



**CENTRAL PARC
COMMUNITY DEVELOPMENT
DISTRICT**

SARASOTA COUNTY

**REGULAR BOARD MEETING
NOVEMBER 21, 2023
2:00 P.M.**

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

www.centralparccdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
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AGENDA
CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT
19503 S. West Villages Parkway
Meeting Room across from Suite A14
Venice, Florida 34293
REGULAR BOARD MEETING
November 21, 2023
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat New Board Member
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public
- H. Approval of Minutes
 - 1. September 28, 2023 Regular Board Meeting & Public Hearing Minutes.....Page 2
- I. Old Business
- J. New Business
 - 1. Consider Approval of led Lighting Agreement between the District and FPL.....Page 7
 - 2. Consider Approval of 2-Year Auditor Renewal Option – Grau & Associates.....Page 12
- K. Administrative Matters
- L. Staff Reports
 - 1. District Manager
 - 2. District Counsel
 - 3. District Engineer
- M. Comments from the Public for Items Not on the Agenda
- N. Board Members Comments
- O. Adjourn

?CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Central Parc Community Development District (the District) will hold a Regular Board Meeting (the Meeting) on November 21, 2023, at 2:00 p.m. in the offices of Special District Services, Inc. located at 19503 S. West Villages Parkway, in a Meeting Room across from Suite A14, Venice, Florida 34293. The Meeting is being held for the necessary purpose of addressing any agenda items which may properly come before the Board.

A copy of the agenda for this Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293, or by contacting the District Manager at 941-244-2805 and/or toll free at 1-877-737-4922 during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time and place to be specified on the record at the Meetings.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. If you are hearing and speech impaired, please contact the Florida Relay Services by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Managers office.

Anyone requiring assistance in order to obtain access to the Meeting should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Managers office at least forty-eight (48) hours in advance so that arrangements may be made.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a verbatim record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be made.

District Manger

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

www.centralparccdd.org

PUBLISH: SARASOTA HERALD TRIBUNE 11/10/23

#9496556

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
SEPTEMBER 28, 2023**

A. CALL TO ORDER

The Regular Board Meeting of the Central Parc Community Development District (the “District”) was called to order at 2:04 p.m. in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald Tribune* on September 12, 2023, and September 19, 2023, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Mark Gerenger	Present
Vice Chairman	James Blucher	Present
Supervisor	Jonathan Hunter	Absent
Supervisor	Sean Landers	Present

Staff in attendance were:

Michelle Krizen	District Manager	Special District Services, Inc.
Kate John (via phone)	District Counsel	Kutak Rock LLP
Peter Van Buskirk (via phone)	District Engineer	Kimley-Horn

D. ADDITIONS OR DELETIONS TO THE AGENDA

There was a consensus of the Board to add a discussion regarding the vacancy on the Board under New Business.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. APPROVAL OF MINUTES

1. June 20, 2023, Regular Board Meeting

A **motion** was made by Mr. Blucher seconded by Mr. Landers and passed unanimously approving the minutes of the June 20, 2023, Regular Board Meeting, as presented.

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously recessing the Regular Board Meeting and opening the Public Hearing.

G. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Sarasota Herald Tribune* on September 12, 2023, and September 19, 2023, as legally required.

2. Consider Resolution No. 2023-04 – Resetting the Public Hearing Date and Adopting a Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-04 was presented, entitled:

RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2023-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2023/2024 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

It was explained that this resolution ratifies the actions of staff with the direction of the Chair to readvertise and reschedule the Public Hearing due to unforeseen events as well as the adoption of the budget.

A **motion** was made by Mr. Gerenger, seconded by Mr. Blucher and passed unanimously adopting Resolution No. 2023-04, as presented.

3. Receive Public Comment on Fiscal Year 2023/2024 Final Budget

There was no public comment on the Fiscal Year 2023/2024 Final Budget.

4. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-05 was presented, entitled:

RESOLUTION 2023-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adopting Resolution No. 2023-05, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Fiscal Year 2023/2024 Budget Funding Agreement

A **motion** was made by Mr. Gerenger, seconded by Mr. Blucher and passed unanimously approving the Fiscal Year 2023/2024 Budget Funding Agreement, as presented.

2. Consider Resolution No. 2023-06 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Resolution No. 2023-06 was presented, entitled:

RESOLUTION NO. 2023-06

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

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adopting Resolution No. 2023-06, as presented.

3. Consider Resolution No. 2023-07 – Adopting a Fiscal Year 2022/2023 Amended Budget

Resolution No. 2023-07 was presented, entitled:

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher and passed unanimously adopting Resolution No. 2023-07, as presented.

4. Discussion Regarding Vacancy on the Board

A **motion** was made by Mr. Landers, seconded by Mr. Blucher and passed unanimously appointing Rebecca Anderson Caspari to the vacant seat on the Board.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

K. STAFF REPORTS

1. District Manager

The next meeting is scheduled for October 17, 2023, at 2:00 p.m.

2. District Counsel

Ms. John had nothing to report but was available for questions. Mr. Gerenger asked some bond related questions. Ms. John stated that a follow-up e-mail or phone call would be best to get the answers.

Mr. Gerenger questioned how the Board Members would transition if some parcels or properties were sold. The Board Seats expire in 2024 and 2026. A landowner election would be held when the term expires.

3. District Engineer

There were no further updates from the District Engineer.

L. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

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

M. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adjourning the meeting at 2:25 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Pole Description	# Installed	# Removed
Green Washington	142	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): 7429' of conduit and 61 HH

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$529.90. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

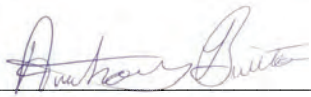
Central Park Community Development District
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Anthony Brito
(Print or type name)

Title: **FPL LT-1 Representative**

November 21, 2023

RE: Central Parc Auditor Renewal

At the August 31, 2021 Central Parc Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2020, 9-30-2021 and 9-30-2022 year end audits of the District with an option to perform the 9-30-2023 and 9-30-2024 audit.

The fees for the 9-30-2020 audit were \$3,400. The fees for the 9-30-2021 audit were \$3,500. And the fees for the 9-30-2022 audit were \$3,600. The proposed fee for the 9-30-2023 audit is \$3,700, which is less than the budgeted amount for audit fees for Fiscal Year 2023/2024. And the proposed fee for the 9-30-2024 audit is \$3,800.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2023 and 9-30-2024 audits for Grau & Associates.

Special District Services, Inc.