & Tax Collector Fee		(9,760)
Discounts For Early Payments		(19,519)
Excess/ (Shortfall)	\$	(25,740)
Carryover From Prior Year		25,740
Net Excess/ (Shortfall)	\$	-

## **DETAILED FINAL BUDGET**

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

## OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES Administrative Assessments	ACTUAL		2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Autilition and Assessine ins	76,29	2	75.190		69 Expenditures Less Interest & Carryover/.94
Maintenance Assessments	60,602		60,602		04 Expenditures/.94
Debt Assessments	351,984		351,984		84 Bond Payments/.94
Other Revenues	,	0	331,984	301,9	o Bond Fayinents/.94
		-	840	4.0	00   Lata are at Festiva etc. d. At 6400 Per Menth
nterest Income	36,12° \$ <b>524,999</b>			·	Interest Estimated At \$100 Per Month
TOTAL REVENUES	\$ 524,999	\$	488,616	\$ 488,95	
EXPENDITURES		+			
MAINTENANCE EXPENDITURES					
Maintenance/Contingency - Drainage	3,13	2	16,100	22,0	00 Maintenance/Contingency - Drainage
Maintenance/Contingency - Roads	,	0	37,860		00 2031 Road Project - 6 Years From 2025
Engineering/Inspections	2,320	0	3,000		00 \$2,000 Increase From 2024/2025 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 5,452		56,960	\$ 72,00	
OTAL MAINTENANCE EXPENDITORES	0,402		00,000	72,00	
ADMINISTRATIVE EXPENDITURES					
Supervisor Fees	1,400	0	6,000	6,0	00 Supervisor Fees
Payroll Taxes (Employer)	10	7	480	4	Projected At 8% Of Supervisor Fees
Management	34,584	4	35,616	36,6	48 CPI Adjustment
Secretarial	4,20	0	4,200	4,2	00 No Change From 2024/2025 Budget
_egal	6,363	3	8,000	8,0	No Change From 2024/2025 Budget
Assessment Roll	6,000	0	6,000	6,0	00 As Per Contract
Audit Fees	3,800	0	3,900	3,6	OO Accepted Amount For 2024/2025 Audit
nsurance	6,594	4	7,000	7.4	00 Fiscal Year 24/25 Expenditure Was \$6,858
_egal Advertisements	2,490		2,000		OO Costs Have Increased Due To Closing Of The Miami Business Review
Miscellaneous	24		675	,	50 \$25 Decrease From 2024/2025 Budget
Postage	219		300		00 No Change From 2024/2025 Budget
Office Supplies	188		575		50 \$25 Decrease From 2024/2025 Budget
Dues & Subscriptions	175		175		75 No Change From 2024/2025 Budget
Trustee Fees	3,400		3,600		00 No Change From 2024/2025 Budget
Continuing Disclosure Fee	350		350		50 No Change From 2024/2025 Budget
Website Management	2,000		2,000		00 No Change From 2024/2025 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 72,123		80,871	\$ 82,55	
	, , , , , , , , , , , , , , , , , , , ,	Ť		<u> </u>	
TOTAL EXPENDITURES	\$ 77,575	5 \$	137,831	\$ 154,55	3
REVENUES LESS EXPENDITURES	\$ 447,424	\$	350,785	\$ 334,40	4
Bond Payments	(335,611	.)	(330,865)	(330,86	5) 2026 P & I Payments Less Earned Interest
BALANCE	\$ 111,813	\$ \$	19,920	\$ 3,53	9
			,	3,00	
County Appraiser & Tax Collector Fee	(4,702	·)	(9,760)	(9,76	0) Two Percent Of Total Assessment Roll
Discounts For Early Payments	(17,991	)	(19,520)	(19,51	9) Four Percent Of Total Assessment Roll
Evcess/ (Shortfall)	\$ 89,120	) \$	(9,360)	\$ (25,74	on .
Excess/ (Shortfall)	φ 89,120	<b>3</b>	(9,360)	(25,72	<u></u>
Carryover From Prior Year	(	0	9,360	25,7	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ 89,120		-	\$	<u>-</u>

## **DETAILED FINAL DEBT SERVICE FUND BUDGET**

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	24,396	1,273	1,860	Projected Interest For 2025/2026
NAV Tax Collection	335,611	330,865	330,865	2026 P & I Payments Less Earned Interest
Total Revenues	\$ 360,007	\$ 332,138	\$ 332,725	
EXPENDITURES				
Principal Payments	225,000	245,000	255,000	Principal Payment Due In 2026
Interest Payments	101,390	87,138	77,725	Interest Payments Due In 2026
Total Expenditures	\$ 326,390	\$ 332,138	\$ 332,725	
Excess/ (Shortfall)	\$ 33,617	\$ -	\$ -	

### 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 1/1/2025 = \$1,950,000

## Century Parc Community Development District Assessment Comparison

	20	scal Year 22/2023	Fiscal Year 2023/2024		Fiscal Year 2024/2025		Fiscal Year 2025/2026	
	Assessment*		Assessment* Assessment* Assessment*		sessment*	Projected Assessment*		
Administrative	\$	99.71	\$	98.31	\$	98.29	\$	77.35
Maintenance	\$	77.83	\$	79.22	\$	79.22	\$	100.14
<u>Debt</u>	\$	461.93	\$	461.93	\$	461.93	\$	461.93
Total For 691 Units	\$	639.47	\$	639.46	\$	639.44	\$	639.42
Administrative	\$	99.71	\$	98.31	\$	98.29	\$	77.35
Maintenance	\$	77.83	\$	79.22	\$	79.22	\$	100.14
<u>Debt</u>	\$	461.93	\$	461.93	\$	461.93	\$	461.93
Total For 74 Townhomes	\$	639.47	\$	639.46	\$	639.44	\$	639.42

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

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information: Condominiums

Condominiums	691
<u>Townhomes</u>	<u>74</u>
Total Units	765
Townhomes Information	
Total Units	74
	74 <u>3</u>
Total Units	• •

# Century Parc Community Development District

## Financial Report For July 2025

## Century Parc Community Development District Budget vs. Actual October 2024 through July 2025

	Oct 24 - July 25	24/25 Budget	\$ Over Budget	% of Budget
Income				
363.101 · Maintenance Assessmer	60,603.00	60,602.00	1.00	100.0%
369.399 · Carryover From Prior Ye	ar 0.00	9,360.00	-9,360.00	0.0%
369.401 · Interest Income	19,496.23	840.00	18,656.23	2,320.98%
363.820 · Debt Assessment-Paid to	<b>Trustee</b> -335,569.94	-330,865.00	-4,704.94	101.42%
363.831 · Assessment Discounts	-18,058.51	-19,520.00	1,461.49	92.51%
363.830 · Assessment Fees	-4,700.71	-9,760.00	5,059.29	48.16%
363.810 · Debt Assessments	351,991.00	351,984.00	7.00	100.0%
363.100 · Admin Assessment Inco	<b>me</b> 76,176.82	75,190.00	986.82	101.31%
Total Income	149,937.89	137,831.00	12,106.89	108.78%
Expense				
511.315 · Legal Fees	5,727.50	8,000.00	-2,272.50	71.59%
511.320 · Audit Fees	3,500.00	3,900.00	-400.00	89.74%
511.310 · Engineering	3,373.75	3,000.00	373.75	112.46%
511.122 · Payroll Expense	249.10	480.00	-230.90	51.9%
511.131 · Supervisors Fees	2,200.00	6,000.00	-3,800.00	36.67%
511.305 · MaintenanceContingenc	y-Drainage 0.00	16,100.00	-16,100.00	0.0%
511.306 · Maintenance/Contingend	<b>cy - Roads</b> 0.00	37,860.00	-37,860.00	0.0%
511.311 · Management Fees	29,680.00	35,616.00	-5,936.00	83.33%
511.312 · Secretarial Fees	3,500.00	4,200.00	-700.00	83.33%
511.450 · Insurance	6,858.00	7,000.00	-142.00	97.97%
511.480 · Legal Advertisements	664.64	2,000.00	-1,335.36	33.23%
511.512 · Miscellaneous Expense	391.37	675.00	-283.63	57.98%
511.513 · Postage and Delivery	199.50	300.00	-100.50	66.5%
511.514 · Office Supplies	240.60	575.00	-334.40	41.84%
511.318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
511.540 · Dues, License & Subscri	<b>ptions</b> 175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	3,708.75	3,600.00	108.75	103.02%
511.734 · Continuing Disclosure F	<b>ee</b> 0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,666.60	2,000.00	-333.40	83.33%
Total Expense	62,134.81	137,831.00	-75,696.19	45.08%
Income	87,803.08	0.00	87,803.08	100.0%

## CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT FINANCIAL REPORT JULY 2025

		Annual			Year To Date
		Budget	Actual		Actual
REVENUES	10/1/	24 - 9/30/25	Jul-25	10	/1/24 - 7/31/25
Administrative Assessments		75,190	0		76,177
Maintenance Assessments		60,602	0		60,603
Debt Assessments		351,984	0		351,991
Other Revenues		0	0		C
Interest Income		840	0		19,496
Total Revenues	\$	488,616	\$ -	\$	508,267
EXPENDITURES					
MAINTENANCE EXPENDITURES					
Maintenance/Contingency - Drainage		16,100	0		C
Maintenance/Contingency - Roads		37,860	0.070		2.274
Engineering/Inspections		3,000	2,879		3,374
TOTAL MAINTENANCE EXPENDITURES	\$	56,960	\$ 2,879	\$	3,374
ADMINISTRATIVE EXPENDITURES					
Supervisor Fees		6,000	0		2,200
Payroll Taxes (Employer)		480	0		249
Management		35,616	2,968		29,680
Secretarial		4,200	350		3,500
Legal		8,000	0		5,728
Assessment Roll		6,000	0		0,720
Audit Fees		3,900	0		3,500
Insurance		7,000	0		6,858
Legal Advertisements		,	0		,
Miscellaneous		2,000 675	28		665 391
Postage		300	14		200
Office Supplies		575	28		241
Dues & Subscriptions		175	0		175
Trustee Fees		3,600	0		3,709
Continuing Disclosure Fee		350	0		C
Website Management		2,000	166		1,665
TOTAL ADMINISTRATIVE EXPENDITURES	\$	80,871	\$ 3,554	\$	58,761
Total Expenditures	\$	137,831	\$ 6,433	\$	62,135
REVENUES LESS EXPENDITURES	\$	350,785	\$ (6,433)	\$	446,132
Danid Daymanta		(000 005)	0		/00F F70
Bond Payments		(330,865)	0		(335,570)
Balance	\$	19,920	\$ (6,433)	\$	110,562
County Appraiser & Tax Collector Fee		(9,760)	0		(4,701)
Discounts For Early Payments		(19,520)	0		(18,058)
Excess/ (Shortfall)	\$	(9,360)	\$ (6,433)	\$	87,803
Carryover from Prior Year		9,360	0		(
			-		
Net Excess/ (Shortfall)	\$	-	\$ (6,433)	\$	87,803

Bank Balance As Of 7/31/25	\$ 828,525.82
Accounts Payable As Of 7/31/25	\$ 11,561.88
Accounts Receivable As Of 7/31/25	\$ -
Reserve Funds - Drainage As Of 7/31/25	\$ 115,800.00
Reserve Funds - Roads As Of 7/31/25	\$ 446,900.00
Available Funds As Of 7/31/25	\$ 254,263.94

## CENTURY PARC CDD TAX COLLECTIONS 2024-2025

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Fees	Discount	Net From Tax Collector \$487,786.00	Admin. Assessment Income (Before Discounts & Fee) \$75,192.00	Maint. Assessment Income (Before Discounts & Fee) \$60,603.00	Debt Assessment Income (Before Discounts & Fee) \$ 351,991.00	Admin. Assessment Income (After Discounts & Fee) \$75,192.00	Maint. Assessment Income (After Discounts & Fee) \$60,603.00	Debt Assessment Income (After Discounts & Fee) \$351,991.00	Debt Assessments Paid to Trustee
<u> </u>									\$458,504.00	\$70,679.00	\$56,960.00	\$ 330,865.00	\$70,679.00	\$56,960.00	\$330,865.00	\$330,865.00
1		Miami-Dade Tax Collector	12/09/24	NAV Taxes	\$ 309,027.03		\$ (2,966.66)		,	\$ 47,572.36		\$ 223,112.19	\$ 45,209.98			\$ 212,049.60
2		Miami-Dade Tax Collector	11/25/24	NAV Taxes	\$ 63,482.07		\$ (609.42)			\$ 9,829.00		\$ 45,731.07	\$ 9,343.58		\$ 43,458.77	\$ 43,458.77
3	3	Miami-Dade Tax Collector	11/26/24	NAV Taxes	\$ 35,169.20		\$ (337.63)	\$ (1,406.90)	\$ 33,424.67	\$ 5,405.95	\$ 4,357.10	\$ 25,406.15	\$ 5,137.03	\$ 4,140.36	\$ 24,147.28	\$ 24,147.28
4	4	Miami-Dade Tax Collector	12/04/24	NAV Taxes	\$ 3,648.96		\$ (34.80)	\$ (168.75)	\$ 3,445.41	\$ 562.48	\$ 453.35	\$ 2,633.13	\$ 531.10	\$ 428.06	\$ 2,486.25	\$ 2,486.25
5	5	Miami-Dade Tax Collector	01/31/25	NAV Taxes	\$ 15,766.95		\$ (152.98)	\$ (468.47)	\$ 15,145.50	\$ 2,430.47	\$ 1,958.89	\$ 11,377.59	\$ 2,334.67	\$ 1,881.68	\$ 10,929.15	\$ 10,929.15
6	6	Miami-Dade Tax Collector	12/31/24	NAV Taxes	\$ 21,740.96		\$ (209.73)	\$ (767.32)	\$ 20,763.91	\$ 3,341.86	\$ 2,693.48	\$ 15,705.62	\$ 3,191.25	\$ 2,572.09	\$ 15,000.57	\$ 15,000.57
7	7	Miami-Dade Tax Collector	02/07/25	Interest		\$ 253.42			\$ 253.42	\$ 253.42			\$ 253.42			\$ -
8	8	Miami-Dade Tax Collector	02/12/25	NAV Taxes	\$ 14,707.12		\$ (144.13)	\$ (294.17)	\$ 14,268.82	\$ 2,267.11	\$ 1,827.21	\$ 10,612.80	\$ 2,199.55	\$ 1,772.75	\$ 10,296.52	\$ 10,296.52
9	9	Miami-Dade Tax Collector	03/06/25	NAV Taxes	\$ 4,476.08		\$ (44.25)	\$ (51.14)	\$ 4,380.69	\$ 689.99	\$ 556.11	\$ 3,229.98	\$ 675.28	\$ 544.26	\$ 3,161.15	\$ 3,161.15
10	10	Miami-Dade Tax Collector	03/21/25	Interest		\$ 309.69			\$ 309.69	\$ 309.69			\$ 309.69			\$ -
11	11	Miami-Dade Tax Collector	04/07/25	NAV Taxes	\$ 9,678.44		\$ (96.78)	\$ -	\$ 9,581.66	\$ 1,491.93	\$ 1,202.45	\$ 6,984.06	\$ 1,477.01	\$ 1,190.43	\$ 6,914.22	\$ 6,914.22
12	12	Miami-Dade Tax Collector	05/13/25	NAV Taxes	\$ 4,571.98		\$ (45.72)	\$ -	\$ 4,526.26	\$ 783.93	\$ 554.54	\$ 3,233.51	\$ 776.09	\$ 548.99	\$ 3,201.18	\$ 3,201.18
13	13	Miami-Dade Tax Collector	05/21/25	Interest		\$ 78.46	`		\$ 78.46	\$ 78.46			\$ 78.46			\$ -
14	14	Miami-Dade Tax Collector	06/11/25	NAV Taxes	\$ 343.90		\$ (3.44)	\$ -	\$ 340.46	\$ 61.48	\$ 41.48	\$ 240.94	\$ 60.86	\$ 41.07	\$ 238.53	\$ 238.53
15	15	Miami-Dade Tax Collector	06/25/25	NAV/Interest (TC)	\$ 5,279.03	\$ 237.53	\$ (55.17)	\$ -	\$ 5,461.39	\$ 1,098.69	\$ 693.91	\$ 3,723.96	\$ 1,087.70	\$ 686.97	\$ 3,686.72	\$ 3,686.72
16									\$ -	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						\$ -
					\$ 487,891.72	\$ 879.10	\$ (4,700.71)	\$ (18,058.51)	\$ 466,011.60	\$ 76,176.82	\$ 60,603.00	\$ 351,991.00	\$ 72,665.67	\$ 57,775.99	\$ 335,569.94	\$ 335,569.94

Assessment Roll = \$487,785.81

Assessment Roll	
Admin:	\$75,191.85
Maint:	\$60,603.20
Debt:	\$351,990.66
Total	\$487,785.71

Collections 100.02% Note: \$487,786, \$75,192, \$60,603, and \$351,991 are 2024/2025 Budgeted assessments before discounts and fees. \$458,504, \$70,679, \$55,960 and \$330,865 are 2024/2025 Budgeted assessments after discounts and fees.

\$ 487,891.72	
\$ 879.10	\$ 466,011.60
\$ (76,176.82)	\$ (72,665.67
\$ (60,603.00)	\$ (57,775.99
\$ - '	\$ -
\$ (351,991.00)	\$ (335,569.94
\$ _	\$ _

## **MEMORANDUM**

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

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**2.** Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government's investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

**3.** Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

## **New Timelines and Notice Requirements:**

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

**4. Chapter 2025 – 85, Laws of Florida (SB 348).** The legislation amends the Code of Ethics to establish a new "stolen valor" provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

<sup>&</sup>lt;sup>1</sup> A "unit of local government" is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new "stolen valor" provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

**6.** Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <a href="http://laws.flrules.org/">http://laws.flrules.org/</a>.

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