



**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
ORGANIZATIONAL MEETING
JUNE 7, 2024
12:30 P.M.**

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

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

AGENDA
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

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

ORGANIZATIONAL MEETING

June 7, 2024

12:30 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat Board Members (from Ordinance)
- D. Administer Oaths of Office & Review Board Members Responsibilities and Duties
- E. Establish Quorum
- F. Election of Officers
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. New Business
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 - 2. Consider Appointment of District General Counsel.....Page 7
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NOTICE OF ORGANIZATIONAL MEETING

OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Century Park Square Community Development District (the "District") will hold its Organizational Meeting (the "Meeting") on Friday, June 7, 2024, at 12:30 p.m. in the offices located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134. The purpose of the Meeting is to organize the District, consider engagement of professionals, including, but not limited to, staff, manager, attorney and others as deemed appropriate by the Board and conduct any and all other District business which may lawfully and properly come before the Board. A copy of the Agenda for this Meeting may be obtained from the District's website or from Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, FL 33193, 786-347-2711 and/or toll free at 1-877-737-4922.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued to a date, time and place to be specified on the record at the Meeting. There may be occasions when members of the Board or District Staff will participate by speaker telephone.

If any person decides to appeal any decision made with respect to any matter considered at this Meeting, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding 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 this Meeting should contact Special District Services, Inc. at 786-347-2711 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

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

Century Park Square Community Development District
IPL0174582
May 28 2024



AGREEMENT FOR DISTRICT MANAGEMENT SERVICES AND VALIDATION

This Agreement made and entered this 7th day of July, 2024 between the Century Park Square Community Development District (hereinafter called the District) located in Miami-Dade County, Florida (hereinafter called the County) and Special District Services, Inc. (hereinafter called SDS).

WHEREAS, the District is a sovereign local unit of special-purpose government which has been created pursuant to Chapter 189 and 190, Florida Statutes; and

WHEREAS, the primary purpose and intent of this Agreement is for SDS to be appointed and employed by the District as the statutory District Manager of the District, as described in Florida Statute Section 190.007(1), for the purpose of providing management, supervision, consulting and validation services to and on behalf of the District, acting as the statutorily designated and mandated agent of the District, in furtherance of SDS' duties as required by Section 190.007 Florida Statutes; and

WHEREAS, District has agreed to appoint and engage SDS to act as the statutory District Manager pursuant to F.S. 190.007(1) and to perform those tasks identified herein; and,

WHEREAS, District and SDS desire to reduce their agreement and understanding to writing, setting forth the services to be rendered by SDS to District and the compensation to be paid by District to SDS for the specific services to be rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I – RECITALS

The recitals set forth hereinabove are true and correct and constitute the basis for entering into this Agreement, and are incorporated into, and as a part of, this Agreement by reference.

SECTION II – MANAGEMENT SERVICES

As the District Manager, SDS will perform, or cause to be performed, the following designated tasks and services:

A. WORK PROGRAM – DISTRICT MANAGEMENT

Task 1. SDS will, throughout the term of this Agreement, serve as the statutorily required District Manager of the District (pursuant to F.S. 190.007(1)) and will provide those services necessary for the management and operation of the District including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, communications and coordination with other governmental agencies and District professionals, general supervision, and day to day management of the operations of the District in accordance with the provisions of Chapter 190 and Chapter 189, Florida Statutes. The fee for this Task is \$24,000 per year, payable in twelve (12) equal monthly

payments of \$2,000. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI). Management of the maintenance of District facilities or property is not included in this Agreement and is subject to negotiation if required.

Task 2. SDS will maintain the District books, accounts, records, purchasing procedures and financial reporting procedures, issue all checks and prepare financial reports. There is no additional charge for this Task.

Task 3. SDS will assist the District in the selection of professionals, including counsel, bond counsel, financial advisor and underwriter, or, if directed by the District, SDS, as the statutory District Manager and general manager of the District, will retain such professionals for the District in accordance with terms mutually agreed to by the parties. There is no additional charge for this Task.

Task 4. SDS, as District Manager, will provide general consulting services to District on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long-term future. There is no additional charge for this Task.

Task 5. SDS will, pursuant to the requirements of Section 189.069, Florida Statutes, establish/create, manage, and maintain an independent website for the District. The fee for this Task is \$2,500 per year.

Task 6. SDS will prepare the annual assessment roll for the submittal to the County following adoption by the District. The fee for this Task is \$6,000 payable upon the submittal of the final Annual Assessment Roll to the County.

Task 7. SDS will provide to the District, as District Manager, field operations management of third-party service contracts/agreements and/or the administration of construction contracts, as may be mutually agreed to by the parties. In so doing, SDS shall, in all respects, be providing all such services called for under this Agreement, and in any mutually agreed amendment or supplement to this Agreement, as the District Manager and as agent of the District, in accordance with the provisions of Florida Statutes Section 768.28(9)(a). Any third parties or entities retained by or on behalf of the District for any such services to be provided, shall be deemed independent contractors of the District, and not agents of SDS under this Agreement, unless otherwise mutually agreed to by the parties in writing.

Task 8. SDS will provide such other services, assisting in litigation matters and/or IRS Audits, as mutually agreed to, in writing, by the parties.

B. WORK PROGRAM – DISTRICT FIELD OPERATIONS MANAGEMENT

Task 1. SDS will, *once determined necessary*, provide Operations Management Services for the District-owned infrastructure, i.e. clubhouse, outdoor exercise equipment, landscaping, lake, entry features, security, etc. and throughout the term of this Agreement, and will provided services as specified in the Tasks below. The fee for this Task is \$12,000 per year, payable in twelve (12) equal monthly payments of \$1,000.

Task 2. SDS will coordinate and communicate with contractors for required maintenance and improvement services; including solicitation of bids/cost quotes, if appropriate; approving and scheduling same as required.

Task 3. SDS will manage contracts reasonably necessary and related to the operation, maintenance, up-keep, repair, replacement and preservation of District property.

Task 4. The SDS Operations Manager shall have the authority to make/approve necessary expenditures within budgetary constraints.

Task 5. SDS will coordinate with on-site maintenance and HOA personnel, as necessary, to properly maintain and operate the District property.

Task 6. SDS will communicate with residents of the District, when and if required, regarding concerns involving District property.

Task 7. SDS will provide a minimum of two visits per week for on-site inspection.

SDS shall be reimbursed for out-of-pocket expenses incurred in connection with the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.).

C. WORK PROGRAM – BOND VALIDATION & METHODOLOGY PREPARATION

Task 1. SDS will assist District’s counsel, bond counsel, underwriter, and other financing team members in reviewing the Engineers Report that is required for Validation. There is no additional charge for this Task.

Task 2. SDS will, upon the request of the District, prepare the Master Special Assessment Methodology Report. The fee for this Task is \$20,000.

Task 3. SDS will, upon the request of the District, assist Bond Counsel and General Counsel in preparing for Validation. There is no additional charge for this Task.

Task 4. SDS will, if applicable, serve as an expert witness for the Validation hearing. There is no additional charge for this Task.

Task 5. SDS will assist the District in the structuring or restructuring of bond issue(s) as necessary and agreed to by the District. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. The fee for this Task is \$15,000.

Task 6. SDS, upon request by the District, will prepare supplemental special assessment methodology reports, as required. The fee for this Task is \$10,000 per supplemental report.

In addition, for its services as District Manager to the District, SDS shall be reimbursed for out-of-pocket expenses incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). SDS will submit monthly invoices to the District for work performed under the terms of this Agreement. Payment shall become due and

payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Tasks 7 and 8 shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the District, such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions are third party professional services and will be performed by others and are not a part of SDS' services under this Agreement.

SECTION IV – DISTRICT CHANGES

From time to time there may need to be changes made to the existing District such as, but not limited to, expansion or contraction of the District boundaries, creation of separate assessment areas, restructuring of bonds, etc. that may involve extensive work beyond the initial scope of this Agreement. Under such circumstances, SDS will be entitled additional compensation as mutually agreed to by the parties prior to commencement of the defined additional work.

SECTION V – DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by SDS under this Agreement shall be the property of the District, upon payment in full of all fees and costs set forth above.

SECTION VI – TERM OF AGREEMENT

This Agreement shall be continuous, beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice of any such termination to be given in writing and at least sixty (60) days in advance of the effective date of termination. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period for management fees as stated for Tasks 1- 6 of Section II, in addition to any other fees or costs due hereunder.

If termination is by the District and for cause, this Agreement will terminate immediately upon delivery of written notice, but without the sixty (60) day notice requirement as set forth above. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement. The basis for any "for cause" termination shall be stated in the written notice.

SECTION VII – AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be executed in counterparts or duplicate originals, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION VIII – MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Palm Beach County, Florida.

The District acknowledges that SDS is an officer and general manager of the District and is not an attorney and may not render legal advice or opinions; nor a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

The District further acknowledges that, in performing its duties under this Agreement, SDS remains subject to the supervision and control of the District and that this Agreement between the District and SDS is intended to create a relationship wherein SDS is acting as the statutorily appointed District Manager pursuant to Florida Statutes Section 190.007(1), and as the agent of the District pursuant to, and within the scope, meaning and intent of the sovereign immunity provisions of Florida Statute Section 768.28 (9)(a).

SDS is an E-Verify compliant company.

IF ANYONE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR SDS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUSTODIAN OF PUBLIC RECORDS AT 1-877-737-4922 OR EMAIL: TWODRASKA@SDSINC.ORG, OR MAIL REQUEST TO SPECIAL DISTRICT SERVICES, 2501A BURNS ROAD, PALM BEACH GARDENS, FL. 33410.

Time is of the essence as to the payment and performance by either party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CENTURY PARK SQUARE
COMMUNITY
DEVELOPMENT DISTRICT**

**SPECIAL DISTRICT SERVICES,
INC.**

By: _____

By: _____

Printed Name and Title Date

Todd Wodraska, President

Printed Name and Title Date

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
GINGER E. WALD
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OF COUNSEL

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GERALD L. KNIGHT
BRUCE M. RAMSEY
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STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

May 29, 2024

Special District Services
Mr. Todd Wodraska
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

**Re: Proposal to serve as District Counsel for
Century Park Square Community Development District**

Dear Todd:

This letter will serve to memorialize previous discussions regarding this firm's undertaking to provide legal services as District Counsel to the Century Park Square Community Development District. General District legal services will be billed at the rate of \$300.00 per hour when that work is performed by a partner of the firm. Legal work carried out by associates will be billed at \$250.00 per hour. Tasks assigned to paralegals are billed at \$95.00 per hour. I will serve as registered agent and our office will be listed as the registered office for the Century Park Square Community Development District pursuant to Florida law. There will be a monthly minimum fee of \$500.00 for general/recurring legal services which may include, but shall not be limited to: communications with District Manager and District Staff re: routine operations of the CDD; communications with state and local government agencies re: CDD matters, requests for information, audits, etc.; updating and maintaining CDD records, notices, filings, etc.; reviewing miscellaneous correspondence re: CDD; scheduling matters involving the CDD and Agendas re: meetings of the Board of Supervisors; monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD. This fee structure will be adjusted on a periodic basis in connection with the District's budget process and no later than every third fiscal year to reflect changes in the Consumer Price Index published by the U.S. Department of Labor.

May 29, 2024

Page 2

Specialized legal services performed in connection with litigation, the validation and issuance of CDD bonds, as well as infrastructure construction activities funded by CDD bonds, will be invoiced separately and, when appropriate, charged against bond proceeds. Costs related to all of the above-listed activities will also be invoiced separately.

It is my understanding that this proposal will be placed upon the District's agenda for review and approval by the Board of Supervisors at its organizational meeting. Should you have any questions regarding the above, please feel free to contact me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dennis E. Lyles". The signature is fluid and cursive, with the first name "Dennis" being the most prominent.

DENNIS E. LYLES
For the Firm



8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email juan.alvarez@alvarezeng.com

February 21, 2024

Mr. Armando Silva
District ("CDD") Manager
Century Park Square CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

Via email (Only): asilva@sdsinc.org

Reference: Proposal for Engineering Consulting Services
("Interim CDD Engineer")

Dear Mr. Silva and CDD Board of Supervisors:

It is our pleasure to submit this proposal to serve as Interim Engineer to Century Park Square Community Development District (the "District" or "CDD"). With this letter of engagement, we are offering the District the following scope of services:

1. Engineer's Report:

- Meet with representatives of the District and Developer for identifying the infrastructure to be provided by the District.
- Obtain and review records of construction contracts and develop estimates as necessary to prepare cost opinions and descriptions for each of the infrastructure components to be provided by the District.
- Review the status of permits relating to the various infrastructure components.
- Assist the District's Financial Advisor in the development of a special assessment methodology.
- Summarize our findings in an Engineer's Report to be utilized in conjunction with the levy of special assessments and the financing of the improvements.

The compensation for the services described above will be \$25,000.00 (Twenty-Five Thousand Dollars).

The compensation described above includes services up to the date of adoption, acceptance or approval of the Engineer's Report by the CDD Board of Supervisors.

2. Other Services

Other Services will be billed by Alvarez Engineers to the CDD Board on an hourly basis according to the hourly rates listed in Schedule A:

Other Services include: amendments to the adopted or accepted Engineer's Report; preparation, travel and attendance to meetings; review of bond validation documents prepared by others; attendance to the Bond Validation hearing and any other service not described above but requested



8935 NW 35 Lane, Suite 101 Doral, FL 33172

Tel (305) 640-1345

Email juan.alvarez@alvarezeng.com

by the Board of Supervisors, the CDD Manager, Legal Counsel, or other authority through Bond Validation. Compensation for Other Services, based on the hourly rates described above, will not exceed \$10,000.00 through Bond Validation.

The total compensation for the Engineer's Report and Other Services through bond validation will not exceed \$35,000.00.

Invoices will be prepared by Alvarez Engineers at the completion of the Engineer's Report and monthly for Other Services. It is our understanding that invoices are due and payable by the District thirty days after the invoice is submitted.

Please acknowledge acceptance of this agreement by signing below. We look forward to working with the District on this project.

For the District
Date:

DocuSigned by:

01E21FBBCEDD4E0...

Juan R. Alvarez, PE
President, Alvarez Engineers, Inc.



8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email juan.alvarez@alvarezeng.com

Schedule A

Schedule "A"

Alvarez Engineers, Inc.

2024 Hourly Personnel Billing Rates

Principal	\$225.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
Project Manager	\$200.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
Engineer 2	\$160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
Engineer 1	\$140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
Electrical Engineer	\$135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
Engineer Intern	\$130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
Senior Designer	\$110.00 / Hour
15+ years of design experience, non-registered	
CADD/Computer Technician	\$100.00 / Hour
Design and Drafting with 1+ years of experience	
Senior Engineering Technician	\$ 95.00 / Hour
5+ years of experience	
Engineering Technician	\$ 90.00 / Hour
Entry level with 0-4 years of experience	
Senior Administrative	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
Administrative	\$ 70.00 / Hour
Secretary / Clerical	

*Billing Rates are subject to change on the anniversary of this agreement

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
(Miami-Dade County, Florida)**

District Engineer RFQ Proposal Packet

A) Deadline for Submittal

Proposal Due Date: On or before 3:00 p.m. on Thursday, August 1, 2024. Interested firms must submit five (5) hard copies and also send proposal via electronic PDF format.

B) Century Park Square Community Development District - Background

The **Century Park Square Community Development District** (the “District”) is a community development district created by Ordinance No. 24-49 by the Miami-Dade County Board of County Commissioners, effective May 28, 2024. The District encompasses approximately 28.45 gross acres of land in the City of Florida City within Miami-Dade County (see **Exhibit “A”** attached hereto). The plan of development is for 306 townhome units. The general location of the boundaries of the District can be described as follows: bounded by theoretical SW 189 Avenue on the east, theoretical SW 346 Lane on the south, SW 192 Avenue (Tower Road/S.R. 9336) on the west, and theoretical SW 342 Street (Theo. NW 2 Street) on the north.

A five-person Board of Supervisors (the “Board”) governs the District. Board members are currently elected by the landowner(s) on a one vote per acre/lot basis during landowners’ meetings for two and four-year terms of office. The Board is scheduled to meet on certain designated Tuesdays of certain months at 11:15 a.m. in the offices of Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134. The District has the power to borrow money, issue bonds, construct, maintain and manage public improvements; and levy taxes and/or special assessments.

C) Purpose of Request

The District is soliciting proposals in accordance with section 287.055, *Florida Statutes*, the Consultants’ Competitive Negotiation Act (“CCNA”) from qualified engineering firms to serve as the Engineer for the District (the “District Engineer”) pursuant to the requirements of Chapter 190, *Florida Statutes*. Any qualified Firm interested in providing services must submit a qualification package pursuant to the CNNA and the terms and conditions set forth herein and in the hereinafter referenced Proposal Packet.

The Board has authorized the Request for Qualifications (“RFQ”) and will appoint a Professional Engineer Selection Committee (hereinafter the “Committee”) to review the proposals and make a preference recommendation of no less than three (3) Firms to the Board (or as determined by same).

The District’s Manager will thereafter enter into negotiations with the firm chosen by the Board to provide the services requested. Assuming an agreement is successfully negotiated, the selected firm will be engaged by the District as its District Engineer.

D) Proposal Submittal Instructions

Five (5) hard copies of the proposal must be submitted to the office of Century Park Square Community Development District, District Manager, c/o Special District Services, Inc., 8785 SW 167th Avenue, Suite 200, Miami, Florida 33193, by no later than 3:00 p.m., EST, on Thursday, August 1, 2024 and be identified as “Response to Request for District Engineer Qualifications for Century Park Square CDD”. Proposal must also be delivered in electronic PDF format to the District Manager via e-mail at asilva@sdsinc.org no later than 3:00 p.m., EST. on Thursday,

August 1, 2024, and be identified as “**Response to Request for District Engineer Qualifications for Century Park Square CDD**” It is the applicant’s obligation to ensure that confirmation of timely receipt is obtained. Late proposals will not be accepted and a reply marked "TOO LATE" will be electronically sent.

Any corrections to a proposal prior to the Submittal Deadline must be submitted by the firm using the same PDF format methodology. No changes or corrections will be allowed after the Submittal Deadline.

Each applicant should carefully examine the attached Legal Advertisement of the RFQ and this Proposal Packet and make an electronic request to the District's Manager for interpretations or corrections of any ambiguity, inconsistency or error. Only electronic responses issued by the District Manager should be relied upon, and all such responses will be distributed to each Firm that receives a copy of the RFQ Proposal Packet.

Responses should be prepared simply, economically and provide straightforward and concise responses which satisfy the requirements of the RFQ. Emphasis should be placed on the completeness and clarity of the content. The District shall not be liable for any expenses incurred in the preparation or presentation of the responses.

E) **Timetable**

The District has established the following timetable for selection of its District Engineer; however, the schedule is subject to change at the sole discretion of the Board: Proposals are due by **3:00 p.m. on Thursday, August 1, 2024** and Board consideration is scheduled for Tuesday, August 13, 2024, during the Regular Board Meeting. Board Members may appoint themselves as the Committee for selecting the District Engineer or they may appoint an independent Committee. The District reserves the right to reject any or all proposals, to waive informalities and to re-advertise

F) **Proposal Content**

Responses should contain the following information and be organized generally in the same order as presented below, namely:

(1) **Transmittal Letter.** Each response should include a letter of transmittal not exceeding one (1) page which must identify an officer of the firm authorized to commit to the firm's proposal. The transmittal letter must also identify the Engineer in the firm who will serve as the firm’s primary contact if the firm is selected as the District Engineer.

(2) **Firm Qualifications.** Briefly discuss the qualifications of your firm for the subject District Engineer position. Applicants should identify the structure of their firm (i.e., corporation, partnership, etc.) and provide the names of officers, partners or principals.

(3) **Personnel.** Provide a list of the proposed personnel that will be available for District Engineer related services and brief description of their qualifications. Provide a resume for only those Engineer(s) that would likely be in charge of a District project. The Board has requested the hourly rate structure by title be included.

(4) **Standard Form No. 330.** Provide a current Standard Form No. 330 with appropriate supporting documentation as required.

(5) **Client References.** Provide between three (3) to no more than five (5) client references, with names, addresses, phone numbers and a contact person.

(6) **Insurance.** Each response should contain a statement setting forth the amount of the firm's current General Liability insurance and Professional Errors and Omissions insurance.

(7) **Business Ethics.** Disclose (i) any circumstance whereby the professional conduct of your firm or any of its engineers is currently being investigated judicially or by an administrative agency or qualification board and (ii) any prior adverse decision or settlement relating to a violation of ethical standards by your firm or one of its engineers, if any.

G) **Legal Requirements and Disclosure**

PLEASE NOTE THAT ALL RESPONSES TO THIS RFQ WILL BE A MATTER OF PUBLIC RECORD.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public works, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the District Engineer services covered herein shall apply. Lack of such knowledge by an applicant shall in no way be cause for relief from responsibility. Applicants must be aware of their need to comply with the following State laws: (i) Chapter 286, *Florida Statutes*, regarding "Government in the Sunshine" and (ii) Chapter 119, *Florida Statutes*, involving Florida's Public Records Law. The selected Firm will be prohibited from discriminating against any employee, applicant, or client because of race, creed, national origin, sex or age with regard to but not limited to employment practices, rates of pay or other compensation methods and training selection.

The District reserves the right to accept or reject any or all proposals and to select the proposal(s) which, in the opinion of the District, will be in the best interest of the District and its taxpayers. The District also reserves the right to reject the response of any applicant which has previously failed in the proper performance of services of a similar nature.

H) **Selection Criteria**

The selection criteria shall include, but is not limited to:

1. **Ability of Professional Personnel.** Consideration will be given to firms that possess a high degree of qualification in civil and hydrologic engineering. Consideration will also be given to firm's procedures for quality control, adequacy of personnel and areas of expertise.

2. **Past Performance.** Consideration will be given to the amount of work recently performed by the firm in Miami-Dade County. Consideration will also be given to firms that have previous experience with other similar taxing districts (i.e., Chapter 298 districts, community development districts and other independent special districts).

3. **Ability to Meet Time and Budget Requirements.**

4. **Location.** Consideration will be given to firms with offices within Miami-Dade County. Therefore, firms should provide the location of their Miami-Dade County office, if any, and indicate whether it is the main office, the only office, branch office, etc.

5. **Recent, Current and Projected Workloads.**
6. **Quality of Responses to the RFQ.** Consideration will be given to firms which clearly and concisely respond to this RFQ.
7. **Established Business.** Consideration will be given to the history of the firm and the number of years the firm has been doing business in Florida.

[Remainder of this page intentionally left blank]

AD FORM

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR QUALIFICATIONS
Professional Engineering Services

NOTICE IS HEREBY GIVEN in accordance with Section 287.055, *Florida Statutes*, the Consultants' Competitive Negotiation Act ("CCNA") that the Board of Supervisors (the "Board") of the Century Park Square Community Development District (the "District") is soliciting responses from qualified engineering firms ("Firm" and/or "Firms") to serve as the Engineer for the District (the "District Engineer") pursuant to the requirements of Chapter 190, *Florida Statutes*. Any qualified Firm interested in providing services must submit a qualification package pursuant to the CCNA and the terms and conditions set forth herein and in the hereinafter referenced Proposal Packet. It is the District's intent to select one (1) Professional Engineer pursuant to the provisions of the CCNA.

The services to be provided by the Professional Engineer may include, but are not necessarily limited to, Professional Engineering Services associated with any District project pursuant to applicable provisions of Chapter 189 and 190, *Florida Statutes* (the District's enabling legislation); attendance at Board meetings and various Staff meetings, as may be required in order to coordinate, consult and provide professional engineering advice on projects; preparation and provision of engineering studies, design, bidding, permitting and construction phase and inspection phase services for such construction activity as is needed in order to implement a project and the provision of assistance, review and recommendation services regarding construction payments, change orders and certifications of completions of construction activities; provision of and consultation on technical engineering standards and specifications; technical representations before and with other governmental agencies and entities and the provision of such other professional services as may be authorized by the Board.

Engineering Firms interested in submitting a proposal may contact the District Manager, Special District Services, Inc., at (786)313-3661 or e-mail: asilva@sdsinc.org between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, to request a Proposal Packet or if there are any questions regarding this matter. Firms will be evaluated based on the following criteria, weighted as outlined in the Proposal Packet: capability to perform the professional services for District Engineer, adequacy of personnel, past record, experience, and any other factors as set forth in the Proposal Packet.

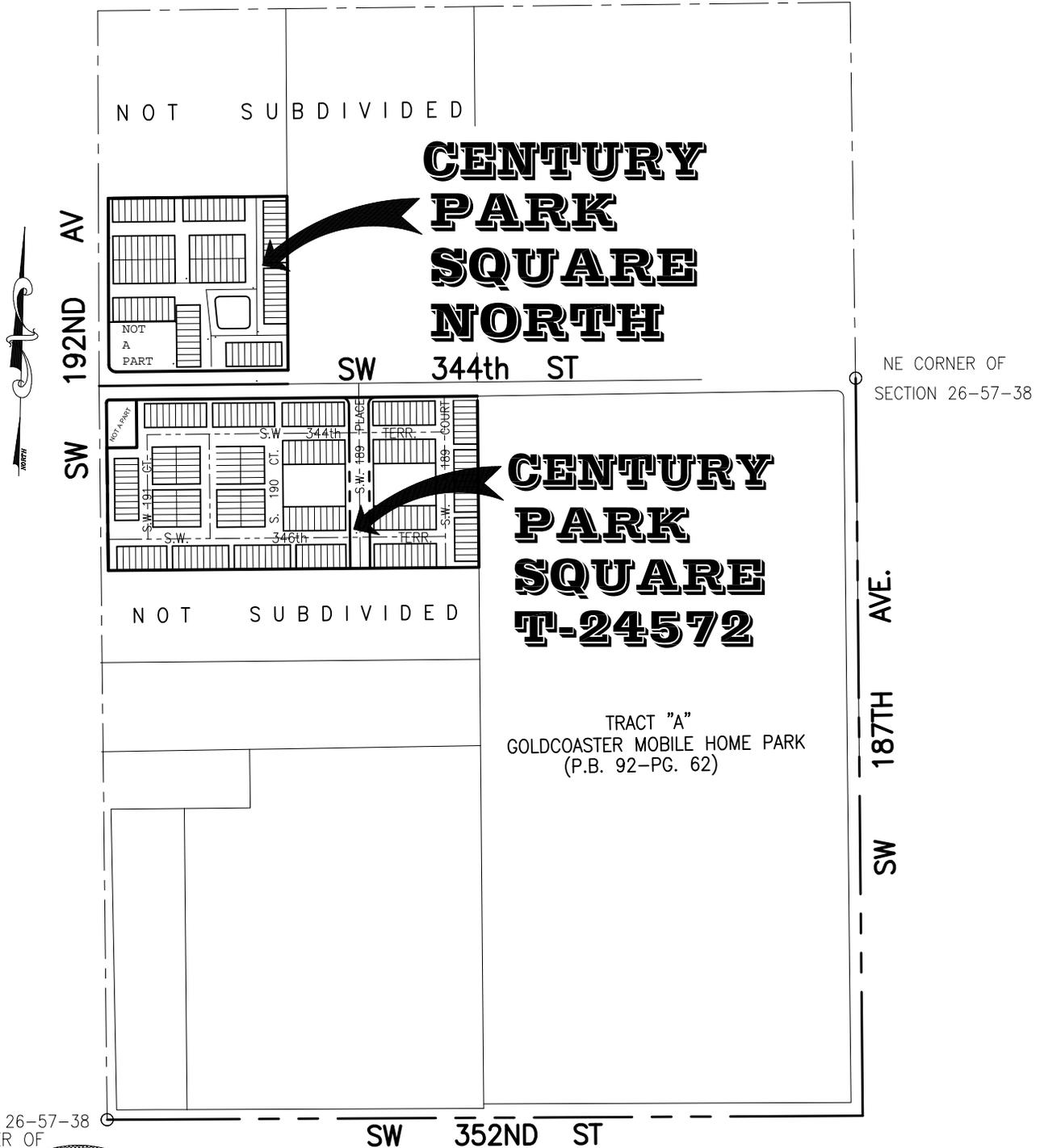
Proposals are required to be delivered to the Branch Office (Instructions in Proposal Packet): Century Park Square CDD, Attn: District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, FL 33193; and also by electronic PDF format via e-mail to asilva@sdsinc.org by no later than 3:00 p.m., EST, on August 1, 2024.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

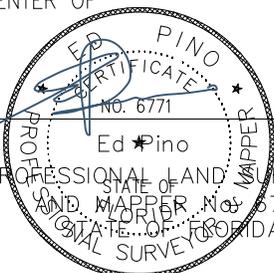
The District reserves the right to reject any or all proposals, to waive informalities and to re-advertise. There will be no fees or reimbursement paid to any Firm for responding to this RFQ.

EXHIBIT A
BOUNDARY MAP

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT DISTRICT BOUNDARIES



SECTION 26-57-38
CENTER OF



DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors



266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

LB 6683

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

May 24, 2024

Century Park Square Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: Mr. Armando Silva

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Silva:

Thank you for the opportunity to work with the Century Park Square Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

May 3, 2024

Century Park Square Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

**Re: Century Park Square Community Development District
Special Assessment Bonds**

Dear Ladies and Gentlemen:

On behalf of Squire Patton Boggs (US) LLP (“Squire Patton Boggs” or the “Firm”), I am pleased to submit this letter to you, setting forth an estimate of our legal fees and expenses to serve as Bond Counsel and Disclosure Counsel in connection with the referenced bonds to be issued in one or more series (the “Bonds”) by Century Park Square Community Development District (the “District”).

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement (“Standard Terms”). The engagement agreement is designed to address our responsibilities to each other and to outline for the District certain important matters that are best established early as we form an attorney-client relationship with the District in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that the District review this agreement carefully. By proceeding with this engagement the District will be indicating to us that it has done so. It is important that the District review and understand the terms of our relationship, such as the section on “Conflicts of Interest.”

The Firm’s services as Bond Counsel will include those customarily provided by Bond Counsel in an issue such as the Bonds, including the rendering of our legal opinion (the “Bond Opinion”), provided that the proceedings for the issuance of the Bonds have been completed to

our satisfaction. The Bond Opinion will address the legality and validity of the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes and certain tax aspects of the Bonds under the laws of the State of Florida. We will address the Bond Opinion to the District and will deliver it on the date that the District delivers the Bonds to their purchasers in exchange for their purchase price (the “Closing”).

The Firm’s service as Disclosure Counsel will include primary drafting responsibility for the forepart of the District’s preliminary and final disclosure document and any interim revisions thereto (collectively, the “Limited Offering Memoranda”). The Firm’s service as Disclosure Counsel will also include the review of certain documents and proceedings of the District to the extent that we consider reasonably necessary under the circumstances in order to assist the District in obtaining comfort in the accuracy and completeness of the Limited Offering Memoranda. This review will not rise to the level of independent verification of facts and statements contained in the Limited Offering Memoranda and will not be as extensive and detailed as a due diligence review that would be conducted by an underwriter or its counsel. Regardless, we will bring to your attention any matter that comes to the attention of the lawyers in our firm responsible for this matter that causes us to believe that the Limited Offering Memoranda will contain any untrue statement of a material fact or will omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they will be made, not misleading. At Closing, the Firm will provide a letter addressed to the District in the form customary provided by Disclosure Counsel in an issue such as the Bonds.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the proposed financing, (ii) the duties and responsibilities we will undertake in connection therewith, and (iii) the time we anticipate devoting to the financing, we estimate our combined Bond Counsel and Disclosure Counsel fee will be approximately \$80,000 for each financing. The foregoing fee may vary if material changes in the structure or schedule of the financing occur, or if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will so advise the District in order to discuss a mutually agreeable adjustment in the Bond Counsel and Disclosure Counsel fee. We will also bill the District for all client charges made or incurred in connection with our representation, such as photocopying, courier charges, transcript binding charges and other related expenses. Please note that payment of such fees and other charges is due upon Closing.

It is our understanding that the Bonds will be underwritten by FMSbonds, Inc. (the “Underwriter”). Squire Patton Boggs conducts a national practice in the area of public finance that involves the representation of issuers, investment banking firms and other parties in the issuance of governmental and private activity debt obligations. The Firm also conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or have previously represented the Underwriter or the entity selected to serve as trustee for the Bonds in matters unrelated to the District or the issuance of the Bonds. The Firm may also commence such

representations during the time it is representing the District. Considering the lack of relationship that such other matters have to the District or to the Bonds, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the District.

We appreciate the opportunity to serve as Bond Counsel and Disclosure Counsel to the District in connection with the issuance of the Bonds. Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me at 305-577-7048.

We look forward to working with you on this financing.

SQUIRE PATTON BOGGS (US) LLP

By: 
Name: Pedro H. Hernandez
Title: Partner

Accepted and approved as of the
___ day of _____, 2024:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title:

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually “Engagement Letter”). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually “Standard Terms and Conditions of Engagement” or “Standard Terms”) as well as any terms in any other document to which we both agree in writing. The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. “You” and “yours” refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

The Firm 1
 What Professionals Will Provide the Legal Services? 2
 Scope and Nature of Our Services to You 2
 Who Is and Is Not Our Client 3
 Conflicts of Interest 4
 Public Policy Practice 5
 Requesting Legal Services Activates Engagement Terms 6
 Termination of Representation 6
 How We Set Our Fees 7
 Other Charges 8
 Billing Arrangements and Payment Terms 9
 Taxes 10
 Data Protection and Privacy 10
 Client and Firm Documents 11
 ISO 27001 Certification and Data Security and Handling 11

Equality and Diversity 12
 Disclosure of Your Name 12
 Squire Patton Boggs Attorney/Client Privilege ... 12
 Severability 12
 Primacy 12
 Entire Agreement 12
 Interpretations 12
 Governing Law, Courts and Bar Associations ... 13
 In Conclusion 13

THE FIRM

“Squire Patton Boggs” is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The “Firm” means Squire Patton Boggs (US) LLP,¹ Squire Patton Boggs (UK) LLP,² Squire Patton Boggs (AU),³ or Squire Patton Boggs (MEA) LLP,⁴ and/or an affiliate listed at <https://www.squirepattonboggs.com/en/footer/legal-notices> in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity⁵ which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. “We” or “us” or “our” refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law requires reference only to the specific entity or

¹ Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.
² Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

³ Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.
⁴ Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.
⁵ Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

entities you contract with. The use of “Squire Patton Boggs” as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. This engagement agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside “contract” personnel.

SCOPE AND NATURE OF OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review

of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this engagement agreement between us. You are encouraged to consult with independent counsel on such terms.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client “confidential information”). In compliance with such rules on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential information and likewise will not disclose to you the confidential information of any other client or use that client’s confidential information against it. You agree that we may disclose this engagement agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS AND IS NOT OUR CLIENT

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, “you” refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates and we do not assume any duties with respect to them. You are our only client. Unless we state specifically in our letter, we do not represent a corporate family or other group

of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates or other related parties, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for such related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this engagement agreement governs our relationship with the related party unless and until a separate engagement agreement is agreed to between such related party and us. We are relying on you to communicate the

points in this provision to your related parties. You should know that our engagement agreements with a number of other clients have a provision similar to this one.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our

representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation

[of conflicts of interest general rule.html](#)
including Comment ¶ [2].

For explanation of “substantially related” matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_fomer_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of “material limitations” see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar

agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein “public policy” representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material ethically protected client information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict. Agreement by our other clients to an analogous waiver may protect the scope of legal services that we can provide for you.

**REQUESTING LEGAL SERVICES
ACTIVATES ENGAGEMENT TERMS**

These Standard Terms and any accompanying Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to “Who is Our Client,” “Conflicts of Interest,” “Public Policy,” and “Primacy;” (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

**TERMINATION OF
REPRESENTATION**

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as

allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm’s or any other Squire Patton Boggs entity’s continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the

Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for

any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying Engagement Letter. The billing rates of our attorneys, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside

experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US \$550
Normal	1-3 cases	US \$850
Extraordinary	>3 cases	US \$1,350
Update	Update of prior response	US \$400
No-Services	Verifying no work for client during fiscal year	US \$75

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Unless we agree specifically in writing and you advise any other law firm, professionals, or third-parties in writing that they must comply with our directions, we are not responsible for them.

**BILLING ARRANGEMENTS AND
 PAYMENT TERMS**

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not

immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them,

which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the European Union General Data Protection Regulation ("EU GDPR") or the United Kingdom General

Data Protection Regulation ("UK GDPR") , collectively "GDPR" and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our UK and EU offices ("UK/EU Privacy Notice"). These are published on the Squire Patton Boggs website at www.squirepattonboggs.com. Our UK/EU Privacy Notice describes the processing activities of our UK/EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our UK and EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our UK/EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data

to us (including, where possible, a link to the UK/EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process, but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you

ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us.

With regard to any documents containing EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data.

ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING

Squire Patton Boggs has adopted a single high quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot

practically accommodate differing individual client requirements.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on our website.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

**SQUIRE PATTON BOGGS
ATTORNEY/CLIENT PRIVILEGE**

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by an attorney-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement, including any letters expressly stated to be part of the engagement agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in

force and shall be enforced in accordance with its terms.

PRIMACY

The paramount purpose of the sections “Who is and is not our Client,” “Conflicts of Interest,” “Public Policy Practice,” and “Requesting Legal Services Activates Engagement Terms” is to maximize the freedom of other clients to be represented in any other matter by other Firm lawyers who do not personally represent you, except as explicitly provided in those sections. In the case of language addressing this paramount purpose in other contemporaneous or subsequent documents, such as a consent (waiver) letter for a particular conflict, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement.

INTERPRETATIONS

This agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not

apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

**GOVERNING LAW, COURTS AND
BAR ASSOCIATIONS**

All questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law (excluding choice of law provisions) and decided exclusively by the courts and Bar authorities of the jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office unless another jurisdiction is specified in the letter accompanying these Standard Terms. When another jurisdiction provides that its law or courts or Bar authorities will govern

notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.



U.S. Bank Trust Company, National Association

May 22nd, 2024

Century Park Square CDD
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Century Park Square Community Development District
Special Assessment/Revenue Bonds, Series 2024

This letter will confirm U.S. Bank’s fee structure for the above referenced issue:

Acceptance Fee	\$2,125.00 (One-time)
Closing Expenses	\$150.00 (Est. Florida Closing)
Annual Trustee, Paying Agent , and Registrar Fee	\$3,950.00
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees (billed in arrears)
<u>Trustee Counsel Fee</u>	<u>\$6,250.00 (Estimated)</u>
	\$12,475.00 Total

This proposal and the fees detailed herein are subject in all aspects to U.S. Bank’s review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, and are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. This would include but is not limited to document amendments and substitutions, mandatory tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, travel expense (if any outside the city), etc. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction and payment of the fees set forth herein constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly.

All fees and expenses will be paid in advance. Thank you for the opportunity to continue to provide our services to the District and the District’s professional team. Please do not hesitate to contact me at 954.938.2471 if you have any questions or if you need any additional information.

Sincerely,

Robert Hedgecock

Robert Hedgecock
Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

This instrument prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

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

**NOTICE OF ESTABLISHMENT OF THE
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**

This Notice of Establishment is recorded pursuant to the requirements of Section 190.0485, Florida Statutes. The Century Park Square Community Development District was established by virtue of Ordinance No. 24-49 of the Board of County Commissioners of Miami-Dade County, Florida, adopted May 21, 2024, and effective May 31, 2024.

The legal description of the Century Park Square Community Development District is attached hereto and incorporated by reference herein as Exhibit A.

THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

By: _____
Ginger E. Wald, District Counsel
Century Park Square Community Development District

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of June, 2024, by GINGER E. WALD as District Counsel of the Century Park Square Community Development District. She is personally known to me.

Signature of Notary Public

(SEAL)

Printed Name of Notary
Notary Public, State of Florida

Exhibit "A"

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY



DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors



266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 698-8627
WEB: ASOMIAMI.COM

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING A PUBLIC COMMENT POLICY, PROVIDING MEMBERS OF THE PUBLIC WITH A REASONABLE OPPORTUNITY TO BE HEARD AT DISTRICT BOARD MEETINGS IN ACCORDANCE WITH SECTION 286.0114, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Century Park Square Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and

WHEREAS, Chapter 2013-227, Laws of Florida, created Section 286.0114, *Florida Statutes*, requiring that the District Board of Supervisors (the “Board”) comply with the public participation requirements of the new law and providing an option for such local government boards to adopt rules or policies providing the public with the reasonable opportunity to be heard on certain matters presented or considered by the District Board; and

WHEREAS, the Board has determined that it is appropriate and proper to adopt certain rules or policies providing the public with a reasonable opportunity to be heard on certain matters presented to or considered by the District Board; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to adopt resolutions as necessary to conduct the business of the District; and

WHEREAS, the District Board finds that it is in the best interest of the District to enact a policy pertaining to public comment at District Board meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the District Board of Supervisors.

Section 2. The Board of the District hereby establishes and adopts, pursuant to Section 286.0114, *Florida Statutes*, the “Public Comment Policy,” as follows:

PUBLIC COMMENT POLICY

- A. Prior to the District Board of Supervisors (the “Board”) taking official action on a proposition or matter, members of the public shall be provided with a reasonable opportunity to be heard on such proposition or matter. The opportunity to be heard need not occur at the same meeting at which the District Board takes official action on a proposition or matter if the opportunity to be heard occurs at a meeting that is a part of the decision making process and is within a reasonable proximity in time before the Board takes the official action.
- B. This policy does not prohibit the Board from maintaining orderly conduct or proper decorum during any public meeting. The opportunity to be heard is subject to the policies adopted by the District Board, as provided herein.
- C. Members of the public shall each be limited to three (3) minutes in which to address the Board regarding a particular proposition or matter. In the discretion of the Board, a potential speaker may assign his or her three (3) minutes to extend another speaker’s time on any proposition or matter, provided that such time is not extended beyond fifteen (15) minutes. The public comment period on a particular proposition or matter shall be limited to a total of one (1) hour. Provided that the requirements of Section 286.0114, *Florida Statutes*, are satisfied, the presiding officer of the Board may extend or reduce the time periods set forth herein to facilitate the conduct of District business in an orderly and efficient manner while effectuating the intent and purpose of this policy.
- D. For meetings in which more than ten (10) members of the public (non-Board members and non-District staff) are in attendance or upon the determination of the presiding officer of the Board, individuals desiring to address the District Board on a particular proposition or matter shall sign in on a public comment sheet to be provided by the district manager of the District on which the individual shall include his or her name, address, the proposition or matter in which they wish to be heard, the individual’s position on the proposition or matter (for, against, or neutral), and if applicable, in the discretion of the Board, shall identify the representative designated to speak on his or her behalf.
- E. Additional policies governing the reasonable opportunity to be heard at a Board meeting:
 - 1. Any person desiring to address the Board by oral communication shall first secure permission of the presiding officer of the Board, and prior to proceeding with any comment shall state his or her name and address for the public record.

2. All remarks or comments shall be addressed to the Board as a body and not to any particular member thereof or to any member of District staff.
 3. No person, other than members of the Board, District staff and the individual having the floor and addressing the Board during public comment, shall be permitted to enter into any discussion, either directly or indirectly through members of the District Board.
 4. Nothing herein shall be interpreted to prohibit the presiding officer of the Board from maintaining decorum and orderly conduct during a public meeting.
- F. The requirements of this policy above do not apply to:
1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the requirements of this policy would cause and unreasonable delay in the ability of the Board to act.
 2. An official act involving no more than a ministerial act, including, but not limited to, the approval of minutes and ceremonial proclamations.
 3. A meeting that is exempt from the requirements of Section 286.011, *Florida Statutes*.
 4. A meeting during which the Board is acting in a quasi-judicial capacity. However, this exemption does not affect the right of any person to be heard as otherwise provided by law.
 5. Any other exception provided for in Section 286.0114(3), *Florida Statutes*, or as specifically provided by law.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution, including posting this Public Comment Policy on the District's website and making the same generally available to members of the public.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE POLICY OF THE DISTRICT WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of Century Park Square Community Development District (the “District”) is constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers so as to reduce the threat of personal liability to such individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members and officers of the District shall be provided the benefit of the indemnification, hold harmless, support and legal defense provisions provided in this Resolution:

- (a) All members of the Board, its officers, employees and agents, the District Manager and its employees the District Legal Counsel its Associates and employees, and the District Engineer and its employees (the “Indemnitee”)
- (b) Independent contractors except those identified in subsection (a) above, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the members of the District's Board.

Section 3. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit

seeking relief personally against any of the above-listed Indemnites for an act or omission under color of state law, custom or usage, wherein it is alleged that such officer or agent has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. §1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against its Indemnites from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the state does not through its laws protect the Indemnites from liability; it is committed to doing so to the extent described in this Resolution.

Section 4. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

Section 5. This Resolution is intended to evidence the District's support of Indemnites who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his/her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton disregard for human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

Section 6. The District agrees to pay any final judgment, including damages fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 2 of this Resolution, in any civil action or civil rights law suit described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

Section 7. Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

- (a) The actions of the Indemnitee were within the scope of his or her duties and authority; and

- (b) The acts or omissions of the Indemnitee did not constitute bad faith, malicious purpose, intentional infliction of harm, or were not done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and
- (c) The Indemnitee did not receive any financial profit or advantage to which he or she was not legally entitled; and
- (d) A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint was delivered to the District Chairperson, Vice Chairperson, District Manager, or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- (e) The Indemnitee cooperates continuously and fully with the District in the defense of the action.

Section 8. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- (a) Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- (b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 2(b) of this Resolution; and
- (c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained.
- (d) Any indemnification or defense prohibited by law.

Section 9. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- (a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- (b) Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
 - (i) Approve, in advance, any agreement for legal fees or disbursements; and
 - (ii) Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
 - (iii) Direct the defense and settle or compromise the action or claim; and

- (iv) Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the Indemnitee.

Section 10. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

Section 11. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Indemnitee.

Section 12. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions which occurred before the effective change, modification or withdrawal of this Resolution.

Section 13. This Resolution shall apply as of the date hereof for any acts or omissions that occur after the effective date hereof.

PASSED, ADOPTED AND EFFECTIVE this 7th Day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

(District Seal)

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Century Park Square Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Miami-Dade County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including wastewater systems, water supply systems, surface water management facilities, roadways, offsite improvements, sidewalks, landscaping and irrigation, entrance features, fences and gates and other improvements; and

WHEREAS, the District anticipates adopting an Engineer's Report dated June 7th, 2024 (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (the "Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors (the "Board") finds that granting to the Chairperson the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Century Park Square Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 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 PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE 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 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Century Park Square Community Development District** (the “District”) will hold Regular Meetings in the Conference Room at Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134 at 11:15 a.m. on the following dates:

**July 9, 2024
August 13, 2024
September 10, 2024**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

www.centuryparksquarecdd.org

PUBLISH: MIAMI HERALD XX/XX/24

RESOLUTION NO. 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR THE INITIAL LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Century Park Square Community Development District (the "District") was established by Ordinance No. 24-49 of the Board of County Commissioners of Miami-Dade, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as outlined in Chapter 190, Section 190.006, *Florida Statutes*, within ninety (90) days following the effective date of establishment, the District shall hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors; and

WHEREAS, at such meeting, each landowner shall be entitled to cast one (1) vote per acres (or fraction thereof) of land owned and located within the District for each person to be elected; and

WHEREAS, the two (2) candidates receiving the highest number of votes shall each serve for four (4) year terms and the three (3) candidates receiving the next largest number of votes shall each serve for two (2) year terms; and

WHEREAS, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

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

Section 1. The above recitals are hereby adopted.

Section 2. The Landowners' Meeting will be held on August 13, 2024 at 11:15 a.m. in the Conference Room located at Century Homebuilders Group, LLC, 1805 Ponce de Leon Boulevard, Unit #100 Coral Gables, Florida 33134.

Section 3. A Notice of Landowners' Meeting shall be published as prescribed by law.

PASSED AND ADOPTED THIS 7th day of June, 2024.

ATTEST:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Century Park Square Community Development District (the “District”) was recently established by Ordinance No. 24-49 approved by the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida, effective May 31, 2024; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (the “Board”) of the District the proposed operating fund budget for Fiscal Year 2023/2024; and

WHEREAS, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

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

1. The operating fund budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: 12:30 p.m.

LOCATION: Century Homebuilders Group, LLC
1805 Ponce de Leon Boulevard, Unit #100 Meeting Room
Coral Gables, Florida 33134

3. The District Manager is hereby directed to submit a copy of the proposed budget to the Miami-Dade County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the Miami-Dade County for posting on their website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2023/2024 Budget

EXHIBIT A

Century Park Square
Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
June 7, 2024 - September 30, 2024**

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PROPOSED BUDGET
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
APRIL 7, 2024 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	32,100
Debt Assessments	0
Interest Income	0
TOTAL REVENUES	\$ 32,100
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	6,000
Legal	10,000
Assessment Roll	0
Audit Fees	0
Arbitrage Rebate Fee	0
Insurance	5,000
Legal Advertisements	5,000
Miscellaneous	1,500
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Trustee Fees	0
Website Management & ADA Compliance	625
Continuing Disclosure Fee	0
Total Administrative Expenditures	\$ 30,100
Maintenance Expenditures	
Engineering/Inspections	2,000
Field Operations	0
Miscellaneous Maintenance	0
Total Maintenance Expenditures	\$ 2,000
TOTAL EXPENDITURES	\$ 32,100
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
APRIL 7, 2024 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	0	0	32,100	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
TOTAL REVENUES	\$ -	\$ -	\$ 32,100	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	0	0	6,000	\$2,000 X 3 Months
Legal	0	0	10,000	
Assessment Roll	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	0	0	Will Commence In Fiscal Year 2024/2025 (For 2023/2024 Audit)
Arbitrage Rebate Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	0	5,000	
Legal Advertisements	0	0	5,000	
Miscellaneous	0	0	1,500	
Postage	0	0	300	
Office Supplies	0	0	1,500	
Dues & Subscriptions	0	0	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Website Management & ADA Compliance	0	0	625	\$208.33 X 3 Months
Continuing Disclosure Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Total Administrative Expenditures	\$ -	\$ -	\$ 30,100	
Maintenance Expenditures				
Engineering/Inspections	0	0	2,000	Engineers Report To Be Included In Bond Cost Of Issuance
Field Operations	0	0	0	
Miscellaneous Maintenance	0	0	0	
Total Maintenance Expenditures	\$ -	\$ -	\$ 2,000	
TOTAL EXPENDITURES	\$ -	\$ -	\$ 32,100	
REVENUES LESS EXPENDITURES	\$ -	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ -	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ -	\$ -	\$ -	

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Century Park Square Community Development District (the “District”) was recently established by Ordinance No. 24-49 approved by the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida, effective May 31, 2024; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (the “Board”) of the District the proposed operating fund budget for Fiscal Year 2024/2025; and

WHEREAS, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

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

1. The operating fund budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: 12:30 p.m.

LOCATION: Century Homebuilders Group, LLC
1805 Ponce de Leon Boulevard, Unit #100 Meeting Room
Coral Gables, Florida 33134

3. The District Manager is hereby directed to submit a copy of the proposed budget to the Miami-Dade County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the Miami-Dade County for posting on their website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2023/2024 Budget

EXHIBIT A

Century Park Square
Community Development District

**Proposed Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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PROPOSED BUDGET
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	107,125
Debt Assessments	0
Interest Income	0
TOTAL REVENUES	\$ 107,125
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	24,000
Legal	25,000
Assessment Roll	6,000
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	25,000
Miscellaneous	2,500
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Trustee Fees	4,000
Website Management & ADA Compliance	2,500
Dissemination Services	2,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 105,125
Maintenance Expenditures	
Engineering/Inspections	2,000
Field Operations	0
Miscellaneous Maintenance	0
Total Maintenance Expenditures	\$ 2,000
TOTAL EXPENDITURES	\$ 107,125
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	0	32,100	107,125	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
TOTAL REVENUES	\$ -	\$ 32,100	\$ 107,125	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	0	6,000	24,000	\$2,000 X 12 Months
Legal	0	10,000	25,000	
Assessment Roll	0	0	6,000	Will Commence In Fiscal Year Of Bond Issue
Audit Fees	0	0	4,000	Will Commence In Fiscal Year 2024/2025 (For 2023/2024 Audit)
Arbitrage Rebate Fee	0	0	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	5,000	6,000	
Legal Advertisements	0	5,000	25,000	Costs Will Be Higher Due To Closing Of Miami Business Review
Miscellaneous	0	1,500	2,500	
Postage	0	300	300	
Office Supplies	0	1,500	1,500	
Dues & Subscriptions	0	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	4,000	Will Commence In Fiscal Year Following Issuing Of Bond
Website Management & ADA Compliance	0	625	2,500	\$208.33 X 12 Months
Dissemination Services	0	0	2,500	Required By Underwriter
Continuing Disclosure Fee	0	0	1,000	Will Commence In Fiscal Year Following Issuing Of Bond
Total Administrative Expenditures	\$ -	\$ 30,100	\$ 105,125	
Maintenance Expenditures				
Engineering/Inspections	0	2,000	2,000	Engineers Report To Be Included In Bond Cost Of Issuance
Field Operations	0	0	0	
Miscellaneous Maintenance	0	0	0	
Total Maintenance Expenditures	\$ -	\$ 2,000	\$ 2,000	
TOTAL EXPENDITURES	\$ -	\$ 32,100	\$ 107,125	
REVENUES LESS EXPENDITURES	\$ -	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ -	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ -	\$ -	\$ -	

DEVELOPER'S FUNDING AGREEMENT
(Fiscal Year 2023-2024)

This Agreement is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

CENTURY HOMEBUILDERS GROUP, LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134, and its successors and assigns (all referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer owns or controls all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors (the "Board") as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The funds shall be Squared in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and reSquarement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

Attest:

**CENTURY PARK
SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

STATE OF **FLORIDA**
COUNTY OF **MIAMI-DADE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors for **CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF **FLORIDA**
COUNTY OF **MIAMI-DADE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

**CENTURY HOMEBUILDERS GROUP,
LLC, a Florida Limited Liability Company**

Witnesses:

Signature

Print Name

Signature

Print Name

(CORPORATE SEAL)

By: _____

Print Name: _____

Title: _____

_____ day of _____, 2024.

STATE OF **FLORIDA** }
COUNTY OF **MIAMI-DADE** }

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of **CENTURY HOMEBUILDERS GROUP, LLC**. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public Signature

Print Name

Commission Expires:

Exhibit "A" – Budget
(Fiscal Year 2023/2024)

DEVELOPER'S FUNDING AGREEMENT
(Fiscal Year 2024-2025)

This Agreement is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

CENTURY HOMEBUILDERS GROUP, LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134, and its successors and assigns (all referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer owns or controls all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors (the "Board") as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The funds shall be Squared in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and reSquarement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**CENTURY PARK
SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

STATE OF **FLORIDA**
COUNTY OF **MIAMI-DADE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors for **CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF **FLORIDA**
COUNTY OF **MIAMI-DADE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

**CENTURY HOMEBUILDERS GROUP,
LLC, a Florida Limited Liability Company**

Witnesses:

Signature

Print Name

Signature

Print Name

(CORPORATE SEAL)

By: _____

Print Name: _____

Title: _____

_____ day of _____, 2024.

STATE OF **FLORIDA** }
COUNTY OF **MIAMI-DADE** }

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of **CENTURY HOMEBUILDERS GROUP, LLC**. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public Signature

Print Name

Commission Expires:

Exhibit "A" – Budget
(Fiscal Year 2024/2025)

RESOLUTION NO. 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY, PURSUANT TO CHAPTER 280, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Century Park Square Community Development District (the "District") to establish accounts with qualified depositories for the purpose of the deposits and subsequent expenditure of public funds of the District; and

WHEREAS, the Board of Supervisors of the District has selected South State Bank, to serve as the depository of public funds for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. That the District Manager is hereby authorized to establish an account(s) with South State Bank, located at 10891 North Military Trail, Palm Beach Gardens, Florida 33410, to serve as depository of public funds for the District's General Fund Operating Account, pursuant to public law and regulations under Section 280.17, *Florida Statutes*.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Century Park Square Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Armando Silva and _____ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

Section 3. When necessary to write checks, the signatures of two (2) of the six (6) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

PASSED, ADOPTED and becomes EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board” of the Century Park Square Community Development District, hereinafter referred to as the “District” is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*, and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

Section 1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- b. Securities and Exchange Commission registered money market funds with the highest quality rating from a nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d. Direct obligations of the U.S. Treasury.

Section 2. Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Emergency Management Act, Chapter 252, *Florida Statutes*, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Century Park Square Community Development District (the “District”) hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

Section 1. The above recitals are hereby adopted.

Section 2. That execution of the attached Statewide Mutual Aid Agreement is hereby authorized and the Agreement is hereby approved.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT,**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

Century Park Square

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Century Place Square Community Development District

Mailing Address: c/o Special District Services, Inc.

2501A Burns Road, Palm Beach Gardens, FL 33410

Authorized Representative Contact Information

Primary Authorized Representative

Name: Todd Wodraska

Title: District Manager

Address: 2501A Burns Road, Palm Beach Gardens, FL 33410

Day Phone: (561) 630-4922 Night Phone: _____

Facsimile: (561) 630-4923 Email: twodraska@sdsinc.org

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by Century Park Square Community Development District that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

Century Park Square Community Development District on June 7, 2024.

BY: _____

TITLE: _____

DATE: _____



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

Requestor Information

Req. Party:	<input type="text"/>	Assisting Party:	<input type="text"/>
Event:	<input type="text"/>	New/Amended:	<input type="text"/>
Mission #:	<input type="text"/>	Mission Type:	<input type="text"/>
Point of Contact			
Name:	<input type="text"/>	E-Mail Address:	<input type="text"/>
Phone Number:	<input type="text"/>	Other:	<input type="text"/>
Deployment Dates (including travel dates)			
Date Needed:	<input type="text"/>	Date Released:	<input type="text"/>
Deployment		Facility Name:	<input type="text"/>
Location:	<input type="text"/>	Zip Code:	<input type="text"/>
City:	<input type="text"/>		

Mission Information

Mission Description:

Resource Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns:

If **YES**, please elaborate below

Comments:

Deployment Logistics

Is Lodging Available?

If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided?

If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided?

If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

Assisting Party Information

Assisting Party	<input type="text"/>	Requesting Party:	<input type="text"/>
Event:	<input type="text"/>	New/Amended:	<input type="text"/>
Mission #:	<input type="text"/>	Mission Type:	<input type="text"/>
Point of Contact			
Name:	<input type="text"/>	E-Mail Address:	<input type="text"/>
Phone Number:	<input type="text"/>	Other:	<input type="text"/>
Deployment Dates (including travel dates)			
Date available:	<input type="text"/>	Return Date:	<input type="text"/>
Deployment Location:	<input type="text"/>	Facility Name:	<input type="text"/>
City:	<input type="text"/>	Zip Code:	<input type="text"/>

Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs:

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

Meals	\$	-
Lodging	\$	-
Vehicle	\$	-
Total Travel	\$	-

Equipment:

Commodities:

Other (Explain in comments):

Total estimated cost for mission:

Other Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
<i>EXAMPLE: Hotel</i>	\$ 150.00	1	14	\$ 2,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Estimated Lodging: \$ -

Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
<i>EXAMPLE: Economy Rental</i>			\$ 35.00	16	\$ 200.00	\$ 760.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Total Vehicle Estimate: \$ -

Total Estimated Travel: \$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
<i>EXAMPLE: Sleeping Bag</i>	\$ 35.00	1	<i>bedding at base camp</i>	\$ 35.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Commodities Estimate: \$ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
<i>EXAMPLE: Laundry Services</i>	<i>Service not provided at base camp</i>	\$ 25.00

Total Other Costs Estimate: \$ -

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$	8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$	8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$	8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$	9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$	9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$	10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$	12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$	13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$	13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$	14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$	52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$	61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$	109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$	136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$	352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$	400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$	624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$	1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$	32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$	33.06
8126	Swamp Buggy	Conquest		360		hour	\$	41.35
8130	Boat, Row			0	Heavy duty.	hour	\$	1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$	12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$	16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$	235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$	290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$	355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$	359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$	47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$	70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$	90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$	215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$	302.01
8145	Jet Ski	3-seater				hour	\$	27.70
8146	Jet Ski					hour	\$	8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$	1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$	65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$	1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$	30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$	6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$	23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$	25.28
8157	Sweeper, Pavement			to 110		hour	\$	78.79
8158	Sweeper, Pavement			to 230		hour	\$	102.03
8180	Bus			to 150		hour	\$	21.60
8181	Bus			to 210		hour	\$	25.82
8182	Bus			to 300		hour	\$	39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$	15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$	18.83
8184	Back-Pack Blower			to 4.4		hour	\$	1.53
8185	Walk-Behind Blower			13		hour	\$	6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$	1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$	2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$	2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor, Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$	285.56
8563	The Vmmas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$	260.00
8564	The Vmmas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$	35.84
8620	Tub Grinder			to 440		hour	\$	98.30
8621	Tub Grinder			to 630		hour	\$	148.62
8622	Tub Grinder			to 760		hour	\$	189.56
8623	Tub Grinder			to 1000		hour	\$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$	33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$	265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$	95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$	15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$	35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$	2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$	3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$	1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$	13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$	40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$	109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$	140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$	119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$	79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$	84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$	121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$	146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	\$	96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	\$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	\$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	\$	10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$	20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$	14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$	6.44

Century Park Square Community Development District

Engineer's Report
Infrastructure Improvements

Prepared for
Century Park Square Community Development District
Board of Supervisors
Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.

8935 NW 35 Lane, Suite 101
Doral, FL 33172
Telephone 305-640-1345

E-Mail Address: Info@Alvarezeng.com

1st DRAFT
June 7, 2024

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I. Introduction.

The Century Park Square Community Development District (herein referred to as the “District,” or “CDD”) was established by the enactment of Miami-Dade County Ordinance No. [REDACTED] on May 21, 2024. Such ordinance became effective ten days later on May 31, 2024.

The District consists of a 28.45-acre, two-phase subdivision lying partially within unincorporated Miami-Dade County and partially within the limits of the City of Florida City (the “City”), in an area bounded by Theoretical SW 189 Avenue on the east, Theoretical SW 346 Lane on the south, SW 192 Avenue (Tower Road/S.R. 9336) on the west, and Theoretical SW 342 Street (Theo. NW 2 Street) on the north (Refer to Exhibit 1). The District will partially finance the public infrastructure that supports the two-phase development known as Century Park Square (“Phase 1”) and Century Park Square North (“Phase 2”) (together, the “Development”). The developers of the Development will be Century Park Square, LLC for Phase 1, and Century Park Square North, LLC for Phase 2 (together, the “Developers”).

The Development consist of the construction of 306 residential townhomes (200 in Phase 1 and 106 in Phase 2) with associated offsite and onsite roadway improvements, stormwater drainage systems, potable water distribution systems, and sanitary sewer collection systems (Refer to Exhibits 1, 2 and 3). The public roads, drainage, water, and sewer systems constitute the improvements to be partially financed by the District (referred herein as the “Public Infrastructure”) and are estimated to cost approximately \$9.428 million (\$6.502 in Phase 1 and \$2.926 in Phase 2).

Phase 1 is in unincorporated Miami-Dade County and is wholly contained within the 19.53-acre Tentative Plat of Century Park Square (T-24572). Phase 1 comprises 200 townhome lots and five tracts designated for onsite roads, vehicular parking, utilities, playground, community park, and a dog park.

Phase 2 is in the City of Florida City and is wholly contained within the 8.92-acre Tentative Plat of Century Park Square North (T-24932). Phase 2 comprises 106 townhome lots and three tracts designated for onsite roads, vehicular parking, utilities, playground, and a dog park.

II. Purpose of this Engineer’s Report.

The District will partially finance the acquisition or construction of the Public Infrastructure that supports the Development. This Engineer’s Report (the “Report”) was prepared for the purpose of describing the intended future ownership of the land within the District, the easements to be granted to the CDD, and to report the estimated construction costs of the Public Infrastructure, the status of permits, and the schedule of construction.

III. Composition of the District Land and Future Land Ownership and Easements.

Upon recordation of the final plats for Phases 1 and 2 in the official records of the County, the 28.45-acre District lands will officially be subdivided with ownership and CDD drainage easements as shown in Tables 1 and 2 below.

Table 1 – PHASE 1. CENTURY PARK SQUARE. Land Uses and Future Tracts Ownership and CDD Drainage Easements							
Tract IDs Refer to Phase 1 T- Plat 24572	Use	Future Ownership of Land and Easements with Acreages					
		CDD	CDD Easement	HOA	County	City	Private
Tract A	Onsite Roads, Drainage, Public Parking, Utilities, Landscaping, Irrigation.	X					
Tract B	Playground		X	X			
Tract C	Community Park		X	X			

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Table 1 – PHASE 1. CENTURY PARK SQUARE. Land Uses and Future Tracts Ownership and CDD Drainage Easements							
Tract IDs Refer to Phase 1 T-Plat 24572	Use	Future Ownership of Land and Easements with Acreages					
		CDD	CDD Easement	HOA	County	City	Private
Tract D	Dog Park		X	X			
Tract E	Onsite Roads, Drainage, Public Parking, Utilities, Landscaping, Irrigation.	X					
SW 192 Ave	35 Ft-wide Road Right of Way Dedication to County				X		
SW 189 PL	70 Ft-wide New County Road Right of Way				X		
SW 344 St	50 Ft-wide Road Right of Way Dedication to County				X		
Residential Lots	200 Townhomes						X

Table 2 – PHASE 2. CENTURY PARK SQUARE NORTH. Land Uses and Future Tracts Ownership and CDD Drainage Easements							
Tract IDs Refer to Phase 2 T-Plat 24932	Use	Future Ownership of Land and Easements with Acreages					
		CDD	CDD Easement	HOA	County	City	Private
Tract A	Onsite Roads, Drainage, Public Parking, Utilities, Landscaping, Irrigation.	X					
Tract B	Playground		X	X			
Tract C	Dog Park		X	X			
Residential Lots	106 Townhomes						X

IV. Description of the Public Infrastructure.

The Public Infrastructure, as described in this Report, and on Paving, Drainage, Water and Sewer plans for the Development, as prepared by American Services of Miami, Corp., consists of public roadways, stormwater management, drainage, water, and sanitary sewer improvements that will give service and access to the Development located inside the District's boundary. The proposed Public Infrastructure, as outlined herein, is necessary for the functional development of the District and provides a direct and special benefit to the assessable lands within the District. All CDD improvements will be constructed on land owned by the District or other units of local government, or by way of a perpetual easement.

a. Roadway Improvements.

Phase 1 – Century Park Square. The CDD roadway improvements within Phase 1 consist of offsite improvements to SW 192 Avenue and SW 344 Street and onsite improvements on Tracts A and E of the Tentative Plat of Century Park Square and in the right of way of SW 189 Place. The improvements to SW 192 Avenue consist of widening the existing road to construct a 12-foot-wide northbound turn lane onto SW 344 Street, a 5-foot paved shoulder, a 5-foot unpaved shoulder, a grassed swale, a 6-foot sidewalk and milling and resurfacing the existing 24-foot-wide road. The improvements to SW 344 Street consist of constructing an additional 11-foot-wide lane, a 5-foot paved shoulder, a 5-foot unpaved shoulder, grassed swales, and a 12-foot-wide paved shared-use path. The onsite improvements on Tracts A and E consist of 5-foot sidewalks on both

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sides of the roads, public parking spaces, 8-foot grassed swales, 2-foot modified valley gutters to drain to the center of the roads, and two inverted crown travel lanes 10-foot-wide each. The improvements to SW 189 Place consist of the construction of new 8-foot-wide sidewalks on each side, 8.5-foot grassed swales, 2-foot curb and gutters, and two 16.5-foot-wide paved travel lanes.

Phase 2 – Century Park Square North. The CDD roadway improvements within Phase 2 consist of offsite improvements to SW 192 Avenue and SW 344 Street and onsite improvements on Tract A of the Tentative Plat of Century Park Square North. The improvements to SW 192 Avenue consist of widening the existing road to construct a 12-foot-wide northbound turn lane onto the entrances to the Development, a 5-foot paved shoulder, a 5-foot unpaved shoulder, a grassed swale, a 6-foot sidewalk and milling and resurfacing the existing 24-foot-wide road. The improvements to SW 344 Street consist of constructing a new 5-foot paved shoulder, a 5-foot unpaved shoulder, and an 11-foot grassed swale. The onsite improvements on Tract A consist of 5-foot sidewalks on both sides of the roads, public parking spaces, 8-foot grassed swales, 2-foot modified valley gutters to drain to the center of the roads, and two inverted crown travel lanes 10-foot-wide each. The entrance to Phase 2 from SW 344 Street consists of 5-foot sidewalks on each side, 16-foot-wide entrance and exit lanes, valley gutters and a 14-foot raised median.

The Miami-Dade County Road Mobility Impact Fees for 200 Townhomes in Phase 1 and 106 Townhomes in Phase 2 are included in the estimated cost of the CDD roadway improvements. The unit road mobility fees for the residential units were taken from the Miami-Dade Impact Fees Rate Schedule for Context Zone 4 for Single-Family Attached.

(<https://www.miamidade.gov/zoning/library/fees/impact-fee-rates.pdf>).

The Developers intend to advance the funds to pay for the impact fees on behalf of the District.

b. Stormwater Management and Drainage Facilities.

The District will fund the construction of the drainage components in Phases 1 and 2 of the Development. The improvements consist of inlets, baffles, pipes, manholes, French Drains, and appurtenances that provide flood protection to the Development and neighbors.

The District will not finance the cost of any earthwork that involves the transportation to, or the spreading or grading on, the private lots.

c. Water Distribution and Sewer Collection Systems.

The cost of constructing the water and sewer systems in Phases 1 and 2 is included in the Public Infrastructure. The systems extend from the point of connection with City and County facilities to the property lines of the residential lots.

The Connection Charges for water and sewer are included in the estimated costs of these Public Infrastructure improvements. The Developer intends to advance the funds to pay for the connection charges on behalf of the District.

d. Property to be Transferred, and Easements to be Granted, to the CDD.

Phase 1. As indicated in Table 1 above, the developer of Phase 1, Century Park Square, LLC, intends to convey in fee simple and at no cost to the CDD, Tracts A and E of the Tentative Plat of Century Park Square for constructing and accessing the Public Infrastructure. Century Park Square, LLC intends to grant the CDD at no cost easements over the playground and community and dog parks for constructing and accessing the drainage system in those tracts.

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Phase 2. As indicated in Table 2 above, the developer of Phase 2, Century Park Square North, LLC, intends to convey in fee simple and at no cost to the CDD, Tract A of the Tentative Plat of Century Park Square North for constructing and accessing the Public Infrastructure. Century Park Square North, LLC intends to grant the CDD at no cost easements over the playground and dog park for constructing and accessing the drainage system in those tracts.

V. Ownership and Maintenance.

The District will partially finance the acquisition and/or construction of the Public Infrastructure. It will then transfer certain of the improvements to the following agencies for ownership and maintenance:

Table 3		
Description	Future Ownership	Future Maintenance
Onsite Roads, Phase 1, on Tracts A and E	CDD	CDD
Onsite Roads, Phase 2, on Tract A	CDD	CDD
Onsite Drainage, Phase 1 on Tracts A, B, C, D and E	CDD	CDD
Onsite Drainage, Phase 2 on Tracts A, B and C	CDD	CDD
Water and Sewer, Phase 1	County	County
Water and Sewer, Phase 2	County	County
SW 189 Place, Roadway, Drainage	City	City
SW 192 Avenue, Roadway, Drainage	County	County
SW 344 Street, Roadway, Drainage	County	County
Landscaping, Irrigation Phases 1 and 2	HOA	HOA
Street Lighting Phases 1 and 2	Local Utility Company	Local Utility Company

VI. Permitting Status.

Table 4 reflects the permitting status of the Development as of the date of this Report.

Table 4				
Permit	Agency	In Process	Approved	Date/Anticipated
Petition to Create CDD	County		X	May 31, 2024
Phase 1 T-Plat	County		X	January 26, 2024
Phase 1 County DERM Paving and Drainage	County		X	July 28, 2023
Phase 1 County DERM Water Control	County		X	August 4, 2023
Phase 1 County Highway Division	County		X	July 26, 2023
Phase 1 County DERM Trees and Forrest	County		X	July 26, 2023
Phase 1 County Public Works Storm Drainage	County		X	July 27, 2023
Phase 1 County Public Works Signs & Markings	County		X	July 16, 2023
Phase 1 Water County Fire	County		X	September 12, 2023
Phase 1 Water Supply County Dept. of Health	County		X	October 13, 2023
Phase 1 Water County Water & Sewer Dept.	County		X	September 12, 2023
Phase 1 Water County Water Mains	County		X	September 19, 2023
Phase 1 Sewer County Water & Sewer Dept.	County	X		TBD

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Permit	Agency	In Process	Approved	Date/Anticipated
Phase 2 T-Plat	County		X	May 11, 2023
Phase 2 County DERM Paving and Drainage	County	X		TBD
Phase 2 County DERM Water Control	County	X		TBD
Phase 2 County Highway Division	County	X		TBD
Phase 2 County DERM Trees and Forrest	County	X		TBD
Phase 2 County Public Works Storm Drainage	County	X		TBD
Phase 2 County Public Works Signs & Markings	County	X		TBD
Phase 2 Water County Fire	County	X		TBD
Phase 2 Water Supply County Dept. of Health	County	X		TBD
Phase 2 Water County Water & Sewer Dept.	County	X		TBD
Phase 2 Water County Water Mains	County	X		TBD
Phase 2 Sewer County Water & Sewer Dept.	County	X		TBD

VII. Schedule of Construction.

Table 5 reflects the intended schedule of construction of the Development as of the date of this Engineer’s Report.

Phase	Development Name	Roads, Drainage, Water, Sewer		Paving	
		Start	End	Start	End
Phase 1	Century Park Square	Q4-2023	Q4-2024	Q2-2024	Q1-2025
Phase 2	Century Park Square North	TBD	TBD	TBD	TBD

VIII. Estimate of Public Infrastructure Costs.

Infrastructure Component ⁽¹⁾	Phase 1 – Century Park Square (\$)	Phase 2 – Century Park Square North (\$)	Total (\$)
Roadway Improvements ⁽²⁾	2,909,000	1,389,000	4,298,000
Stormwater Mgmt. and Drainage	879,000	370,000	1,249,000
Water Distribution System ⁽³⁾	1,193,000	507,000	1,700,000
Sanitary Collection System ⁽⁴⁾	1,521,000	660,000	2,181,000
Total	6,502,000	2,926,000	9,428,000

- ⁽¹⁾ Rounded Up to Nearest \$1,000.
- ⁽²⁾ Includes County Mobility Impact Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.
- ⁽³⁾ Includes Water connection Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.
- ⁽⁴⁾ Includes Sewer connection Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.

Details of the estimates of costs may be found in the cost tables in the Appendix.

IX. Engineer’s Certification.

It is our opinion that the proposed improvements constituting the Public Infrastructure and their estimated costs are fair and reasonable, and that the landowners and residents living within the District will receive a direct and special benefit equal to or greater than the cost of such improvements, and that the general

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public will also receive incidental benefits. We believe that the improvements comprising the Public Infrastructure can be permitted, constructed, and installed at the costs described in this Report. The District will pay the actual cost or fair market value of the Public Infrastructure, whichever is less.

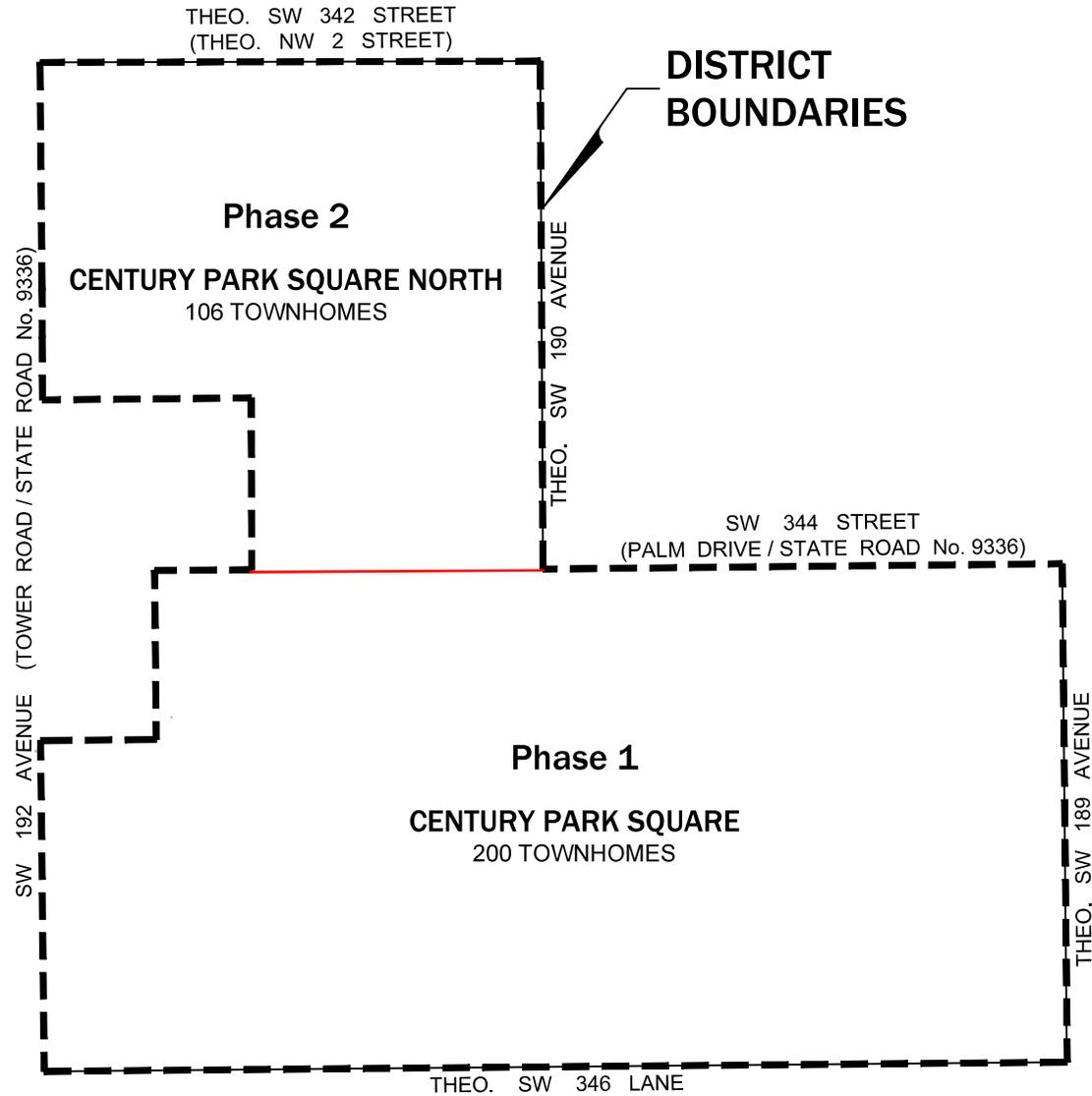
I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Century Park Square Community Development District.

Juan R. Alvarez, PE
Florida Registration No. 38522
Alvarez Engineers, Inc.
June 7, 2024

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APPENDIX

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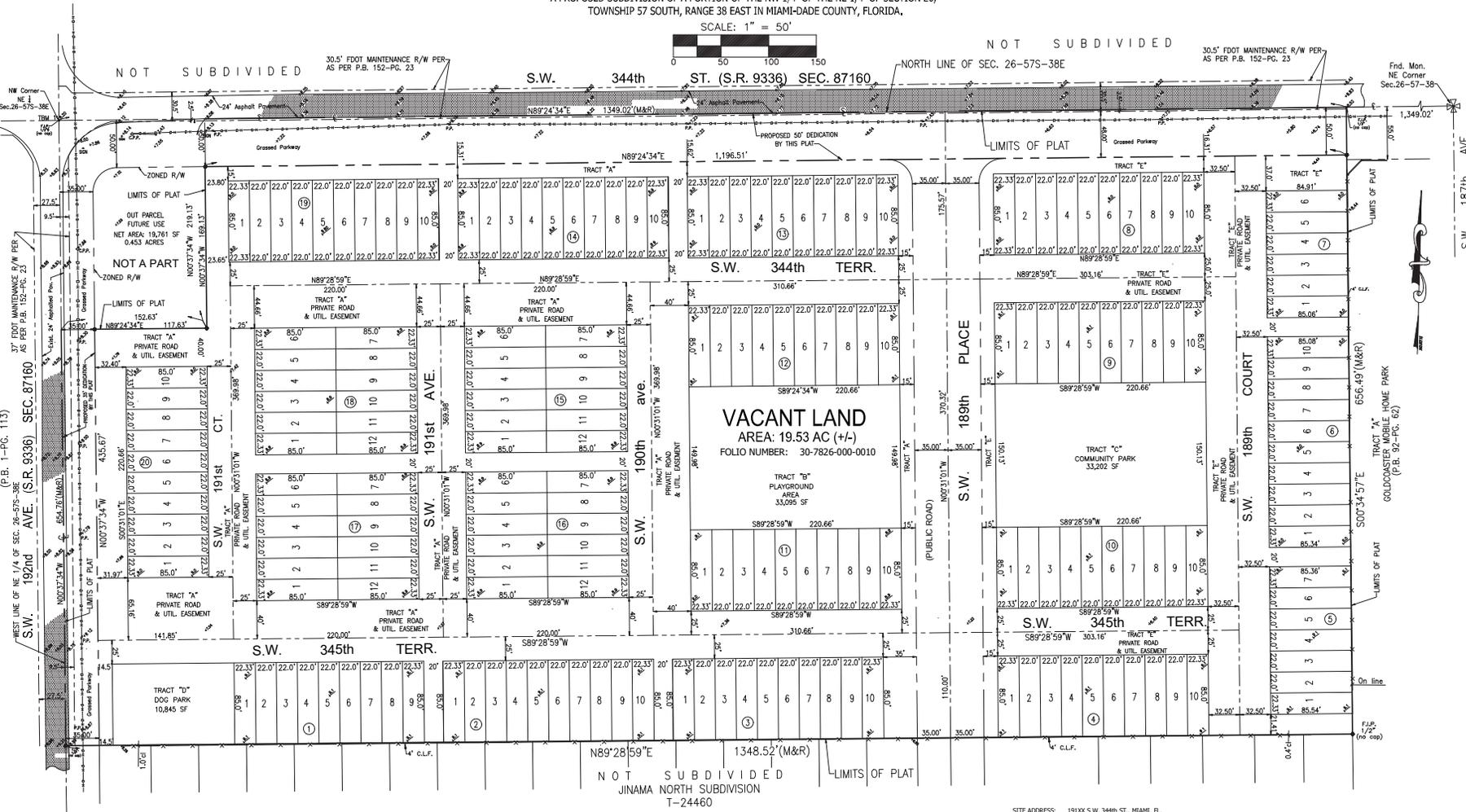


CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

TENATIVE PLAT BOUNDARY & TOPOGRAPHICAL SURVEY CENTURY PARK SQUARE

A PROPOSED SUBDIVISION OF A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26,
TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA.

SCALE: 1" = 50'



SURVEYOR'S LEGEND (IF ANY APPLIED)

- | | | | |
|--|-----------------------|--|------------------|
| | BOUNDARY LINE | | CATCH BASIN |
| | STRUCTURE (BLDG.) | | MANHOLE |
| | CONCRETE BLOCK WALL | | OVERHEAD ELECT. |
| | METAL FENCE | | POWER POLE |
| | WOODEN FENCE | | LIGHT POLE |
| | CHAIN LINK FENCE | | HANDICAP SPACE |
| | WOOD DECK/WOOD | | FIRE HYDRANT |
| | ASPHALTED AREAS | | EASEMENT LINE |
| | CONCRETE | | WATER VALVE |
| | BRICKS OR PAVERS | | TRENCH BOX |
| | ROOFED AREAS | | WATER METER |
| | WATER (EDGE OF WATER) | | COMP. LIGHT POLE |

ABBREVIATION OF ANY APPLIED

- | | | | |
|--------------------------|--------------|-----------------|-----------------|
| A = CURVE CENTER | BY = STATION | ST = STATIONARY | ST = STATIONARY |
| B = CURVE BEARING | TA = TANGENT | TA = TANGENT | TA = TANGENT |
| C = CURVE RADIUS | W = WIDE | W = WIDE | W = WIDE |
| D = CURVE DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| E = CURVE CHORD | W = WIDE | W = WIDE | W = WIDE |
| F = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| G = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| H = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| I = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| J = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| K = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| L = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| M = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| N = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| O = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| P = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| Q = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| R = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| S = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| T = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| U = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| V = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| W = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| X = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |
| Y = CURVE CHORD DISTANCE | W = WIDE | W = WIDE | W = WIDE |
| Z = CURVE CHORD BEARING | W = WIDE | W = WIDE | W = WIDE |

SITE ADDRESS: 1910X S.W. 344th ST., MIAMI, FL
JOB NUMBER: 21-251
DATE OF SURVEY: FEB. 23, 2021, RESURVEY AUG. 26, 2023
FOLIO NUMBER: 30-7826-000-010

WE HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHICAL SURVEY AND THE SURVEY MAP RESULTING THEREFROM WAS PERFORMED UNDER MY SUPERVISION AND/OR DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY AND TOPOGRAPHICAL SURVEY" MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 54-7 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 47,207 FOR THE FLORIDA STATUTES.

THIS MAP HAS BEEN CAREFULLY CHECKED AND READ BY THE SURVEYOR AND IS CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY AND TOPOGRAPHICAL SURVEY" MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 54-7 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 47,207 FOR THE FLORIDA STATUTES.



REVISION

AMERICAN SERVICES OF MIAMI, CORP.
Consulting Engineers, Planners, Surveyors

CORAL GABLES, FLORIDA 33134
2800 GRAND AVENUE
MIAMI, FLORIDA 33134
TEL: (305) 598-8877
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WWW.ASMI.COM

FOR: CENTURY PARK SQUARE, LLC
SCALE: 1" = 50'
DATE: 2/21/21

DRAWN BY: E.P.
CHECKED BY: E.P.
FIELD BOOK NO.
PAGE NO. 1

ORDER NO. 21-251
SHEET NO. 2

**Century Park Square CDD
Estimate of Construction Costs
Summary**

Infrastructure Component ⁽¹⁾	Phase 1 - Century Park Square	Phase 2 - Century Park Square North	Total
Roadway Improvements ⁽²⁾	\$ 2,909,000	\$ 1,389,000	\$ 4,298,000
Stormwater Management and Drainage	\$ 879,000	\$ 370,000	\$ 1,249,000
Water Distribution System ⁽³⁾	\$ 1,193,000	\$ 507,000	\$ 1,700,000
Sanitary Collection System ⁽⁴⁾	\$ 1,521,000	\$ 660,000	\$ 2,181,000
TOTAL	\$ 6,502,000	\$ 2,926,000	\$ 9,428,000

⁽¹⁾ All Costs Rounded Up to \$1K.

⁽²⁾ Includes County Mobility Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.

⁽³⁾ Includes Water Connection Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.

⁽⁴⁾ Includes Sewer Connection Fees for 200 Townhomes in Phase 1 and 106 in Phase 2.

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 1 - CENTURY PARK SQUARE**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
WATER DISTRIBUTION									
1	MOBILIZATION	1.00	LS	4,500.00	100.00	-	4,500.00	-	4,500.00
2	16" X 8" TAPP SLY w/ 8" TAPP VALVE	1.00	EA	11,448.00	100.00	-	11,448.00	-	11,448.00
3	16" X 16" TAPP SLY w/ 16" TAPP VALVE	1.00	EA	25,543.00	100.00	-	25,543.00	-	25,543.00
4	6" DIP	42.00	LF	63.43	100.00	-	2,664.17	-	2,664.17
5	8" DIP	4,582.00	LF	63.52	100.00	-	291,060.42	-	291,060.42
6	16" DIP	1,373.00	LF	127.41	100.00	-	174,932.06	-	174,932.06
7	8" - 45 DEGREE BEND	28.00	EA	427.00	100.00	-	11,956.00	-	11,956.00
8	8" - 90 DEGREE BEND	1.00	EA	468.00	100.00	-	468.00	-	468.00
9	8" X6" TEE	6.00	EA	594.00	100.00	-	3,564.00	-	3,564.00
10	8" X8" TEE	7.00	EA	678.00	100.00	-	4,746.00	-	4,746.00
11	8" X 8" CROSS	2.00	EA	800.00	100.00	-	1,600.00	-	1,600.00
12	16" X 8" TEE	1.00	EA	1,930.00	100.00	-	1,930.00	-	1,930.00
13	6" GATE VALVE	6.00	EA	2,228.00	100.00	-	13,368.00	-	13,368.00
14	8" GATE VALVE	23.00	EA	3,226.00	100.00	-	74,198.00	-	74,198.00
15	16" BUTTERFLY VALVE	2.00	EA	7,072.00	100.00	-	14,144.00	-	14,144.00
16	FIRE HYDRANT w/ GUARD POSTS	6.00	EA	6,069.00	100.00	-	36,414.00	-	36,414.00
17	8" PLUG w/ 2" F.V.O	3.00	EA	1,960.00	100.00	-	5,880.00	-	5,880.00
18	16" PLUG	1.00	EA	998.00	100.00	-	998.00	-	998.00
19	AIR RELEASE VALVE	3.00	EA	3,179.00	100.00	-	9,537.00	-	9,537.00
20	1" SINGLE WATER SERVICE (WS 2 10, SH 1/3)	8.00	EA	1,424.00	100.00	-	11,392.00	-	11,392.00
21	1" DUAL WATER SERVICE (WS 2 12, SH.2/2)	96.00	EA	1,466.00	100.00	-	140,736.00	-	140,736.00
22	8" JOINT RESTRAJNTS	74.00	EA	215.00	100.00	-	15,910.00	-	15,910.00
23	16" JOINT RESTRAJNTS	25.00	EA	877.00	100.00	-	21,925.00	-	21,925.00
24	REINFORCED CONCRETE SLAB (8")	150.00	SF	12.00	100.00	-	1,800.00	-	1,800.00
25	ASPHALT SAWCUT	170.00	LF	1.25	100.00	-	212.50	-	212.50
26	PAVEMENT RESTORATION	36.00	SY	45.00	100.00	-	1,620.00	-	1,620.00
27	CHLORINATING & TESTING	5,997.00	LF	1.50	100.00	-	8,995.50	-	8,995.50
28	DENSITIES	20.00	EA	60.00	100.00	-	1,200.00	-	1,200.00
29	MAINTENANCE OF TRAFFIC	1.00	EA	5,000.00	100.00	-	5,000.00	-	5,000.00
30	MISCELLANEOUS	1.00	LS	16,974.00	100.00	-	16,974.00	-	16,974.00
31	SURVEYING & AS-BUILTS	1.00	LS	20,500.00	100.00	-	20,500.00	-	20,500.00
32	H.R.S	1.00	LS	2,100.00	100.00	-	2,100.00	-	2,100.00
33	MAINTENANCE BOND	1.00	LS	14,288.00	100.00	-	14,288.00	-	14,288.00
Sub-total WATER DISTRIBUTION							951,603.65	-	951,603.65
SANITARY SEWER									
1	CORE DRILL EXISTING MH & CONNECT 8" PVC C-900 /CUT 14'	1.00	EA	3,800.00	100.00	-	3,800.00	-	3,800.00
2	8" PVC C-900 (0'-6')	2,950.00	LF	44.96	100.00	-	132,637.53	-	132,637.53
3	8" PVC C-900 (6' - 8')	992.00	LF	48.96	100.00	-	48,570.18	-	48,570.18
4	8" PVC C-900 (JO' - 12')	224.00	LF	52.96	100.00	-	11,863.46	-	11,863.46
5	8" PVC C-900 (12' - 14')	657.00	LF	61.96	100.00	-	40,708.95	-	40,708.95
6	MH(0'-6')	14.00	EA	2,192.00	100.00	-	30,688.00	-	30,688.00
7	MH(6'-8')	1.00	EA	2,657.00	100.00	-	2,657.00	-	2,657.00
8	MH(12'-14')	2.00	EA	3,960.00	100.00	-	7,920.00	-	7,920.00
9	DROP MH (10' - 12')	1.00	EA	3,828.00	100.00	-	3,828.00	-	3,828.00
10	6" MH CONNECTION	14.00	EA	324.00	100.00	-	4,536.00	-	4,536.00
11	8" MH CONNECTION	38.00	EA	787.00	100.00	-	29,906.00	-	29,906.00
12	6" SINGLE LATERAL C900 (SSI 0, SH 1/2)	186.00	EA	2,791.00	100.00	-	519,126.00	-	519,126.00
13	6" SINGLE LATERAL C900 (SSI .0, SH 1/2) (FD CROSSING)	14.00	EA	3,032.00	100.00	-	42,448.00	-	42,448.00
14	6" CLEANOUT C900 (#7621)	200.00	EA	350.00	100.00	-	70,000.00	-	70,000.00

Century Park Square CDD
Estimated Materials & Construction Costs
Phase 1 - CENTURY PARK SQUARE

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
15	8" PLUG	1.00	EA	333.00	100.00	-	333.00	-	333.00
16	MH INVERT & RING	18.00	EA	325.00	100.00	-	5,850.00	-	5,850.00
17	CHIMNEY SEAL. INSERT. PAINT & RAMNEK	1.00	LS	14,400.00	100.00	-	14,400.00	-	14,400.00
18	GRAVEL#57	4,641.00	TN	25.00	100.00	-	116,025.00	-	116,025.00
19	CLEANING & TESTING	4,823.00	LF	1.75	100.00	-	8,440.25	-	8,440.25
20	ASPHALT SAWCUT	520.00	LF	1.25	100.00	-	650.00	-	650.00
21	PAVEMENT RESTORATION	150.00	SY	9.50	100.00	-	1,425.00	-	1,425.00
22	MILL & PAVE (1" FC9 5)	615.00	SY	14.80	100.00	-	9,102.00	-	9,102.00
23	DENSITIES	31.00	EA	60.00	100.00	-	1,860.00	-	1,860.00
24	MISCELLANEOUS	1.00	LS	1,500.00	100.00	-	1,500.00	-	1,500.00
25	SURVEYING & AS-BUILTS	1.00	LS	28,500.00	100.00	-	28,500.00	-	28,500.00
26	MAINTENANCE OF TRAFFIC	1.00	LS	3,500.00	100.00	-	3,500.00	-	3,500.00
27	MAINTENANCE BOND	1.00	LS	17,208.00	100.00	-	17,208.00	-	17,208.00
Sub-total SANITARY SEWER							1,157,482.37	-	1,157,482.37
STORM DRAINAGE									
1	EXFILTRATION TRENCH w/18" HOPE	2,200.00	LF	195.49	100.00	-	430,078.00	-	430,078.00
2	EXFILTRATION TRENCH w/24" PP	150.00	LF	240.78	100.00	-	36,117.00	-	36,117.00
3	18" HDPE	1,141.00	LF	56.34	100.00	-	64,283.94	-	64,283.94
4	24" pp	237.00	LF	85.25	100.00	-	20,204.25	-	20,204.25
5	CB (48") (TYPE P) (#4700-6223)	6.00	EA	2,898.00	100.00	-	17,388.00	-	17,388.00
6	CB (48") (TYPE P) (#5120-6167)	23.00	EA	2,962.00	100.00	-	68,126.00	-	68,126.00
7	MH (48") (TYPE P) (#3IOA)	8.00	EA	2,873.00	100.00	-	22,984.00	-	22,984.00
8	18" END CAP	15.00	EA	334.00	100.00	-	5,010.00	-	5,010.00
9	BAFFLES	39.00	EA	384.00	100.00	-	14,976.00	-	14,976.00
10	RIMS AND GRATES TO GRADE	37.00	EA	300.00	100.00	-	11,100.00	-	11,100.00
11	DENSITIES	12.00	EA	60.00	100.00	-	720.00	-	720.00
12	CLEANING STRUCTURES	37.00	EA	500.00	100.00	-	18,500.00	-	18,500.00
13	MISCELLANEOUS	1.00	LS	2,500.00	100.00	-	2,500.00	-	2,500.00
14	SURVEYING	1.00	LS	16,500.00	100.00	-	16,500.00	-	16,500.00
Sub-total STORM DRAINAGE							728,487.19	-	728,487.19
PAVING & GRADING									
1	GRADE SUBGRADE - (OFFSITE)	4,975.00	SY	0.75	100.00	-	3,731.25	-	3,731.25
2	GRADE SUBGRADE - (ONSITE)	15,760.00	SY	0.75	100.00	-	11,820.00	-	11,820.00
3	4" BASEROCK - (OFFSITE)	1,900.00	SY	12.50	100.00	-	23,750.00	-	23,750.00
4	8" BASEROCK - (OFFSITE)	322.00	SY	16.00	100.00	-	5,152.00	-	5,152.00
5	8" BASEROCK - (ONSITE)	14,220.00	SY	16.00	100.00	-	227,520.00	-	227,520.00
6	10" BASEROCK - (OFFSITE)	2,195.00	SY	17.50	100.00	-	38,412.50	-	38,412.50
7	1 5" A.C.S.C. (SP-12.5) (OFFSITE) (BIKE PATH)	1,682.00	SY	15.20	100.00	-	25,566.40	-	25,566.40
8	1 5" A.C.S.C. (FC-12.5) (OFFSITE) (344 ST) (SHOLDR)	760.00	SY	18.35	100.00	-	13,946.00	-	13,946.00
9	2" A.C.S.C. (FIRST LIFT - SP-12.5) (OFFSITE) (344 ST)	349.00	SY	23.85	100.00	-	8,323.65	-	8,323.65
10	1" A.C.S.C. (FINAL LIFT - FC-9.5) (OFFSITE) (344 ST)	278.00	SY	14.09	100.00	-	3,917.02	-	3,917.02
11	3.5" ACSC (FIRST LIFT- SP-12.5) (OFFSITE) (192 AV)	1,255.00	SY	40.50	100.00	-	50,827.50	-	50,827.50
12	1.5" A.C.S.C. (FINAL LIFT- FC-12.5) (OFFSITE) (192 AVE)	1,250.00	SY	18.35	100.00	-	22,937.50	-	22,937.50
13	3/4" A.C.S.C. (FIRST LIFT - SP 9.5) (ONSITE)	10,635.00	SY	10.60	100.00	-	112,731.00	-	112,731.00
14	3/4" A.C.S.C. (FINAL LIFT - FC 9.5) (ONSITE)	10,585.00	SY	11.10	100.00	-	117,493.50	-	117,493.50
15	2" A.C.S.C. (FIRST LIFT - SP 12 SJ) (ONSITE)	2,016.00	SY	23.85	100.00	-	48,081.60	-	48,081.60
16	1" A.C.S.C. (FINAL LIFT - FC 9.5) (ONSITE)	2,016.00	SY	12.71	100.00	-	25,623.36	-	25,623.36
17	MILL & PAVE (1.5" - FC12.5) (192 AVE)	1,966.00	SY	22.60	100.00	-	44,431.60	-	44,431.60
18	TYPE "F" CURB & GUTTER	2,560.00	LF	19.75	100.00	-	50,560.00	-	50,560.00
19	TYPE "D" CURB (.6" x 12")	898.00	LF	12.50	100.00	-	11,225.00	-	11,225.00
20	VALLEY GUTTER	6,950.00	LF	17.50	100.00	-	121,625.00	-	121,625.00
21	CONCRETE MEDIAN	660.00	SF	5.50	100.00	-	3,630.00	-	3,630.00

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 1 - CENTURY PARK SQUARE**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
22	GUARDRAIL	80.00	LF	40.00	100.00	-	3,200.00	-	3,200.00
23	GUARDRAIL END PIECES	4.00	EA	275.00	100.00	-	1,100.00	-	1,100.00
24	SIDEWALK (4") (OFFSITE)	3,780.00	SF	5.50	100.00	-	20,790.00	-	20,790.00
25	SIDEWALK (6") (OFFSITE)	205.00	SF	7.50	100.00	-	1,537.50	-	1,537.50
26	ADA TACTILE SURFACES	104.00	SF	36.00	100.00	-	3,744.00	-	3,744.00
27	ASPHALT SAWCUT	1,975.00	LF	1.50	100.00	-	2,962.50	-	2,962.50
28	STRIPING & SIGNAGE	1.00	LS	69,881.00	100.00	-	69,881.00	-	69,881.00
29	MISCELLANEOUS	1.00	LS	5,500.00	100.00	-	5,500.00	-	5,500.00
30	SURVEYING	1.00	LS	38,500.00	100.00	-	38,500.00	-	38,500.00
Sub-total PAVING & GRADING							1,118,519.88	-	1,118,519.88
SWPPP									
1	SILT FENCE	3,780.00	LF	5.00	100.00	-	18,900.00	-	18,900.00
2	INLET FABRJCS	37.00	EA	65.00	100.00	-	2,405.00	-	2,405.00
3	GRAVEL BAGS AT INLETS	4.00	EA	100.00	100.00	-	400.00	-	400.00
4	GRAVEL ENTRANCE/EXIT	2.00	EA	1,750.00	100.00	-	3,500.00	-	3,500.00
Sub-total SWPPP							25,205.00	-	25,205.00
TOTAL ORIGINAL CONTRACT							3,981,298.09	-	3,981,298.09
CHANGE ORDERS									
CHANGE ORDER #1									
1	8" PVC C-900 (0'-6')	(1,194.00)	LF	44.96	100.00	-	(53,684.48)	-	(53,684.48)
2	8" PVC C-900 (6' - 8')	1,133.00	LF	48.96	100.00	-	55,473.81	-	55,473.81
3	MH(0'-6')	(2.00)	EA	2,192.00	100.00	-	(4,384.00)	-	(4,384.00)
4	MH(6'-8')	1.00	EA	2,657.00	100.00	-	2,657.00	-	2,657.00
5	DROP MH (6' - 8')	1.00	EA	3,409.00	100.00	-	3,409.00	-	3,409.00
6	6" MH CONNECTION	1.00	EA	324.00	100.00	-	324.00	-	324.00
7	CLEANING & TESTING	(61.00)	LF	1.75	100.00	-	(106.75)	-	(106.75)
Grand Total Change Order #1							3,688.58	-	3,688.58
CHANGE ORDER #2									
1	18" HDPE	91.00	LF	56.34	100.00	-	5,126.94	-	5,126.94
2	CB (48") (TYPE P) (#4700-6223)	(6.00)	EA	2,898.00	100.00	-	(17,388.00)	-	(17,388.00)
3	CB (48") (TYPE P) (#5120-6167)	(23.00)	EA	2,962.00	100.00	-	(68,126.00)	-	(68,126.00)
4	MH (48") (TYPE P) (#3 IOA)	(8.00)	EA	2,873.00	100.00	-	(22,984.00)	-	(22,984.00)
5	CB (42" RD) (TYPE P) (#4700-6223)	16.00	EA	2,469.00	100.00	-	39,504.00	-	39,504.00
6	CB (60" RD) (TYPE I) (#4700-6223)	10.00	EA	3,399.00	100.00	-	33,990.00	-	33,990.00
7	MH (42" RD) (TYPE P) (#3 IO A)	6.00	EA	2,477.00	100.00	-	14,862.00	-	14,862.00
8	MH (60" RD) (TYPE J) (#310 A)	2.00	EA	3,564.00	100.00	-	7,128.00	-	7,128.00
9	CI (42" RD) (TYPE P-5) (#5160-6310)	2.00	EA	3,201.00	100.00	-	6,402.00	-	6,402.00
10	CI (60" RD) (TYPE J-6) (#5160-6310)	2.00	EA	4,308.00	100.00	-	8,616.00	-	8,616.00
11	18" END CAP	1.00	EA	334.00	100.00	-	334.00	-	334.00
12	BAFFLES	5.00	EA	384.00	100.00	-	1,920.00	-	1,920.00
13	RIMS AND GRATES TO GRADE	1.00	EA	300.00	100.00	-	300.00	-	300.00
14	DENSITIES	1.00	EA	60.00	100.00	-	60.00	-	60.00
15	CLEANING STRUCTURES	1.00	EA	500.00	100.00	-	500.00	-	500.00
Grand Total Change Order #2							10,244.94	-	10,244.94
CHANGE ORDER #3									
1	16" X 16" TAPP. SLY. w/ 16" TAPP VALVE	(1.00)	EA	25,543.00	100.00	-	(25,543.00)	-	(25,543.00)
2	16" PLUG	(1.00)	EA	998.00	100.00	-	(998.00)	-	(998.00)

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 1 - CENTURY PARK SQUARE**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
3	6" DIP	48.00	LF	63.43	100.00	-	3,044.77	-	3,044.77
4	16" DIP	(10.00)	LF	127.41	100.00	-	(1,274.09)	-	(1,274.09)
5	8" X6" TEE	3.00	EA	594.00	100.00	-	1,782.00	-	1,782.00
6	6" GATE VALVE	3.00	EA	2,228.00	100.00	-	6,684.00	-	6,684.00
7	8" GATE VALVE	(3.00)	EA	3,226.00	100.00	-	(9,678.00)	-	(9,678.00)
8	FIRE HYDRANT ASSEMBLY PER WS 4 50 W/ GUARD POSTS	3.00	EA	6,069.00	100.00	-	18,207.00	-	18,207.00
9	ARV W/ 8" SADDLE	4.00	EA	3,179.00	100.00	-	12,716.00	-	12,716.00
10	16" JOINT RESTRAINTS	4.00	EA	877.00	100.00	-	3,508.00	-	3,508.00
11	CONCRETE SLAB PEROS 1,2 (4 EA-S' X 10' X S') & (EA-21' X S' X8")	365.00	SF	12.50	100.00	-	4,562.50	-	4,562.50
12	ASPHALT SAWCUT	(32.00)	LF	1.25	100.00	-	(40.00)	-	(40.00)
13	PAVEMENT RESTORATION	(8.89)	SY	45.00	100.00	-	(400.01)	-	(400.01)
14	CHLORINATING & TESTING	38.00	LF	1.50	100.00	-	57.00	-	57.00
15	DENSITIES	1.00	EA	60.00	100.00	-	60.00	-	60.00
16	REMOVE EXIST 16" PLUG & 2" FVO & CONNECT 16" DIP WM	1.00	EA	3,944.00	100.00	-	3,944.00	-	3,944.00
17	16" • 90 BEND DIP	2.00	EA	1,887.00	100.00	-	3,774.00	-	3,774.00
18	16" GATE VALVE	1.00	EA	14,370.00	100.00	-	14,370.00	-	14,370.00
19	16" PLUG w/ 2" F.V.O PER WS 1.61	1.00	EA	2,934.00	100.00	-	2,934.00	-	2,934.00
20	2" PVC CASING (QTY-18, L-7')	126.00	LF	26.16	100.00	-	3,296.16	-	3,296.16
21	MILL & PAVE (1" FC9 5)(ON 344th ST)	205.00	SY	22.60	100.00	-	4,633.00	-	4,633.00
Grand Total Change Order #3							45,639.33	-	45,639.33
TOTAL CHANGE ORDERS							59,572.85	-	59,572.85
TOTAL ORIGINAL CONTRACT & CHANGE ORDERS							4,040,870.94	-	4,040,870.94

OTHER COSTS									
1	Soft Cost and Contingency	15%	%	4,040,871	100.00	-	606,130.64	-	606,130.64
2	Water Conn. Fee (200 Townhomes @ 165 GPD)	33,000	GPD	1.39	100.00		45,870.00	-	45,870.00
3	Sewer Conn Fees (200 Townhomes @ 165 GPD)	33,000	GPD	5.60	100.00		184,800.00	-	184,800.00
4	Mobility Impact Fees for 200 Townhomes MDC 12/2023 - 12/2027 Rate	200	EA	8,112.00	100.00		1,622,400.00	-	1,622,400.00
Sub-total Other Costs							2,459,200.64	-	2,459,200.64
GRAND TOTAL							6,500,071.58	-	6,500,071.58

Summary of Century Park Square CDD Estimated Construction Costs			
Item Description	Cost		
	(\$)		
Roadway Improvements Including Miami-Dade Mobility Impact Fees for 200 Townhomes	2,909,000		
Stormwater Management and Drainage	879,000		
Water Distribution System, Including Water Connection Fees for 200 Townhomes	1,193,000		
Sanitary Sewer System, Including Connection Fees for 200 Townhomes	1,521,000		
Total	6,502,000		

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 2 - CENTURY PARK SQUARE NORTH**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
WATER DISTRIBUTION									
1	MOBILIZATION	0.42	LS	4,500.00	100.00	-	1,891.14	-	1,891.14
2	16" X 8" TAPP SLY w/ 8" TAPP VALVE	0.42	EA	11,448.00	100.00	-	4,811.07	-	4,811.07
3	16" X 16" TAPP SLY w/ 16" TAPP VALVE	0.42	EA	25,543.00	100.00	-	10,734.54	-	10,734.54
4	6" DIP	17.65	LF	63.43	100.00	-	1,119.63	-	1,119.63
5	8" DIP	1,925.60	LF	63.52	100.00	-	122,319.25	-	122,319.25
6	16" DIP	577.01	LF	127.41	100.00	-	73,515.86	-	73,515.86
7	8" - 45 DEGREE BEND	11.77	EA	427.00	100.00	-	5,024.55	-	5,024.55
8	8" - 90 DEGREE BEND	0.42	EA	468.00	100.00	-	196.68	-	196.68
9	8" X6" TEE	2.52	EA	594.00	100.00	-	1,497.78	-	1,497.78
10	8" X8" TEE	2.94	EA	678.00	100.00	-	1,994.52	-	1,994.52
11	8" X 8" CROSS	0.84	EA	800.00	100.00	-	672.41	-	672.41
12	16" X 8" TEE	0.42	EA	1,930.00	100.00	-	811.09	-	811.09
13	6" GATE VALVE	2.52	EA	2,228.00	100.00	-	5,617.95	-	5,617.95
14	8" GATE VALVE	9.67	EA	3,226.00	100.00	-	31,181.99	-	31,181.99
15	16" BUTTERFLY VALVE	0.84	EA	7,072.00	100.00	-	5,944.07	-	5,944.07
16	FIRE HYDRANT w/ GUARD POSTS	2.52	EA	6,069.00	100.00	-	15,303.12	-	15,303.12
17	8" PLUG w/ 2" F.V.O	1.26	EA	1,960.00	100.00	-	2,471.09	-	2,471.09
18	16" PLUG	0.42	EA	998.00	100.00	-	419.41	-	419.41
19	AIR RELEASE VALVE	1.26	EA	3,179.00	100.00	-	4,007.96	-	4,007.96
20	1" SINGLE WATER SERVICE (WS 2 10, SH 1/3)	3.36	EA	1,424.00	100.00	-	4,787.53	-	4,787.53
21	1" DUAL WATER SERVICE (WS 2 12, SH.2/2)	40.34	EA	1,466.00	100.00	-	59,144.84	-	59,144.84
22	8" JOINT RESTRAJNTS	31.10	EA	215.00	100.00	-	6,686.24	-	6,686.24
23	16" JOINT RESTRAJNTS	10.51	EA	877.00	100.00	-	9,214.06	-	9,214.06
24	REINFORCED CONCRETE SLAB (8")	63.04	SF	12.00	100.00	-	756.46	-	756.46
25	ASPHALT SAWCUT	71.44	LF	1.25	100.00	-	89.30	-	89.30
26	PAVEMENT RESTORATION	15.13	SY	45.00	100.00	-	680.81	-	680.81
27	CHLORINATING & TESTING	2,520.26	LF	1.50	100.00	-	3,780.39	-	3,780.39
28	DENSITIES	8.41	EA	60.00	100.00	-	504.30	-	504.30
29	MAINTENANCE OF TRAFFIC	0.42	EA	5,000.00	100.00	-	2,101.27	-	2,101.27
30	MISCELLANEOUS	0.42	LS	16,974.00	100.00	-	7,133.39	-	7,133.39
31	SURVEYING & AS-BUILTS	0.42	LS	20,500.00	100.00	-	8,615.20	-	8,615.20
32	H.R.S	0.42	LS	2,100.00	100.00	-	882.53	-	882.53
33	MAINTENANCE BOND	0.42	LS	14,288.00	100.00	-	6,004.59	-	6,004.59
Sub-total WATER DISTRIBUTION							399,915.02	-	399,915.02
SANITARY SEWER									
1	CORE DRILL EXISTING MH & CONNECT 8" PVC C-900 /CUT 14'	0.42	EA	3,800.00	100.00	-	1,596.96	-	1,596.96
2	8" PVC C-900 (0'-6')	1,239.75	LF	44.96	100.00	-	55,741.43	-	55,741.43
3	8" PVC C-900 (6' - 8')	416.89	LF	48.96	100.00	-	20,411.80	-	20,411.80
4	8" PVC C-900 (JO' - 12')	94.14	LF	52.96	100.00	-	4,985.66	-	4,985.66
5	8" PVC C-900 (12' - 14')	276.11	LF	61.96	100.00	-	17,108.09	-	17,108.09
6	MH(0'-6')	5.88	EA	2,192.00	100.00	-	12,896.75	-	12,896.75
7	MH(6'-8')	0.42	EA	2,657.00	100.00	-	1,116.61	-	1,116.61
8	MH(12'-14')	0.84	EA	3,960.00	100.00	-	3,328.41	-	3,328.41
9	DROP MH (10' - 12')	0.42	EA	3,828.00	100.00	-	1,608.73	-	1,608.73
10	6" MH CONNECTION	5.88	EA	324.00	100.00	-	1,906.27	-	1,906.27
11	8" MH CONNECTION	15.97	EA	787.00	100.00	-	12,568.11	-	12,568.11
12	6" SINGLE LATERAL C900 (SSI 0, SH 1/2)	78.17	EA	2,791.00	100.00	-	218,164.67	-	218,164.67
13	6" SINGLE LATERAL C900 (SSI .0, SH 1/2) (FD CROSSING)	5.88	EA	3,032.00	100.00	-	17,838.93	-	17,838.93
14	6" CLEANOUT C900 (#7621)	84.05	EA	350.00	100.00	-	29,417.77	-	29,417.77

Century Park Square CDD
Estimated Materials & Construction Costs
Phase 2 - CENTURY PARK SQUARE NORTH

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
15	8" PLUG	0.42	EA	333.00	100.00	-	139.94	-	139.94
16	MH INVERT & RING	7.56	EA	325.00	100.00	-	2,458.48	-	2,458.48
17	CHIMNEY SEAL. INSERT. PAINT & RAMNEK	0.42	LS	14,400.00	100.00	-	6,051.65	-	6,051.65
18	GRAVEL#57	1,950.40	TN	25.00	100.00	-	48,759.95	-	48,759.95
19	CLEANING & TESTING	2,026.88	LF	1.75	100.00	-	3,547.05	-	3,547.05
20	ASPHALT SAWCUT	218.53	LF	1.25	100.00	-	273.16	-	273.16
21	PAVEMENT RESTORATION	63.04	SY	9.50	100.00	-	598.86	-	598.86
22	MILL & PAVE (1" FC9 5)	258.46	SY	14.80	100.00	-	3,825.15	-	3,825.15
23	DENSITIES	13.03	EA	60.00	100.00	-	781.67	-	781.67
24	MISCELLANEOUS	0.42	LS	1,500.00	100.00	-	630.38	-	630.38
25	SURVEYING & AS-BUILTS	0.42	LS	28,500.00	100.00	-	11,977.23	-	11,977.23
26	MAINTENANCE OF TRAFFIC	0.42	LS	3,500.00	100.00	-	1,470.89	-	1,470.89
27	MAINTENANCE BOND	0.42	LS	17,208.00	100.00	-	7,231.73	-	7,231.73
Sub-total SANITARY SEWER							486,436.33	-	486,436.33
STORM DRAINAGE									
1	EXFILTRATION TRENCH w/18" HOPE	924.56	LF	195.49	100.00	-	180,741.91	-	180,741.91
2	EXFILTRATION TRENCH w/24" PP	63.04	LF	240.78	100.00	-	15,178.31	-	15,178.31
3	18" HDPE	479.51	LF	56.34	100.00	-	27,015.57	-	27,015.57
4	24" pp	99.60	LF	85.25	100.00	-	8,490.91	-	8,490.91
5	CB (48") (TYPE P) (#4700-6223)	2.52	EA	2,898.00	100.00	-	7,307.37	-	7,307.37
6	CB (48") (TYPE P) (#5120-6167)	9.67	EA	2,962.00	100.00	-	28,630.21	-	28,630.21
7	MH (48") (TYPE P) (#3IOA)	3.36	EA	2,873.00	100.00	-	9,659.11	-	9,659.11
8	18" END CAP	6.30	EA	334.00	100.00	-	2,105.47	-	2,105.47
9	BAFFLES	16.39	EA	384.00	100.00	-	6,293.72	-	6,293.72
10	RIMS AND GRATES TO GRADE	15.55	EA	300.00	100.00	-	4,664.82	-	4,664.82
11	DENSITIES	5.04	EA	60.00	100.00	-	302.58	-	302.58
12	CLEANING STRUCTURES	15.55	EA	500.00	100.00	-	7,774.70	-	7,774.70
13	MISCELLANEOUS	0.42	LS	2,500.00	100.00	-	1,050.63	-	1,050.63
14	SURVEYING	0.42	LS	16,500.00	100.00	-	6,934.19	-	6,934.19
Sub-total STORM DRAINAGE							306,149.50	-	306,149.50
PAVING & GRADING									
1	GRADE SUBGRADE - (OFFSITE)	2,090.76	SY	0.75	100.00	-	1,568.07	-	1,568.07
2	GRADE SUBGRADE - (ONSITE)	6,623.20	SY	0.75	100.00	-	4,967.40	-	4,967.40
3	4" BASEROCK - (OFFSITE)	798.48	SY	12.50	100.00	-	9,981.03	-	9,981.03
4	8" BASEROCK - (OFFSITE)	135.32	SY	16.00	100.00	-	2,165.15	-	2,165.15
5	8" BASEROCK - (ONSITE)	5,976.01	SY	16.00	100.00	-	95,616.14	-	95,616.14
6	10" BASEROCK - (OFFSITE)	922.46	SY	17.50	100.00	-	16,143.00	-	16,143.00
7	1 5" A.C.S.C. (SP-12.5) (OFFSITE) (BIKE PATH)	-	SY	15.20	100.00	-	-	-	-
8	1 5" A.C.S.C. (FC-12.5) (OFFSITE) (344 ST) (SHOLDR)	319.39	SY	18.35	100.00	-	5,860.86	-	5,860.86
9	2" A.C.S.C. (FIRST LIFT - SP-12.5) (OFFSITE) (344 ST)	146.67	SY	23.85	100.00	-	3,498.05	-	3,498.05
10	1" A.C.S.C. (FINAL LIFT - FC-9.5) (OFFSITE) (344 ST)	116.83	SY	14.09	100.00	-	1,646.14	-	1,646.14
11	3.5" ACSC (FIRST LIFT - SP-12.5) (OFFSITE) (192 AV)	527.42	SY	40.50	100.00	-	21,360.45	-	21,360.45
12	1.5" A.C.S.C. (FINAL LIFT - FC-12.5) (OFFSITE) (192 AVE)	525.32	SY	18.35	100.00	-	9,639.57	-	9,639.57
13	3/4" A.C.S.C. (FIRST LIFT - SP 9.5) (ONSITE)	4,469.40	SY	10.60	100.00	-	47,375.63	-	47,375.63
14	3/4" A.C.S.C. (FINAL LIFT - FC 9.5) (ONSITE)	4,448.39	SY	11.10	100.00	-	49,377.09	-	49,377.09
15	2" A.C.S.C. (FIRST LIFT - SP 12.5) (ONSITE)	847.23	SY	23.85	100.00	-	20,206.47	-	20,206.47
16	1" A.C.S.C. (FINAL LIFT - FC 9.5) (ONSITE)	847.23	SY	12.71	100.00	-	10,768.31	-	10,768.31
17	MILL & PAVE (1.5" - FC12.5) (192 AVE)	826.22	SY	22.60	100.00	-	18,672.55	-	18,672.55
18	TYPE "F" CURB & GUTTER	1,075.85	LF	19.75	100.00	-	21,248.03	-	21,248.03
19	TYPE "D" CURB (.6" x 12")	377.39	LF	12.50	100.00	-	4,717.35	-	4,717.35
20	VALLEY GUTTER	2,920.76	LF	17.50	100.00	-	51,113.37	-	51,113.37
21	CONCRETE MEDIAN	277.37	SF	5.50	100.00	-	1,525.52	-	1,525.52

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 2 - CENTURY PARK SQUARE NORTH**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
22	GUARDRAIL	33.62	LF	40.00	100.00	-	1,344.81	-	1,344.81
23	GUARDRAIL END PIECES	1.68	EA	275.00	100.00	-	462.28	-	462.28
24	SIDEWALK (4") (OFFSITE)	1,588.56	SF	5.50	100.00	-	8,737.08	-	8,737.08
25	SIDEWALK (6") (OFFSITE)	86.15	SF	7.50	100.00	-	646.14	-	646.14
26	ADA TACTILE SURFACES	43.71	SF	36.00	100.00	-	1,573.43	-	1,573.43
27	ASPHALT SAWCUT	830.00	LF	1.50	100.00	-	1,245.00	-	1,245.00
28	STRJPING & SIGNAGE	0.42	LS	69,881.00	100.00	-	29,367.76	-	29,367.76
29	MISCELLANEOUS	0.42	LS	5,500.00	100.00	-	2,311.40	-	2,311.40
30	SURVEYING	0.42	LS	38,500.00	100.00	-	16,179.77	-	16,179.77
Sub-total PAVING & GRADING							459,317.85	-	459,317.85
SWPPP									
1	SILT FENCE	1,588.56	LF	5.00	100.00	-	7,942.80	-	7,942.80
2	INLET FABRJCS	15.55	EA	65.00	100.00	-	1,010.71	-	1,010.71
3	ORAVEL BAGS AT INLETS	1.68	EA	100.00	100.00	-	168.10	-	168.10
4	GRAVEL ENTRANCE/EXIT	0.84	EA	1,750.00	100.00	-	1,470.89	-	1,470.89
Sub-total SWPPP							10,592.50	-	10,592.50
TOTAL ORIGINAL CONTRACT							1,662,411.20	-	1,662,411.20
CHANGE ORDERS									
CHANGE ORDER #1									
1	8" PVC C-900 (0'-6')	(501.78)	LF	44.96	100.00	-	(22,561.11)	-	(22,561.11)
2	8" PVC C-900 (6' - 8')	476.15	LF	48.96	100.00	-	23,313.08	-	23,313.08
3	MH(0'-6')	(0.84)	EA	2,192.00	100.00	-	(1,842.39)	-	(1,842.39)
4	MH(6'-8')	0.42	EA	2,657.00	100.00	-	1,116.61	-	1,116.61
5	DROP MH (6' - 8')	0.42	EA	3,409.00	100.00	-	1,432.65	-	1,432.65
6	6" MH CONNECTION	0.42	EA	324.00	100.00	-	136.16	-	136.16
7	CLEANING & TESTING	(25.64)	LF	1.75	100.00	-	(44.86)	-	(44.86)
Grand Total Change Order #1							1,550.14	-	1,550.14
CHANGE ORDER #2									
1	18" HDPE	38.24	LF	56.34	100.00	-	2,154.62	-	2,154.62
2	CB (48") (TYPE P) (#4700-6223)	(2.52)	EA	2,898.00	100.00	-	(7,307.37)	-	(7,307.37)
3	CB (48") (TYPE P) (#5120-6167)	(9.67)	EA	2,962.00	100.00	-	(28,630.21)	-	(28,630.21)
4	MH (48") (TYPE P) (#3 IOA)	(3.36)	EA	2,873.00	100.00	-	(9,659.11)	-	(9,659.11)
5	CB (42" RD) (TYPE P) (#4700-6223)	6.72	EA	2,469.00	100.00	-	16,601.71	-	16,601.71
6	CB (60" RD) (TYPE I) (#4700-6223)	4.20	EA	3,399.00	100.00	-	14,284.43	-	14,284.43
7	MH (42" RD) (TYPE P) (#3 IO A)	2.52	EA	2,477.00	100.00	-	6,245.81	-	6,245.81
8	MH (60" RD) (TYPE J) (#310 A)	0.84	EA	3,564.00	100.00	-	2,995.57	-	2,995.57
9	CI (42" RD) (TYPE P-5) (#5160-6310)	0.84	EA	3,201.00	100.00	-	2,690.46	-	2,690.46
10	CI (60" RD) (TYPE J-6) (#5160-6310)	0.84	EA	4,308.00	100.00	-	3,620.91	-	3,620.91
11	18" END CAP	0.42	EA	334.00	100.00	-	140.36	-	140.36
12	BAFFLES	2.10	EA	384.00	100.00	-	806.89	-	806.89
13	RIMS AND GRATES TO GRADE	0.42	EA	300.00	100.00	-	126.08	-	126.08
14	DENSITIES	0.42	EA	60.00	100.00	-	25.22	-	25.22
15	CLEANING STRUCTURES	0.42	EA	500.00	100.00	-	210.13	-	210.13
Grand Total Change Order #2							4,305.50	-	4,305.50
CHANGE ORDER #3									
1	16" X 16" TAPP. SLY. w/ 16" TAPP VALVE	(0.42)	EA	25,543.00	100.00	-	(10,734.54)	-	(10,734.54)
2	16" PLUG	(0.42)	EA	998.00	100.00	-	(419.41)	-	(419.41)

**Century Park Square CDD
Estimated Materials & Construction Costs
Phase 2 - CENTURY PARK SQUARE NORTH**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
3	6" DIP	20.17	LF	63.43	100.00	-	1,279.58	-	1,279.58
4	16" DIP	(4.20)	LF	127.41	100.00	-	(535.44)	-	(535.44)
5	8" X6" TEE	1.26	EA	594.00	100.00	-	748.89	-	748.89
6	6" GATE VALVE	1.26	EA	2,228.00	100.00	-	2,808.98	-	2,808.98
7	8" GATE VALVE	(1.26)	EA	3,226.00	100.00	-	(4,067.22)	-	(4,067.22)
8	FIRE HYDRANT ASSEMBLY PER WS 4 50 W/ GUARD POSTS	1.26	EA	6,069.00	100.00	-	7,651.56	-	7,651.56
9	ARV W/ 8" SADDLE	1.68	EA	3,179.00	100.00	-	5,343.95	-	5,343.95
10	16" JOINT RESTRAINTS	1.68	EA	877.00	100.00	-	1,474.25	-	1,474.25
11	CONCRETE SLAB PEROS 1,2 (4 EA-S' X 10' X S') & (EA-21' X S' X8")	153.39	SF	12.50	100.00	-	1,917.41	-	1,917.41
12	ASPHALT SAWCUT	(13.45)	LF	1.25	100.00	-	(16.81)	-	(16.81)
13	PAVEMENT RESTORATION	(3.74)	SY	45.00	100.00	-	(168.10)	-	(168.10)
14	CHLORINATING & TESTING	15.97	LF	1.50	100.00	-	23.95	-	23.95
15	DENSITIES	0.42	EA	60.00	100.00	-	25.22	-	25.22
16	REMOVE EXIST 16" PLUG & 2" FVO & CONNECT 16" DIP WM	0.42	EA	3,944.00	100.00	-	1,657.48	-	1,657.48
17	16" • 90 BEND DIP	0.84	EA	1,887.00	100.00	-	1,586.04	-	1,586.04
18	16" GATE VALVE	0.42	EA	14,370.00	100.00	-	6,039.05	-	6,039.05
19	16" PLUG w/ 2" F.V.O PER WS 1.61	0.42	EA	2,934.00	100.00	-	1,233.02	-	1,233.02
20	2" PVC CASING (QTY-18, L-7')	52.95	LF	26.16	100.00	-	1,385.22	-	1,385.22
21	MILL & PAVE (1" FC9 5)(ON 344th ST)	86.15	SY	22.60	100.00	-	1,947.04	-	1,947.04
Grand Total Change Order #3							19,180.12	-	19,180.12
TOTAL CHANGE ORDERS							25,035.76	-	25,035.76
TOTAL ORIGINAL CONTRACT & CHANGE ORDERS							1,687,446.96	-	1,687,446.96

OTHER COSTS									
1	Soft Cost and Contingency	15%	%	1,687,447	100.00	-	253,117.04	-	253,117.04
2	Water Conn. Fee (106 Townhomes @ 165 GPD)	17,490	GPD	1.39	100.00		24,311.10	-	24,311.10
3	Sewer Conn Fees (106 Townhomes @ 165 GPD)	17,490	GPD	5.60	100.00		97,944.00	-	97,944.00
4	Mobility Impact Fees for 106 Townhomes MDC 12/2023 - 12/2027 Rate	106	EA	8,112.00	100.00		859,872.00	-	859,872.00
Sub-total Other Costs							1,235,244.14	-	1,235,244.14
GRAND TOTAL							2,922,691.10	-	2,922,691.10

Summary of Century Park Square CDD Estimated Construction Costs			
Item Description	Cost		
	(\$)		
Roadway Improvements Including Miami-Dade Mobility Impact Fees for 106 Townhomes	1,389,000		
Stormwater Management and Drainage	370,000		
Water Distribution System, Including Water Connection Fees for 106 Townhomes	507,000		
Sanitary Sewer System, Including Connection Fees for 106 Townhomes	660,000		
Total	2,926,000		



MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

PREPARED FOR THE
**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

June 7, 2024

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Century Park Square Community Development District (the “District”) is a local unit of special purpose government located in unincorporated Miami-Dade County, Florida (the “County”) and in the City of Florida City (the “City”). The District was established by Ordinance No. 24-49 enacted on May 21, 2024 and effective on May 31, 2024 (collectively, the “Ordinance”). The Ordinance was enacted to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The District consists of approximately 28.45 gross acres and is partially located in the City and partially located the County. The planned development consists of two phases, Century Park Square planned to contain 200 townhome units (“Phase 1”) and Century Square Park North planned to contain 106 townhome units (“Phase 2”) (collectively the “Development”).

The District is co-terminus with the Development and the lands within the District are planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
Townhomes	306 Dwelling units
TOTAL	306 Dwelling units

This Master Special Assessment Methodology Report (the “Master Report”) provides the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds to be issued in one or more series (the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District, including, but not limited to, roadway improvements, including mobility impact fees, the surface water management and drainage system, the water distribution system, including connection fees, the wastewater collection system, including connection fees, and other related public improvements, as more particularly described in the hereinafter defined Engineer’s Report (collectively, the “Project”).

This Master Report equitably allocates the costs to be incurred by the District to provide the benefits of the Project to the developable lands within the Development as identified herein on **Exhibit A**. The improvements comprising the Project are described below and in the Engineer’s Report dated June 7, 2024, as may be amended and supplemented from time to time (the “Engineer’s Report”), which has been prepared by Alvarez Engineers, Inc. (the “District Engineer”).

Supplemental assessment methodology reports will be prepared for each series of Bonds that are to be issued, and will set forth the specific portion of the Project to be funded.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Bonds to finance all or portion of the acquisition and/or construction of the Project. The total cost of the Project is estimated to be approximately \$9,428,000. A detail of the Project costs is included herein on **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the District. The Project has been designed to be functional and confer direct and special benefits to the landowners within the District which direct and special benefits equal or exceed the costs of the Project. Any portion of the Project not financed through the issuance of Bonds will be paid for by Century Park Square, LLC, the developer of Phase 1, and Century Park Square North, LLC, the developer of Phase 2 (together, the “Developers”).

The acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described the Engineer’s Report.

The construction costs identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within the District. These special assessments are based on the direct, special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This Master Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide direct and special benefits to property as distinct from general benefits, (2) only against property which receives that direct and special benefit, (3) in proportion to the benefits received by such properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties within the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in the District, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the District receives a direct and special benefit from the proposed improvements.

- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the District cannot exceed the value of the direct and special benefits provided to such parcel.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable property within the District as a whole. The Project is intended to work as a total system which will provide direct and special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this Master Report each townhome residential unit will be assigned one (1.0) ERU. There are no other unit types planned at this time.

The special assessments will initially be levied across all the gross acreage in the District. The lien will shift to platted lots in the District, as represented in **Table F** upon platting on a first platted, first assigned basis.

The amount of the special assessments that will shift to platted lots is based on the schedule in **Table F**. Land that is sold in the District prior to platting will have a lien amount attached to the parcel that is equal to the development rights conveyed with such parcel and type of planned use. Special assessments will then be assigned in accordance with **Table F**. As platting occurs the special assessments will be assigned on a first platted first assigned basis to platted lots receiving property folio numbers, and allocated on an ERU basis as shown herein on **Table F**.

In addition to the special assessments imposed for debt service on the Bonds, the District will also levy an annual administrative assessment to fund the costs of operating and managing the District. As each residential dwelling unit will benefit equally from the operation and management of the District and the Project, the annual operation and management assessments will be allocated equally to each assessable lot or unit.

Given the District’s land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

6.0 FINANCING STRUCTURE

The estimated cost of the Project is approximately \$9,428,000. The construction program and the costs associated therewith are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the District. The total aggregate principal amount of the Bonds that may be issued by the District for the Project is approximately \$12,000,000. The proceeds of the Bonds will provide approximately \$9,428,000 for construction related costs. The sizing of the Bonds includes a debt service reserve fund, capitalized interest and issuance costs as shown on **Table B**. Please note the above referenced Bond sizing is a maximum amount used for this Master Report and the Developers may request the District to issue a lesser amount of Bonds that are less than those presented. The Bond debt allocations are shown on **Table D**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and benefits, shown herein on **Table C**, for the Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of \$12,000,000, at an assumed interest rate of 8.00%, the maximum annual debt service for the Bonds as shown herein on **Table E**, will be approximately \$1,065,929 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat, re-plat or sale of a parcel to determine the potential remaining assessable dwelling lots/units. The District shall, at the time a plat or re-plat or parcel sale is submitted to the County:

- A. Assume that the total number of assessable residential units being utilized as a basis for this assessment methodology is as described below, **Table 2** (“Total Assessable Lots/Units”).

Table 2 – Total Assessable Lots/Units for the District

Land Use Category	Unit
Townhomes	306 Dwelling units
TOTAL	306 Dwelling units

- B. Ascertain the number of assessable residential dwelling lots/units in the proposed plat or re-plat or parcel sale and all prior plats or parcel sales (“Planned Assessable Lots/Units”).
- C. Ascertain the current amount of potential remaining assessable dwelling lots/units (“Remaining Assessable Lots/Units”).

If the Planned Assessable Lots/Units are equal to the Total Assessable Lots/Units no action would be required at that time. However, if the sum of the Planned Assessable Lots/Units and the Remaining

Assessable Lots/Units are less than an estimated number reflected in **Table 2**, the Developers will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds plus accrued interest such that the amount of non-ad valorem assessments allocated to each Planned Assessable Lot does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable Lots/Units and Remaining Assessable Lots/Units not changed from what is represented in **Table 2**. Conversely, if the Planned Assessable Lots/Units and Remaining Assessable Lots/Units of the residential lots/units is greater than the Total Assessable Lots/Units, then, there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up mechanism described in this Master Report. It is the responsibility of the landowner of record to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into the District which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the District will include the land uses in **Table 2**.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, Consultants and/or the Developers. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Century Park Square Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Century Park Square Community Development District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

	TOTAL
ROADWAYS	\$ 4,298,000
STORMWATER MANAGEMENT SYSTEM	\$ 1,249,000
WATER DISTRIBUTION SYSTEM	\$ 1,700,000
SANITARY SEWER SYSTEM	\$ 2,181,000
TOTAL	\$ 9,428,000

TABLE B

BOND SIZING

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

	BOND SIZING
Par Amount*	\$ 12,000,000 *
Debt Service Reserve Fund (DSRF)	\$ (1,065,929)
Capitalized Interest	\$ (960,000)
Issuance Costs	\$ (546,071)
Construction Funds	\$ 9,428,000
Bond Interest Rate	8.00%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
TOWNHOMES	306	1.000	306.00	\$ 9,428,000	\$ 30,810
TOTAL	306	N/A	306.00	\$ 9,428,000	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Bond Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit*
TOWNHOMES	306	1.000	306.00	\$ 12,000,000	\$ 39,216
TOTAL	306	N/A	306.00	\$ 12,000,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

	Bond Debt
1 Maximum Annual Debt Service	\$ 1,065,929.20
2 Maximum Annual Debt Service Assessment to be Collected	\$ 1,133,967.23 *
3 Total Number of Gross Acres	28.45
4 Maximum Annual Debt Service per Gross Acre	\$39,858.25
5 Total Number of Residential Units Planned	306
6 Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
TOWNHOMES	306	1.000	306.00	\$ 1,133,967	\$ 3,706
TOTAL	306	N/A	306.00	1,133,967	\$ 1,133,967

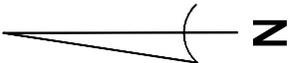
*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
Exhibit A	28.45	\$ 39,858.25	\$ 421,792.62	\$ 12,000,000
TOTALS		N/A	N/A	\$ 12,000,000

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.



DISTRICT BOUNDARIES

THEO. SW 342 STREET
(THEO. NW 2 STREET)

Phase 2

CENTURY PARK SQUARE NORTH
106 TOWNHOMES

THEO. SW 190 AVENUE

SW 344 STREET
(PALM DRIVE / STATE ROAD No. 9336)

Phase 1

CENTURY PARK SQUARE
200 TOWNHOMES

THEO. SW 346 LANE

THEO. SW 189 AVENUE

SW 192 AVENUE (TOWER ROAD / STATE ROAD No. 9336)

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION NO. 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$12,000,000 AGGREGATE PRINCIPAL AMOUNT OF CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE COSTS OF DESIGN, ACQUISITION AND CONSTRUCTION OF THE PROJECT (AS DEFINED HEREIN), PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*, AS AMENDED; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO SERVE AS TRUSTEE; APPROVING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORMS ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), OF THE CITY OF FLORIDA CITY, FLORIDA, OF MIAMI-DADE COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Century Park Square Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), created by Ordinance No. 24-49 of the Board of County Commissioners of Miami-Dade County, Florida, enacted on May 21, 2024 and effective on May 31, 2024;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and construction costs of certain public infrastructure improvements to be located in or for the benefit of developable lands within the District including, but not limited to, roadway improvements, and the payment of road impact fees, stormwater management and drainage facilities, a water distribution system, including the payment of connection fees, a sanitary collection system, including the payment of connection fees; and all related soft and incidental costs, pursuant to the Act, all as set forth in **Schedule “I”** hereto (collectively, the “Project”);

WHEREAS, the District desires to authorize the issuance of not to exceed \$12,000,000 aggregate principal amount of its Century Park Square Community Development District Special Assessment Bonds, in one or more series (collectively, the “Bonds”), in order to pay all or a portion of the costs of design, acquisition and construction of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the public infrastructure improvements on District lands and , if applicable, certain adjacent lands the improvement of which will specially benefit certain District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), *Florida Statutes*;

NOW, THEREFORE, BE IT RESOLVED by Century Park Square Community Development District, as follows:

Section 1. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$12,000,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Project; (ii) fund debt service reserve accounts for each series of bonds so issued, if applicable; (iii) fund capitalized interest for the Bonds, if so required; and (iv) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1) of the Act, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), of the City of Florida City, Florida (the “City”), of Miami-Dade County, Florida (the “County”), or of the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Project or sold at public or private sale, as provided in Section 190.016(1), *Florida Statutes*, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$12,000,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in a minimum principal denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

- (iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in one or more resolutions adopted by the District prior to the issuance and delivery of the Bonds of any series;
- (iv) shall be payable in not more than 30 annual installments of principal; and
- (v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds of any series. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as composite **Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, *Florida Statutes*, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the "Board") of the District (each individually a "Designated Member") and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the District and to attest the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Execution and Delivery of Master Trust Indenture and Supplemental Trust Indenture. The District does hereby authorize and approve the execution by the Chairperson or Vice Chairperson and any Designated Member and the delivery of a Master Trust Indenture and a Supplemental Trust Indenture (collectively, the "Indenture") for the Bonds, each between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the forms thereof attached hereto and marked composite **Exhibit "A"** and are hereby approved, with such modifications, additions, deletions, filling in of blanks or other changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any such changes therein from the forms of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Appointment of Trustee. The District hereby appoints U.S. Bank Trust Company, National Association to act as trustee under the Indenture (the “Trustee”). The Trustee shall also serve as the paying agent, registrar and authenticating agent under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for Miami-Dade County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), *Florida Statutes*. The Chairperson, Vice Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District and the District’s underwriter are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as defined in the Indenture) or any other principal landowners, and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. Bond Anticipation Notes. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance all or a portion of the costs of the Project. The District shall by proper proceedings authorize the issuance

and establish the details of such BANs pursuant to the provisions of Section 190.014, *Florida Statutes*, as amended, and other applicable provisions of laws.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series of Bonds, fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson, the Vice Chairperson or a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

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PASSED in Public Session of the Board of Supervisors of Century Park Square Community Development District, this 7th day of June, 2024.

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Name:

Title: Chairperson/Vice Chairperson,
Board of Supervisors

By: _____

Name:

Title: Secretary/Assistant Secretary,
Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

Roadway improvements, and the payment of road impact fees;

Stormwater management and drainage facilities;

A water distribution system, including the payment of connection fees,

A sanitary collection system, including the payment of connection fees; and

All related soft and incidental costs.

As more particularly set forth in the Engineer's Report Infrastructure Improvements dated June 7, 2024, prepared by Alvarez Engineers, Inc., as such report may be supplemented and/or amended from time to time.

EXHIBIT A
FORMS OF MASTER TRUST INDENTURE
AND
SUPPLEMENTAL TRUST INDENTURE

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE IMPROVEMENTS TO BE CONSTRUCTED, A PORTION OF WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE APPORTIONED; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING CERTAIN LANDS IN THE DISTRICT UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF THE SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Century Park Square Community Development District (the “District”) hereby determines to construct and/or acquire certain public improvements (the “Improvements”) described in the District’s Engineer’s Report dated June 7, 2024, as amended and as may be further revised, prepared by Alvarez Engineers, Inc. (the “Engineer’s Report”), and in the plans and specifications available for review at the offices of Special District Services, Inc., located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”);

WHEREAS, the District is empowered by Chapters 170, 190 and 197, *Florida Statutes*, to refinance, finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the special assessments (as defined below);

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (“Special Assessments”) against the assessable lands within the District;

WHEREAS, the District hereby determines, based on the findings in the Engineer’s Report, that benefits will accrue to the property improved, the amount of those benefits, and that the Special Assessments will be made in proportion to the benefits received as set forth in the District’s Master Special Assessment Methodology Report dated June 7, 2024, as amended and as may be further revised, prepared by Special District Services, Inc. (the “Master Report”), a copy of which is available for review in the District Offices, for the assessable lands in the District;

WHEREAS, the District hereby determines that the Special Assessments to be levied will not exceed the benefits to the property so improved;

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. The Special Assessments shall be levied to defray a portion of the costs of the Improvements.

Section 3. The nature of the Improvements generally consists of, but not necessarily limited to, offsite and onsite roadway improvements including the payment by the District of road impact fees, stormwater management system, water distribution system including the payment by the District of related connection charges, sanitary sewer system including the payment by the District of related connection charges and other related improvements, all as described more particularly in the Engineer's Report and the plans and specifications available for review in the District Offices.

Section 4. The general locations of the Improvements are within parcels of land in the District consisting of approximately 28.45 gross acres lying partially within unincorporated Miami-Dade County and partially within the limits of the City of Florida City (the "City"), in an area bounded by Theoretical SW 189 Avenue on the east, Theoretical SW 346 Lane on the south, SW 192 Avenue (Tower Road/S.R. 9336) on the west, and Theoretical SW 342 Street (Theo. NW 2 Street) on the north.

Section 5. The estimated cost of the Improvements is approximately \$9,428,000.00 (hereinafter referred to as the "Estimated Cost") based on the Engineer's Report.

Section 6. The Special Assessments will defray approximately \$12,000,00.00, which includes all or a portion of the Estimated Cost, plus financing related costs, capitalized interest and a debt service reserve requirement.

Section 7. The manner in which the Special Assessments shall be apportioned and paid is contained within the Master Report. Initially, the Special Assessments will be levied on a per acre basis since the Improvements increase the value of all the lands in the District. On and after the date the benefited lands within the District are specifically platted, the Special Assessments will be levied on a per unit/lot basis. Until such time all benefited lands within the District are specifically platted, the manner by which the Special Assessments will be imposed shall be a combination of a per acre basis and a per unit basis all in accordance with the Master Report.

Section 8. The Special Assessments shall be levied on all lots and lands, within the District which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated on the assessment plat and/or assessment roll referenced in the Master Report.

Section 9. There is on file in the District Offices an assessment plat showing the area to be assessed, with the plans and specifications describing the proposed Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 10. The District Manager is hereby authorized and directed to cause to be made a preliminary assessment roll, as promptly as possible, which shall show the lots and lands to be assessed, the amount of benefit to and the Special Assessment against each lot or parcel of land and the number of annual installments into which the Special Assessment is divided.

Section 11. Commencing with the year in which the District incurs obligations for the payment of a portion of the Estimated Cost of the Improvements which are acquired and/or constructed by the District, the Special Assessments shall be paid in not more than thirty (30) annual installments (not counting any capitalized period) payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, *Florida Statutes*; provided, however, that in the event the non-ad valorem assessment method of collecting the Special Assessments is not available to the District in any year, or the District determines not to utilize the uniform method of collection described in Chapter 197, *Florida Statutes*, the Special Assessments may be collected in such manner as is otherwise permitted by law.

Section 12. Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Special Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

Section 13. Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this resolution to be published twice in a newspaper of general circulation within Miami-Dade County.

Section 14. In the event this Resolution conflicts with any other Resolution of the District, this Resolution shall govern and the conflicting Resolution shall be repealed to the extent of such conflict.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON AUGUST 13, 2024 AT 11:15 A.M TO BE HELD IN THE CONFERENCE ROOM LOCATED AT CENTURY HOMEBUILDERS GROUP, LLC, 1805 PONCE DE LEON BOULEVARD, UNIT #100, CORAL GABLES, FLORIDA 33134, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PURSUANT TO CHAPTERS 170, 190, AND 197, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Century Park Square Community Development District (the “District”) has adopted Resolution No. 2024-13 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of certain proposed infrastructure improvements to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties within the boundaries of the District; and

WHEREAS, the Initial Assessment Resolution provides for the estimated cost of the proposed infrastructure improvements to be defrayed by the non-ad valorem special assessments and provides further for the manner in which such assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the assessment shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

WHEREAS, the Initial Assessment Resolution further provides for notice and conduct of a public hearing to consider the advisability and propriety of the non-ad valorem special assessments and the related infrastructure improvements; and

WHEREAS, pursuant to the Initial Assessment Resolution a preliminary assessment roll has been prepared and all of the conditions precedent (as set forth in applicable provisions of *Florida Statutes*, Chapters 170, 190 and 197, pertaining to the notice and conduct of the aforementioned Public Hearing) have been satisfied and all related documents are available for public inspection in the offices of Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”).

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. There is hereby declared to be a public hearing to be held on August 13, 2024 at 11:15 a.m. in the Conference Room located at Century Homebuilders Group, LLC, 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134, for the purpose of hearing questions, comments and objections to the proposed non-ad valorem special assessments and the related infrastructure improvements as described in the preliminary assessment roll and in plans and specifications, copies of which are available for public inspection in the District Offices.

Affected persons may either appear at the hearing or submit their written comments prior to the meeting to the District Offices.

Section 3. Notice (substantially in the form attached hereto as Exhibit “A”) of said hearing shall be advertised in accordance with Chapters 170, 190, and 197 *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Miami-Dade County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

EXHIBIT “A”

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors (the “Board”) of the Century Park Square Community Development District (the “District”), located within Miami-Dade County, Florida, will conduct a Public Hearing to consider adoption of an assessment roll and the imposition of special assessments against certain properties within the boundaries of the District. The general location of the area where proposed public infrastructure improvements to be improved and assessed is located within parcels of land in the District consisting of approximately 28.45 gross acres lying partially within unincorporated Miami-Dade County and partially within the limits of the City of Florida City (the “City”), in an area bounded by Theoretical SW 189 Avenue on the east, Theoretical SW 346 Lane on the south, SW 192 Avenue (Tower Road/S.R. 9336) on the west, and Theoretical SW 342 Street (Theo. NW 2 Street) on the north.

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the proposed improvements generally consists of, but are not necessarily limited to, onsite and offsite roadway improvements including the payment by the District of road impact fees, stormwater management system, water distribution system including the payment by the District of connection charges relating thereto, sanitary sewer system including the payment by the District of connection charges relating thereto and other related improvements, all as described more particularly in the District’s Engineer’s Report dated and accepted June 7, 2024, as may be further revised, prepared by Alvarez Engineers, Inc. (the “Engineer’s Report”), and the plans and specifications on file in the offices of Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of assessable property is set forth in the Master Special Assessment Methodology Report, dated and accepted June 7, 2024, as may be further revised, prepared by Special District Services, Inc., (the “Master Report”) on file in the District Offices.

A Public Hearing to receive comments from affected property owners as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held in conjunction with the Regular Board Meeting on August 13 2024 at 11:15 A.M. in the Conference Room located at Century Homebuilders Group, LLC, 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134.

All affected property owners have a right to appear at the Public Hearing and the right to file written objections with the District within twenty (20) days of the publication of this Notice.

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

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact the District Manager at 786-313-3661 and/or 877-737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

RESOLUTION NO. 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) EXPRESSING THE INTENT OF THE DISTRICT TO USE THE UNIFORM METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, *FLORIDA STATUTES*; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE DISTRICT'S JURISDICTIONAL BOUNDARIES THAT MAY OR SHALL BE SUBJECT TO THE LEVY OF DISTRICT NON-AD VALOREM ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 197, *Florida Statutes*, provides for the usage by Century Park Square Community Development (“District”) of a uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, Chapter 197, *Florida Statutes*, sets forth certain requirements which must be met by the District in order to use said uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, in accordance with Section 197.3632, *Florida Statutes*, the District will cause to be published in a newspaper of general circulation within the county within which the District is located, weekly for four (4) consecutive weeks prior to the date of the public hearing a notice of the District's intent to hold a public hearing on August 13, 2024, at 11:15 a.m. in the Conference Room located at Century Homebuilders Group, LLC, 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134, for the purpose of advising the public of the District's intention to adopt and use the Chapter 197, *Florida Statutes*, uniform method of levying, collecting and enforcing non-ad valorem assessments; and

WHEREAS, the Board of Supervisors (“Board”) of the District have determined that it is in the best interest of the District for the District to elect to use the uniform method of levying, collecting and enforcing non-ad valorem assessments as provided in Section 197.3632, *Florida Statutes*.

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. The uniform method of levying, collecting and enforcing non-ad valorem assessments as authorized by Section 197.3632, *Florida Statutes*, is hereby considered for

adoption and usage by the District.

Section 3. Non-ad valorem assessments will in the future be required to be assessed and levied by the District in order to provide necessary funds for one or more of the following reasons:

- (a) Satisfying the lawful debt obligations of the District, and/or
- (b) Financing, constructing, maintaining and servicing the Improvements of the District, and/or
- (c) The operation of the District, and/or
- (d) Such other lawful purposes which the District is empowered to provide as authorized by law.

Section 4. The uniform method of levying, collecting and enforcing non-ad valorem assessments now and in the future, if so required, shall, to the extent authorized by law, apply to all lands located within the jurisdictional boundaries of the District, as said jurisdictional boundaries are described in attached Exhibit "A" which is incorporated herein and made a part hereof.

Section 5. That a certified copy of this Resolution, together with Exhibit "A" attached thereto, shall be promptly forwarded to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector and the Florida Department of Revenue.

PASSED, ADOPTED and BECOMES EFFECTIVE this 7th day of June, 2024.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

EXHIBIT A

**LEGAL DESCRIPTION
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**

**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION**

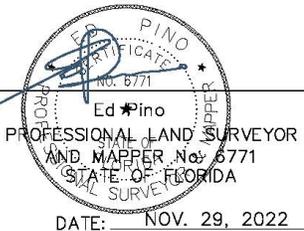
LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY



American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors



266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

LB 6683

MEMORANDUM

TO: District Manager

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

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy 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. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—**

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.