



**CENTURY GARDENS AT TAMAMI  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
JUNE 29, 2026  
6:15 P.M.**

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

[www.centurygardenstamiamicdd.org](http://www.centurygardenstamiamicdd.org)

305.777.0761 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CENTURY GARDENS AT TAMIAMI**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Gardens by the Hammocks Clubhouse Meeting Room  
15080 S.W. 116<sup>th</sup> Terrace, Miami  
Florida 33196  
**REGULAR BOARD MEETING**  
**June 29, 2026**  
**6:15 p.m.**

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## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57868	IPL0285581	Legal Ad - IPL0285581		1.0	81.0L

ATTENTION: Century Gardens at Tamiami CDD IP  
 2501A Burns Road  
 Palm Beach Gardens, FL 33410  
 larcher@sdsinc.org

**CENTURY GARDENS AT  
 TAMIAMI COMMUNITY  
 DEVELOPMENT DISTRICT  
 FISCAL YEAR 2025/2026  
 REGULAR MEETING SCHEDULE  
 NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Century Gardens at Tamiami Community Development District** (the "District") will hold Regular Meetings in the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116th Terrace, Miami, Florida 33196 at **6:15 p.m.** on the following dates:

- November 17, 2025**
- February 24, 2026**
- March 23, 2026**
- April 28, 2026**
- June 29, 2026**
- August 24, 2026**

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 305-777-0761 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 305-777-0761 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 notice.

**CENTURY GARDENS AT  
 TAMIAMI COMMUNITY  
 DEVELOPMENT DISTRICT**  
 www.centurygardensatamiamicdd.org  
**PUBLISH: MIAMI HERALD**  
**11/07/25**  
 IPL0285581  
 Nov 7 2025

PUBLISHED DAILY  
 MIAMI-DADE-FLORIDA

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

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

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

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 11/07/25 Print

[Print Tearsheet Link](#)

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*Amy Robbins*



Amy Robbins

*Sherry J Chasteen*



Sworn to and subscribed before me on

Nov 7, 2025, 9:12 AM EST



Online Notary Public. Notarization facilitated by SIGNiX®

**CENTURY GARDENS AT  
TAMIAMI COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026**

**REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Century Gardens at Tami-ami Community Development District** (the "District") will hold Regular Meetings in the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116th Terrace, Miami, Florida 33196 at **6:15 p.m.** on the following dates:

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**CENTURY GARDENS AT  
TAMIAMI COMMUNITY  
DEVELOPMENT DISTRICT**  
www.centurygardenstamiamicdd.org  
**PUBLISH: MIAMI HERALD**  
**11/07/25**  
IPL0285581  
Nov 7 2025

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
SEPTEMBER 22, 2025**

**A. CALL TO ORDER**

The September 22, 2025, Regular Board Meeting of the Century Gardens at Tamiami Community Development District (the “District”) was called to order at 6:19 p.m. in the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116<sup>th</sup> Terrace, Miami, Florida 33196.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Herald* on October 18, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mrs. Perez determined that the attendance of Chairman Ramon Javier, Vice Chairman Cristofer Romero and Supervisor Tarik Djemil constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present was Julia Barrios, the HOA Property Manager.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Mrs. Perez advised of the addition of Consider Industrial Shadeports’ Estimate #3846 for Shade Sail at Clubhouse Park under New Business.

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

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

**F. APPROVAL OF MINUTES**

**1. June 2, 2025, Special Board Meeting**

Mrs. Perez presented the minutes of the June 2, 2025, Special Board Meeting.

A <b>MOTION</b> was made by Supervisor Romero, seconded by Supervisor Javier and passed unanimously approving the minutes of the June 2, 2025, Special Board Meeting, as presented.
---

**G. NEW BUSINESS**

**1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Mrs. Perez presented Resolution No. 2025-05, entitled:

**RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez read the title of the resolution into the record noting the following meeting dates with a scheduled start time of 6:15 p.m.:

~~October 27, 2025~~  
February 24, 2026 *Propose Budget*  
March 23, 2026  
April 28, 2026 *Final Budget*  
June 29, 2026  
August 24, 2026

The Board requested the removal of the October date from the meeting schedule.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Djemil and unanimously passed adopting Resolution No. 2025-05, as amended.

**2. Consider Resolution No. 2025-06 – Adopting an Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website and Authorizing Signatories**

Mrs. Perez presented Resolution No. 2025-06, entitled:

**RESOLUTION 2025-06**

**A RESOLUTION OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE**

Mrs. Perez presented the Miami-Dade County Advertisement Interlocal Agreement and explained that the District requires publications and the costs associated with them. She added that due to the closing of the *Miami Daily Business Review*, the District has had to advertise in *The Miami Herald*. She indicated that a standard publication cost with *The Miami Herald* was well in excess of the cost typically paid in the past.

This higher cost prompted Special District Services' management team to seek an alternative for publications. Mrs. Perez stated that her office had been in communication with the Miami-Dade County (the "County") Communications and it was determined that advertising on the County's website was an option for the. This has resulted in the County's attorney review and authorization of the District entering into an Interlocal

Agreement with Community Development Districts. This is a great accomplishment that will save the District considerable costs for publications and will cost approximately \$707.00 annually. The ILA has been reviewed by District Counsel and has been deemed acceptable. Miami-Dade County is now requesting that the Board allocate authorized signers; therefore, District Counsel has prepared the presented resolution for the Board's consideration. Ms. Wald elaborated on the process.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Javier and passed unanimously adopting Resolution No. 2025-06, as presented.

**3. Consider Proposal for Hammocks Boulevard Park Pressure Cleaning, Repair and Painting**

Proposals were presented for Board consideration.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Javier and passed unanimously approving the proposal from Elite Property Services in the amount of \$4,800 for the Hammocks Boulevard Park pressure cleaning, repair and painting, as presented.

**4. Consider Proposal for Pressure Cleaning, Repair and Painting of Clubhouse Pool Columns**

Proposals were presented for the Board's review and consideration.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Javier and passed unanimously approving the Elite Property Services' proposal in the amount of \$2,600 for the pressure cleaning, repair and painting of the Clubhouse pool columns, as presented.

It was requested that District Counsel prepare one agreement for the above #3 and #4 jobs, since the same contractor was selected for both the park and the Clubhouse.

**5. Consider Resolution No. 2025-07 – Adopting a Fiscal Year 2024/2025 Amended Budget**

Mrs. Perez presented Resolution No. 2025-07, entitled:

**RESOLUTION NO. 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMAMI COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez explained, as done every year, for administrative and statutory requirements and will serve as the Board's final approval/ratification of the District's expenditures for fiscal year 2024/2025.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Djemil and unanimously passed adopting Resolution No. 2025-06, as presented.

**6. Consider Resolution No. 2025-08 – Goals and Objectives Annual Report**

Mrs. Perez presented Resolution No. 2025-08, entitled:

**RESOLUTION 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Wald provided an overview of the resolution.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Djemil and passed unanimously adopting Resolution No. 2025-08, as presented.

**7. Consider Resolution No. 2025-09 – Resetting Public Hearing for Fiscal Year 2025/2026 Final Budget**

Mrs. Perez presented Resolution No. 2025-09, entitled:

**RESOLUTION NO. 2025-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2025-04 TO RESET THE DATE OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENTS ON THE ADOPTION OF THE FISCAL YEAR 2025/2026 PROPOSED BUDGET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Djemil and passed unanimously adopting Resolution No. 2025-09, as presented.

**8. Consider Proposal for Gym Equipment Gravity Elliptical Machines**

Ms. Barrios provided the Gravity Elliptical Machine proposal and was provided under separate cover for Board consideration. Ms. Barrios provided an overview of the information and addressed the Board’s questions.

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously approving the Fitness Smith proposal in the amount of \$8,750 for the purchase and installation of two (2) Gravity Elliptical Machines, inclusive of warranty and for the removal of the exiting elliptical machines.

**9. Consider Industrial Shadeports Estimate #3846 for Shade Sail at Clubhouse Park**

Ms. Barrios provided the Industrial Shadeports Estimate #3846 under separate cover for Board consideration.

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Javier and passed unanimously approving the Industrial Shadeports’ Estimate #3846 in the amount of \$1,800 for the shade sail at the Clubhouse Park, as presented.

*Mrs. Perez the recessed the Regular Board Meeting and simultaneously called to order the Public Hearing.*

**H. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on September 2, 2025, and September 9, 2025, as legally required.

**2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget**

Mrs. Perez opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2025/2026 final budget and non-ad valorem special assessments.

There being no comments from the public, the public comment portion of the hearing was closed.

**3. Consider Resolution No. 2025-10 – Adopting a Fiscal Year 2025/2026 Final Budget**

Mrs. Perez presented Resolution No. 2025-10, entitled:

**RESOLUTION NO. 2025-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and unanimously passed adopting Resolution No. 2025-10, as presented.

*There being no further Final Budget and assessments business to conduct, Mrs. Perez adjourned the Public Hearing and simultaneously reconvened the Regular Board Meeting.*

**I. OLD BUSINESS**

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

**J. CONSIDER RATIFICATIONS AND APPROVALS**

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously ratifying and approving the above Items J(a) through J(e), as presented.

**K. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Consider Ratification of Clubhouse Expenditures**

Presented in the meeting book were the Clubhouse expenditures from October 2024 through August 2025 for Board ratification.

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously ratifying and approving the Clubhouse expenditures, as presented.

## 2. Consider Acceptance of 2025 Engineer's Report

Mrs. Perez presented the Annual Engineer's Report, which was provided in the meeting book for the Board's review.

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and unanimously passed accepting and receiving the District's 2025 Annual Engineer's Report, as presented.

### L. PROPERTY MANAGER UPDATES

#### 1. Property Manager Report

Ms. Barrios provided the Property Manager's Report under separate cover for Board review and went over the same. She elaborated on the status of the Pool & Spa Permit renewal.

### M. DISTRICT COUNSEL REPORT

#### 1. Legislative Update

Ms. Wald went over the update and addressed the Board's questions.

### N. BOARD MEMBER & STAFF CLOSING COMMENTS

Mrs. Perez reminded the Board of the requirement to complete four (4) hours of annual ethics training to comply with the 2025 Form 1, due by July 1, 2026. She indicated that the hours must be completed no later than December 31, 2025, noting that links to two training sessions were available on the District's website.

### O. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Javier, seconded by Supervisor Romero and passed unanimously adjourning the meeting at 6:39 p.m.

---

Secretary/Assistant Secretary

---

Chairperson/Vice Chairperson

**FOURTH AMENDMENT TO AMENITY SERVICES AGREEMENT  
(Hammocks at the Gardens Club)**

**THIS FOURTH AMENDMENT TO AGREEMENT (“Fourth Amendment”)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between:

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33401 (the “District”), and

**CASTLE MANAGEMENT, LLC** a Florida limited liability company, having its principal address at 12270 SW 3<sup>rd</sup> Street, Suite 200, Plantation, Florida 33325 and mailing address at 2301 N Greenville Ave, 4<sup>th</sup> Floor, Richardson, Texas 75082 (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the District entered into an Amenity Services Agreement (Hammocks at the Gardens Club) with Contractor, dated December 19, 2018, a First Amendment to Amenity Services Agreement (Hammocks at the Gardens Club), dated July 1, 2021, a Second Amendment to Amenity Services Agreement (Hammocks at the Gardens Club), dated June 23, 2022, and a Third Amendment to Amenity Services Agreement (Hammocks at the Gardens Club), dated February 26, 2025 (collectively, the “Agreement”); and

**WHEREAS**, the parties desire to amend the Agreement to reflect an increase in the hourly rate of the Property Manager in the amount of \$2.48, to ratify and approve the increased payroll amounts charged during 2025 through 2026, and to authorize such rate increase effective as of January 1, 2026, with partial retroactive application, all as set forth in the revised Castle Group Part-time Property Manager Table attached hereto and made a part hereof as Exhibit A-3; and

**WHEREAS**, at its public meeting on \_\_\_\_\_, 2026, the District’s Board of Supervisors authorized the proper District officials to enter into this Fourth Amendment to the Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2.** Effective January 1, 2026, the breakdown of annual staffing costs set forth

in Exhibit A-2 of the Third Amendment, as part of the Contractor's Proposal, is hereby superseded and replaced by the breakdown of annual staffing costs attached hereto and incorporated herein as Exhibit A-3. The Contractor's compensation for the Property Manager position shall be determined in accordance with the staffing costs reflected in Exhibit A-3.

**Section 3.** This Fourth Amendment shall be effective upon execution by the parties retroactively to January 1, 2026.

**Section 4.** In all other respects not specifically amended by this Amendment, the original Agreement, dated December 19, 2018, as previously amended, is hereby ratified, reaffirmed, and shall remain in full force and effect as provided by its terms. Unless otherwise specified in this Amendment, the terms and conditions of the Agreement shall apply with equal force to this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties executed this Fourth Amendment to Amenity Services Agreement and further agree that it shall take effect, except as otherwise provided herein, as stated in Sections 2 and 3 herein.

ATTEST:

**CENTURY GARDENS AT TAMIAMI  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print name: \_\_\_\_\_  
Chairman/Vice-Chairman

\_\_\_\_\_ day of \_\_\_\_\_, 2026

WITNESSES:

**CONTRACTOR:**

**CASTLE MANAGEMENT, LLC, a  
Florida limited liability company**

\_\_\_\_\_

[PRINT NAME OF WITNESS]

\_\_\_\_\_

[PRINT NAME OF WITNESS]

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2026

**EXHIBIT A-3**

**ANNUAL STAFFING COSTS**

<b>2025</b>	<b>Hourly Rate</b>	<b>Yearly Hours</b>	<b>Base Annual Salary</b>	<b>Burden Rate</b>	<b>Salary with Burden</b>	<b>CDD Part Time Hours</b>	<b>2025 CDD Payroll</b>
Julia Barrios	\$ 49.56	2080	\$ 103,093.74	1.26	\$ 129,898.12	1040	\$ 64,949.06

<b>2026</b>	<b>Hourly Rate</b>	<b>Yearly Hours</b>	<b>Base Annual Salary</b>	<b>Burden Rate</b>	<b>Salary with Burden</b>	<b>CDD Part Time Hours</b>	<b>2026 CDD Payroll</b>
Julia Barrios	\$ 52.04	2080	\$ 108,248.40	1.26	\$ 136,392.98	1040	\$ 68,196.49

LAW OFFICES  
**BILLING COCHRAN**  
ESTABLISHED 1977

KENNETH W. MORGAN, JR.  
MICHAEL J. PAWELCZYK  
MANUEL R. COMRAS  
ANDREW A. RIEF  
JEFFERY R. LAWLEY  
GINGER E. WALD  
SCOTT C. COCHRAN  
ALINE O. MARCANTONIO  
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

BILLING COCHRAN, P.A.  
LAS OLAS SQUARE, SUITE 600  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER  
300 AVENUE OF THE CHAMPIONS, SUITE 270  
PALM BEACH GARDENS, FLORIDA 33418  
(561) 659-5970  
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM  
PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN  
GABRIELLA A. FERNANDEZ PEREZ  
MARLENE E. GONZALEZ  
LORI B. LEWELLEN  
LIZA E. SMOKER  
LUCAS A. WILLIAMS

OF COUNSEL:  
CLARK J. COCHRAN, JR.  
SUSAN F. DELEGAL  
DENNIS E. LYLES  
BRUCE M. RAMSEY  
RICHARD T. WOUFLE

February 2, 2026

VIA E-MAIL ONLY – [gperez@sdsinc.org](mailto:gperez@sdsinc.org)

Ms. Gloria Perez  
District Manager  
Special District Services  
Kendall Office Center  
8785 SW 165th Avenue, #200  
Miami, FL 33193

**Re: Adjustment to District Counsel Fee Structure  
Century Gardens at Tamiami Community Development District  
Our File: 162.07235**

Dear Gloria:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

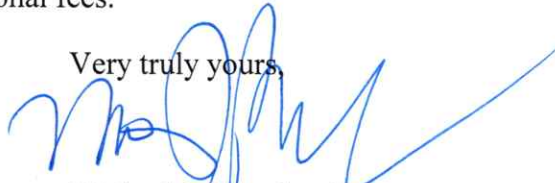
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Ms. Gloria Perez  
February 2, 2026  
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Michael J. Pawelczyk  
For the Firm

MJP/jmp

cc: Brielle Barba, SDS (via email only)



Century Garden at Tamiami Comm. Dev
Pool Maintenance Contract

www.americanpool.com

Part 1 - General Specifications

American Pool Service, located at 5819-A North Andrews Way; Ft Lauderdale, FL 33309- agrees to provide the following services for Century Garden at Tamiami Comm. Dev located at 15080 SW 116 Terrace; Miami, FL 33196, beginning on 2/1/2026 and ending on 12/31/2026.

Services

American Pool Service, Inc. will be responsible for performing 3 weekly visits (weather permitting and excluding holidays) in which the following services will be performed as necessary:

- 1. Vacuum pool
2. Brush pool
3. Clean skimmer baskets and skimmer gutters
4. Clean waterline tile
5. Clean hair and lint strainer
6. Test pool water chemistry and adjust as needed
7. Skim pool surface to remove floating debris
8. Maintain filter room in a clean and safe condition
9. Backwash filtration system and/or clean filter cartridges
10. Inspect all equipment to ensure proper operation
11. Notify OWNER of any parts, repairs or chemicals needed

Facilities Included: (1) pool(s); (1) spa(s); (0) fountain(s); (0) wading pool(s)

Balancing Chemicals Included?: No

Water Balancing Chemicals (i.e. Isocyanuric Acid Stabilizer, Calcium Chloride and Sodium Bicarbonate) are not included in this proposal if noted above. These chemicals will be billed every 6 months at a cost of \$420.00. If you would like to include these chemicals in your contract and not be billed additionally, please initial in the space provided to the right.

By initialling this option, the contract price listed below will be increased by \$70.00 per month.
Initial:

Special Notes:

This Agreement may be canceled by either party with a Thirty (30) day written notice. This proposal is to provide 3X a week full pool service & 2X a week chemical testing and logging results, only (Saturday & Sundays not included). Any other services needed on chemical testing visits would be additional. American Pool will keep a log book with the chemicals readings as required by the Health Department. American Pool will maintain all life rings, ropes, Sheppard hooks, filter pressure gauges, and flow meters. Inform the Management of any replacement or repair needed. American Pool will clean the chemical controller probes (1) per month

Compensation and Terms

The charge for the services listed above shall be: # Visits/Week: 3 \$1,260.00 Per Month

Any chemicals, parts or repairs over the amount of \$100.00 will be submitted to the owner in writing for approval prior to American Pool Service commencing corrective action. All invoices presented to OWNER will be paid in full within 30 days of the invoice date or will be subject to a 1.5% per month finance charge (18% annually). This agreement is subject to the terms and conditions attached in Parts 2-7.

Accepted:

Owner/Agent

Neil Gates President

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PART 2 - CHEMICALS AND SUPPLIES**

CONTRACTOR will supply all chemicals necessary to adjust the chlorine and pH levels in the pool. In addition all water balancing chemicals will be provided by the Owner, (Balancing chemicals to include Calcium Chloride, Sodium Bicarbonate and Cyanuric Acid). Any special Chemicals needed (i.e. phosphate remover, algicides ,etc) will be in addition to the base monthly contract, with prior OWNER approval. Chemicals, clean-up, high water level removal due to weather will be billed in addition to the monthly contract.

## **PART 3 – OWNER’S RESPONSIBILITIES**

REPAIRS, BILLS, AND INVOICES: It is agreed and understood that the OWNER shall pay all repair bills and invoices submitted to OWNER by CONTRACTOR within 30 days of receipt. It is agreed and understood that this covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.

All applicable taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented in this agreement and shall be applied as an extra to all invoices as applicable.

Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.

## **PART 4 – DEFAULT/ LIQUIDATED DAMAGES**

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement terminated and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney’s fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination.

## **PART 5- BINDING EFFECT**

The terms and provisions of this Agreement shall be binding on the OWNER its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement.

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

## **PART 6- INSURANCE**

CONTRACTOR shall maintain at its sole cost Comprehensive General Liability covering the legal liability for both bodily injuries and property damages as well as Workers Compensation Insurance and Commercial Automobile Insurance. The total Insurance Coverage provided including umbrella is \$22 MILLION. If coverage falls below 5 MILLION combined liability and umbrella, OWNER will be notified. Owner will be furnished a certificate of insurance stating such.

## **PART 7- MISCELLANEOUS**

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

### **Accepted:**

\_\_\_\_\_  
**Owner/Agent**

\_\_\_\_\_  
**Neil Gates**

\_\_\_\_\_  
**President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Proposal for 2 Gym True Gravity Treadmill



15080 SW 116<sup>th</sup> TERRACE • Miam, Florida 33196  
Phone (305) 590-8433



**Product Spec:**

- 12.5 MPH (20 KPH) Maximum Speed
- 15% Maximum Incline
- FITX (Foot Impact Transfer) System
- Maintenance-Free Reversible/Waxed Deck
- Unite LED Console

Bid Analysis

<b>Information</b>	<b>Fitness Solution</b>	<b>Fitness Smith</b>	<b>Google (top fitness)</b>
Insurance	Yes	Yes	N/A
Warranty Frame	Lifetime	7 years	7 years
Warranty Parts	5 years	5 years	5 years
Warranty console	3 years	3 years	3 Years
Warranty labor	3 years	1 year	1 Year
<b>Total for 2 Treadmill</b>	<b>\$11,217.32</b>	<b>\$10,395.58</b>	<b>\$14,998</b>

Date: 02/04/2026  
 Prepared By: Julia Barrios



The Fitness Solution, Inc.  
 PO Box 260363  
 Pembroke Pines, FL 33026  
 Office: 9545054178

# Estimate

Date	Estimate #
2/2/26	31265

Name / Address		Ship To		
Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		
Customer Contact	Customer E-mail	Customer Phone	P.O. No.	Terms
	mbejerano@castlegroup.com	786-732-4145		Net 30
Item	Description	Qty	Cost	Total
Equipment- ...	TRUE Gravity Commercial Treadmill with UNITE LED Console- workout program options- Contact Heart Rate, 12mph, 0 to 15% Incline/ reversible deck (Lifetime Frame, 5yrs Motor, 3yrs Parts and Labor	2	4,780.23	9,560.46
Freight- Eq... Discount	Delivery, assembly and installation of fitness equipment. Removal and disposal of old unit Loyal customer discount	2	878.43 -100.00	1,756.86 -100.00
			<b>Subtotal</b>	\$11,217.32
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$11,217.32

Signature \_\_\_\_\_

info@TheFloridaFitnessSolution.com

**Please sign and return when approved.**

FITNESSMITH



DESIGN | PROCURE | INSTALL

# PROJECT PROPOSAL

YOUR VISION. OUR MISSION.



# GRAVITY TREADMILL



Maximize space in your facility with the Gravity treadmill's compact frame. The dependable drive system and sturdy deck ensure smooth operation for years to come.

## FEATURES

- 12.5 MPH (20 KPH) Maximum Speed
- 15% Maximum incline
- FITX System
- Maintenance-Free Reversible / Waxed Deck
- Cable management system

## SPECIFICATIONS

DIMENSIONS (L x W x H)  
83.5" L x 32" W x 60.5" H /  
212.09 cm x 81.2 cm x 153.67 cm

SPEED RANGE  
0.5 to 12.5mph / 0.8 to 20kph

INCLINE/DECLINE LEVELS  
0% to 15%

PRODUCT WEIGHT  
349 lbs / 158.3 kg

COLOR  
Matte Black



Available with  
Medical Rail

## CONSOLE OPTIONS



UNITE 16"  
TOUCHSCREEN



UNITE 10"  
TOUCHSCREEN



UNITE LED  
LED CONSOLE

## GRAVITY TREADMILL

TECHNICAL SPECIFICATIONS	Power Source	120V / 20A (NEMA 5-20)
	Cord Length	12' / 3.7 M
	Drive Motor	4 HP AC
	Incline Motor	1,200 lbs. of thrust
	Belt	Maintenance Free
	Deck	Reversible / Waxed
	Rollers	3" / 8 cm w/ Sealed Bearings
	Impact System	TRUE FITX (Foot Impact Transfer) System
	Frame Construction	Robotically Welded Heavy-Gauge Steel
	Speed Range	0.5 to 12.0 MPH / 0.8 to 19 KPH
	Incline / Decline Range	0% to 15%
	Color	Matte Black
	Bluetooth Heart Rate Monitoring	Available on Unite 16" and Unite 10" Consoles
	Contact Heart Rate Monitoring	Yes
	Wireless Heart Rate Monitoring	Polar® Compatible Bluetooth
AVAILABLE CONSOLES	Unite 16", Unite 10", and Unite LED	
WORKOUTS	Unite 16" and Unite 10" Consoles	10K, 5K, AIR FORCE, ARMY, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, DRAW YOUR OWN, GERKIN, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, MARINES, NAVY, PEB, QUICK START, ROLLING HILLS, SINGLE HILL, SPEED INTERVALS, TARGET HRC, TIME GOAL, VIRTUAL RUNS, WEIGHT LOSS HILL
	LED Console	10K, 5K, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, GERKIN, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, QUICK START, ROLLING HILLS, SINGLE HILL, TARGET HRC, TIME GOAL, and WEIGHT LOSS HILL
SAFETY	Safety Clip	Standard
	Extended Handrails	Standard
	Medical Handrails	Optional
	Straddle Covers	Plastic
	User Detection	Person Present Detection
	Portability	2 Front Transport Wheels
REGULATORY APPROVALS	UL, CSA, CE, EN957, FCC	
EXTRAS	Accessories	Water Bottle Holder (2), Accessory Tray, Reading Rack/Tablet Holder
PHYSICAL SPECIFICATIONS	Footprint	79" L x 32" W H / 201 cm x 80 cm x 157 cm
	Running Surface	60" L x 22" W / 152 cm x 56 cm
	Machine Weight	349 lbs / 158.3 kg
	Shipping Weight	424 lbs / 192.3 kg
	Maximum User Weight	400 lbs / 181 kg
	Deck Step-Up Height	6.5" / 17 cm
WARRANTY	Frame	7 Years
	Parts	3 Years
	Labor	1 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



truefitness.com | 800.426.6570 | 636.272.7100

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# UNITE LED Console



Provide your members with an intuitive and streamlined experience with the Unite LED console. This easy-to-navigate console provides users with quick access to workouts and their stats on an icon-based interface. Compatible with all Apex, Gravity, Launch, Vapor, and Octane cardio equipment.

## FEATURES

- SELF-GENERATED
- INTUITIVE NAVIGATION
- 8 DATA POINTS FOR DETAILED WORKOUT FEEDBACK
- DEDICATED MESSAGE CENTER
- 10-KEY PIN PAD FOR EASY SETUP AND DATA ENTRY
- QUICK-ACCESS WORKOUT PROGRAM KEYS
- READING RACK



## UNITE LED

ENTERTAINMENT & CONNECTIVITY	Displays	Time, Distance, Calories, Heart Rate, Incline, Speed, Track, Pace
	Heart Rate Control	√
	EcoFit	Compatible
	C-SAFE	√
	USB Ports	√
	Tablet Holder / Reading Rack	√
PROGRAMMING TREADMILLS, CLIMBER, ELLIPTICALS, & BIKES	Programs Unique to Product	Spectrum, Palisade Climber (see product sheets for details)
	Heart Rate Control Programs	√
	HRC Cruise Control	√
	Outside Interactive Videos	√
	Fitness Tests (See Product Sheet for Specific Workouts)	√
	Treadmills Total Workouts	24-25
	Climber Total Workouts	12
	Ellipticals Total Workouts	17
	Bikes Total Workouts	16
	Saved Workouts (Default Set to Off)	5
PROGRAMMING CROSSTRAINERS, RECUMBENT ELLIPTICALS, LATERALX, & XT-ONE	Programs Unique to Product (See Product Sheet for Specific Workouts)	√
	Workout Boosters (See Product Sheet for Specific Workouts)	√
	Heart Rate Control Programs	√
	HRC Cruise Control	√
	Outside Interactive Programs	√
	Crosstrainers Total Workouts	16
	Recumbent Ellipticals Total Workouts	18
	LateralX Total Workouts	18
	XT-One Total Workouts	18
	Saved Workouts – Defaulted Off	5
SERVICE	Software Update via USB (USB-A port not designed for use with Apple devices)	√
	Self Diagnostics	√
	Locked Back End (Maintenance Mode)	√
POWER CONSERVATION	ERP Mode (Sleep Mode)	√
LANGUAGES		English
PRODUCT AVAILABILITY		All commercial models
WARRANTY		3 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer or sales rep for details. Specifications subject to change without notice.



## TRUE GRAVITY TREADMILL

### Prepared by:

**Fitnessmith**  
 Jason Mattson  
 (561) 529-5590  
 Fax (561) 997-8788  
 jmattson@fitnessmith.com

### Prepared for:

**CENTURY GARDENS AT TAMIAMI CDD**  
 15080 SW 116TH TERRACE  
 Miami, FL 33196  
 JULIA BARRIOS  
 (786) 732-4145  
 jbarrios01@castlegroup.com

### Quote Information:

**Quote #: 031186**  
 Version: 1  
 Delivery Date: 02/03/2026  
 Expiration Date: 03/05/2026

### Cardio

Description	List Price	Customer Price	Qty	Ext. Price
TRUE GRAVITY TREADMILL - UNITE LED CONSOLE	\$7,499.00	\$4,599.00	2	\$9,198.00

**Subtotal: \$9,198.00**

### Services

Description	List Price	Customer Price	Qty	Ext. Price
SHIPPING CHARGES - EQUIPMENT	\$597.58	\$597.58	1	\$597.58
INSTALLATION: INSIDE DELIVERY, ASSEMBLY, TESTING, TRASH REMOVAL: (FEE IS FOR FIRST FLOOR DOUBLE DOOR ACCESS ONLY) SITE SURVEY REQUIRED FOR GUARANTEED PRICE. FITNESSMITH WILL NOT WALL MOUNT ANY EQUIPMENT, RACKS, OR RIGS.	\$600.00	\$600.00	1	\$600.00
COLOR:	\$0.00	\$0.00	1	\$0.00
DUE TO CURRENT US TARIFFS, AN ADDITIONAL TARIFF WILL BE APPLIED TO ALL ORDERS. IF NO US TARIFFS ARE IN PLACE BEFORE THE GOODS SHIP, THIS TARIFF WILL BE ADJUSTED, ENSURING THAT THE CUSTOMER IS ONLY CHARGED FOR US TARIFFS IN EFFECT AT THE TIME OF SHIPMENT.	\$0.00	\$0.00	1	\$0.00

**Subtotal: \$1,197.58**



## TRUE GRAVITY TREADMILL

### Prepared by:

**Fitnessmith**  
Jason Mattson  
(561) 529-5590  
Fax (561) 997-8788  
jmattson@fitnessmith.com

### Prepared for:

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Miami, FL 33196  
JULIA BARRIOS  
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jbarrios01@castlegroup.com

### Quote Information:

**Quote #: 031186**  
Version: 1  
Delivery Date: 02/03/2026  
Expiration Date: 03/05/2026

## Quote Summary

Description	Amount
Cardio	\$9,198.00
Services	\$1,197.58

**Subtotal:** \$10,395.58

**Estimated Tax (Subject to change):** \$685.69

**Total:** \$11,081.27

**Total savings: \$5,800.00**

Tax is recalculated at time of Invoice and subject to change.

### Payment Terms

Standard: 50% deposit upon order placement and payment in full prior to installation.

Multi-housing New Construction: 50% deposit upon placing order, 40% progress payment 8 weeks from installation, 10% balance upon completion of installation.

Government: Payment terms per purchase order not to exceed net 30 terms.

## CENTURY GARDENS AT TAMIAMI CDD

**Signature:** \_\_\_\_\_

**Name:** JULIA BARRIOS \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## EQUIPMENT PURCHASE AND SALE AGREEMENT

This EQUIPMENT PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into by and between CENTURION PARTNERS HEALTH AND FITNESS, LLC d/b/a FITNESSMITH, a Florida limited liability company ("**Fitnessmith**"), and ("**Customer**") for the purchase of all products, parts and/or services to be provided by Fitnessmith to Customer. Any different or additional terms in Customer's purchase order or any other document, whether pre-printed or otherwise, are specifically excluded. In consideration of the mutual covenants and conditions set forth below, Fitnessmith and Customer agree as follows:

**1. PURCHASE AND SALE.** Customer hereby agrees to purchase fitness equipment and/or parts (collectively "**Products**") from Fitnessmith, and Fitnessmith hereby agrees to sell Products to Customer, pursuant to the purchase order(s) submitted by Customer in accordance with Fitnessmith's standard order procedures. No purchase order shall be binding upon Fitnessmith until accepted by Fitnessmith in writing. Any and all Products provided by Fitnessmith to Customer shall be subject to this Agreement. Fitnessmith reserves the right, as it may deem necessary or appropriate, to modify or change its specifications prior to delivery of any Product ordered by Customer, provided that such change or modification does not materially or adversely affect the performance of the Product. The parties acknowledge and agree that any services to be provided by Fitnessmith, other than installation, maintenance, and training services, shall be governed by this Agreement.

### **2. PRICES AND PAYMENT.**

**2.1 PURCHASE PRICE.** Fitnessmith shall invoice Customer for the purchase price of each of the products and/or parts shipped and/or services rendered pursuant to this Agreement. The invoice shall be in USD and shall include charges (as applicable) for freight, handling, taxes and other amounts payable to Fitnessmith, as set forth in this Section 2.

**2.2 PAYMENT TERMS.** For Products ordered hereunder, Customer shall pay one hundred percent (100.00%) of amounts invoiced within thirty (30) days of the invoice date. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Fitnessmith's reasonable costs of collection.

**2.3 TAXES AND CHARGES.** All amounts due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, regulatory charges, and similar charges applicable to the transactions contemplated by this Agreement, (collectively "**Taxes and Charges**"). Fitnessmith reserves the right to add applicable Taxes and Charges directly to Customer's invoice or to invoice such Taxes and Charges separately. Customer agrees to indemnify and hold Fitnessmith harmless from and against all claims, liabilities, costs, expenses and penalties arising out of or related to Customer's failure to timely report or pay any Taxes and Charges.

**2.4 SECURITY INTEREST.** To secure the payment and performance of all obligations due and owed by Customer to Fitnessmith hereunder, Customer hereby grants Fitnessmith a Uniform Commercial Code purchase money security interest in products purchased from Fitnessmith hereunder and proceeds therefrom. This Agreement constitutes a security agreement between Customer, as debtor, and Fitnessmith, as secured party, under the Uniform Commercial Code, and Fitnessmith has the rights and remedies of a secured party hereunder. Customer hereby appoints Fitnessmith as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fitnessmith may, upon default from Customer, require Customer to assemble the products and make them legally available to Fitnessmith for repossession, including reasonable access to the facilities of Customer, and Fitnessmith shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith.

**2.5 PRICE ADJUSTMENT FOR TARIFF AND FREIGHT.** If any tax, public charge, tariff, duty, or increase therein, is now or hereafter assessed, levied, or imposed by any federal, state, municipal, or other governmental authority, (i) on the Products to be sold; (ii) or upon any sale, delivery, or other action taken hereunder; (iii) or upon the export or import of such Products; (iv) or if any change shall hereafter be made in the present custom house or railway classification of such Products or in existing freight rates applicable thereto, such change shall be borne by Customer, and the Customer shall pay Fitnessmith any increase in such taxes or any other such tariffs, or any such duties, assessed, levied, or imposed after the date of this Agreement with respect to the Products Customer purchases hereunder.

### **3. DELIVERY, ACCEPTANCE AND CANCELLATIONS.**

**3.1 DELIVERY.** Fitnessmith shall use its best efforts in the ordinary course of business to affect deliveries to Customer as specified. In no event shall Fitnessmith be liable for any damages, consequential, incidental, liquidated or otherwise, arising from Fitnessmith's failure to meet any delivery date. Delays at Customer's request or due to Customer's failure may result in storage fees.

**3.2 PARTIAL SHIPMENT.** As products and/or parts ordered by Customer become available, Fitnessmith may make partial shipments and each shipment shall be invoiced separately. However, in no event shall partial shipments relieve Customer from its obligation to accept shipment of the remainder of the order.

**3.3 ACCEPTANCE.** Customer shall be solely responsible for inspecting each delivery of Products to confirm that all Products ordered are included within such delivery. In the event a Product is missing from a delivery, Customer shall immediately inform Fitnessmith of the missing Product(s). Products which are to be installed by Fitnessmith shall be deemed accepted following installation in accordance with Section 4.1 below. All other Products and Custom Products shall be deemed accepted by Customer upon delivery. Acceptance of any Product shall not limit



FitnessSmith's warranty obligations under Section 5 below.

**3.4 RETURNS.** Except as provided in Section 5.1 with regards to warranty claims, all Product sales are final, and no returns will be accepted without FitnessSmith's written approval. FitnessSmith may, in its sole discretion and subject to a minimum twenty five percent (25%) restocking fee of the original purchase price, accept returns of non-defective, non-custom Products within fifteen (15) days of delivery. However, any Custom Products and/or Customer modified Products ordered from FitnessSmith are not subject to cancellation and/or are unable to be returned.

**3.5 CANCELLATION.** Customer may cancel a purchase order for non-custom Products, provided such partial or total cancellation request is more than thirty (30) days from the scheduled delivery date. In the event of total or partial cancellation of any such order, Customer shall reimburse FitnessSmith for all reasonable costs arising out of the order and its cancellation, including, but not limited to, any costs of labor, material, and overhead charges. Any purchase order for non-custom products which are refused by Customer or canceled less than thirty (30) days prior to the scheduled delivery date shall be subject to a cancellation and restocking fee of twenty-five percent (25.00%) of the original purchase price. However, any Custom Products and/or Customer modified Products ordered from FitnessSmith are not subject to cancellation and/or are unable to be returned.

#### **4. INSTALLATION, MAINTENANCE AND TRAINING SERVICES.**

**4.1 INSTALLATION.** At the time the order is placed, the Customer will provide FitnessSmith with an installation date. FitnessSmith will make reasonable commercial efforts to install the product on or before the installation date. Product held more than 10 days after the installation date at the Customer's request will be subject to a storage fee. Product held more than 30 days past the installation date at the Customer's request may be subject to a 15% restocking fee as well as a storage fee. Partial installations require the installed product to be paid per the terms of the invoice. Subject to payment of the applicable installation fees, FitnessSmith shall install the Products purchased by Customer hereunder; provided that Customer shall (a) provide FitnessSmith, its employees and authorized representatives reasonable access to Customer's premises as necessary for FitnessSmith to perform the installation services hereunder; (b) ensure a safe and suitable installation and working environment; (c) take all other steps necessary to prepare the site for installation. Customer warrants that there are adequate and sufficient services and infrastructure, including phone lines and exchange facilities, available to FitnessSmith for the installation of the Product(s), and that such services and infrastructure are in accordance with FitnessSmith's requirements. FitnessSmith accepts no responsibility whatsoever for delays occasioned by the lack of availability of such services or infrastructure. In the event a site is unprepared in any way at the time of scheduled installation such that a return visit is required by FitnessSmith for completion of the installation, Customer may be billed an additional fee at FitnessSmith's sole discretion. Following installation, Customer has a five (5) business day acceptance period within which it is required to provide FitnessSmith with its written acceptance of the installation. In the event installation is to occur at multiple Customer sites, the foregoing installation and acceptance procedure shall apply independently to each site, such that acceptance at a site shall not be impacted in any way or conditioned upon acceptance at any other site(s).

**4.2 MAINTENANCE.** FitnessSmith shall have no obligation to provide any maintenance and support services hereunder. Customer may purchase maintenance and support services at the annual fee applicable to the level of service to be provided, subject to the terms and conditions set forth in FitnessSmith's preventative maintenance and services agreement ("**Preventative Maintenance Services Agreement**"), a copy of which is available upon request.

**4.3 TRAINING.** Subject to FitnessSmith's express consent and Customer's payment of the applicable training fees, FitnessSmith shall provide Customer such training as Customer may order from time to time, the location, and times of which shall be mutually agreed upon by the parties.

#### **5. LIMITED WARRANTY.**

**5.1 PRODUCT WARRANTY.** FitnessSmith warrants to Customer that (a) the Product(s) will be free from defects in material and workmanship and will conform to the manufacturer's applicable published specifications. The foregoing warranty shall (a) only apply for the period warranted by the manufacturer from the date of delivery to Customer (the "**Product Warranty Period**") and (b) only extends to Customer and may not be assigned or otherwise transferred to a third party. As FitnessSmith's sole obligation, and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5.1, FitnessSmith or the manufacturer shall repair or, at its option, replace the defective Product, or component thereof. Unless alternative procedures have been agreed to between Customer and FitnessSmith in a Preventative Maintenance and Services Agreement, in effect concurrently with the Product Warranty Period, to obtain warranty service Customer must contact FitnessSmith or the manufacturer.

**5.2 INSTALLATION AND SERVICES WARRANTY.** FitnessSmith warrants to Customer that the installation and training services provided hereunder will be performed in a professional manner consistent with industry standards. FitnessSmith shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5.2, re-perform the services which gave rise to the breach or, at FitnessSmith's option, refund the fees paid by Customer for the services which gave rise to the breach; provided that Customer shall notify FitnessSmith in writing of the breach within thirty (30) days following performance of the defective services, specifying the breach in reasonable detail.

**5.3 WARRANTY EXCLUSIONS AND DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 5.1 AND 5.2 ABOVE, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. FITNESSSMITH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, INCLUDING BUT NOT LIMITED TO ANY



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FITNESSMITH DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

## **6. INDEMNIFICATION.**

6.1 Fitnessmith shall defend, indemnify and hold Customer, its officers, employees, agents, and assigns harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of the performance under this Agreement related to the delivery and installation of fitness equipment, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Fitnessmith, its officers, agents, employees, or assigns. However, Fitnessmith shall not be liable for any claim made against Fitnessmith unless written notice of any such claim has been provided to Fitnessmith on a timely basis in order to allow Fitnessmith the full opportunity to immediately investigate and/or resolve any such claim. Fitnessmith's sole liability, whether in contract or tort, including negligence, or otherwise, for any loss or damage shall be limited to damages resulting from the performance of this Agreement, as specified herein.

6.2 Customer shall defend, indemnify and hold Fitnessmith, its officers, employees, agents, and assigns harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of performance under this Agreement related to the delivery and installation of fitness equipment, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Customer, its officers, agents, employees, or assigns.

6.3 Customer acknowledges and agrees that Fitnessmith is a reseller of the equipment and products being provided for under the terms of this Agreement, and not the manufacturer of any such equipment and/or products being provided for under the terms of this Agreement. As a result, Fitnessmith is not liable for any damage or deficiencies in equipment and/or products supplied to Customer, including, without limitation, the equipment and/or products being provided for under the terms of this Agreement. The manufacturer of the equipment and products being provided for under the terms of this Agreement, supplies a manufacturer's warranty and Customer agrees that any claims by Customer for damage or deficiencies in such equipment and/or products shall be made directly to the manufacturer and Fitnessmith or is released from any and all liability in respect of damage or deficiencies to such equipment and/or products being provided for under the terms of this Agreement.

6.4 In the event of any such recall or withdrawal of any equipment being provided for under this Agreement, Customer agrees to make any such claims for reasonable expenses incurred directly to the manufacturer of such equipment and Fitnessmith is released from any and all liability in respect to damages and/or expenses incurred for any such recall or withdrawal of equipment being provided for under this Agreement.

**7. LIMITATION OF LIABILITY.** IN NO EVENT SHALL FITNESSMITH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE EQUIPMENT OR THE SOFTWARE OR ANY SERVICES PERFORMED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF FITNESSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FITNESSMITH'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, FITNESSMITH SHALL NOT BE LIABLE TO CUSTOMER IN RESPECT OF ANY CLAIM FOR WHICH WRITTEN NOTICE IS NOT PROVIDED TO FITNESSMITH WITHIN TWELVE (12) MONTHS FROM THE DATE ON WHICH THE CLAIM ARISES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT, IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

## **8. MISCELLANEOUS.**

**8.1 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Florida. All parties to this Agreement agree to submit to personal jurisdiction in the County of Palm Beach, State of Florida, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Palm Beach, State of Florida, United States of America.

**8.2 PUBLICITY.** Customer agrees that Fitnessmith may refer to its relationship with Customer in presentations and marketing materials, provided, however, Fitnessmith will not issue any press release concerning its relationship with Customer without Customer's prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, Fitnessmith shall not be restricted from disclosing any information as required by applicable law, regulation, or ordinance.

**8.3 ASSIGNMENT.** This Agreement may not be assigned to another party by either Party, either in whole or in part, without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.



**8.4 WAIVER.** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as waiver thereof, nor will any or a single or partial exercise of any such right or remedy preclude any other or further exercise thereof of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

**8.5 FORCE MAJEURE.** Neither Party shall be responsible for any failure to perform due to causes beyond a Party's reasonable control, including but not limited to labor disputes, strikes, acts of God, fire, delays in transportation, interruption or failure of electricity or communications systems, governmental actions or any such event deemed to be a pandemic. Any delay beyond a Party's reasonable control shall be excused and the period of performance extended as may be necessary to enable the Party to perform after the cause of delay has been removed.

**8.6 ATTORNEY'S FEES.** If any party institutes any action or proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs

**8.7 NOTICE.** Except as permitted elsewhere in this Agreement, all notices or other communications required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, or by express delivery service, or delivered personally, by private courier, and followed by such mailing. Notice shall be deemed to have been given upon receipt.

**8.8 AUTHORIZED PARTIES.** Each of the Parties hereto represents to the other that (i) it has full power, authority and legal right to enter into and perform this Agreement, (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on each party's part, does not require any approvals or consents except such approvals and consents as have heretofore been duly obtained or which are specifically enumerated herein to which this Agreement is subject, and (iii) this Agreement does not contravene any law binding on either of the parties or contravene any agreement to which either of the parties hereto is a party or by which it is bound, or any law, governmental rule, regulation or order. Upon request, each of the parties will provide the other party with documentary evidence of its authority to enter into this Agreement.

**8.9 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of F and Customer by their duly authorized representatives.

-



TRUE

## True Gravity Treadmill

Special order

\$7,499

From \$676.85/mo with [shopify](#) [Check your purchasing power](#)

[0% APR](#) or as low as \$209/mo with [affirm](#). [See if you qualify](#)

Console

Unite LED

Unite 10" Touchscreen

Unite 16" Touchscreen

Unite 22" Touchscreen

Add Optional Medical Handrails

No

Yes (+ \$499)

Quantity

- 1 +

# Elite Property Service & Painting Corp.

**Proposal submitted to:**

**Century Gardens @ Tamiami CDD  
C/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Att.: Julia Barrios**

**Repair water damaged ceiling drywall and Paint all of the Club House Ceiling including gym, reception office club house bathrooms and a/c closet located at 15080 SW 116<sup>th</sup> Terrace, Miami FL 3319**

**Scope of Work:**

1. Replace a 7x7 foot section of water damaged ceiling drywall.
2. Repair cracked drywall in the wall adjacent to the reception office.
3. Prep and paint he wall adjacent to the reception office.
4. Apply 2 coats of Sherwin Williams Super Paint flat finish to all ceilings.
5. Apply 2 coats of Sherwin Williams Super Paint Eggshell to all the a/c closet walls.

**Please Note: Bathrooms in the gym are not included.**

**Proposal Sums:**

Drywall repairs \$850.00  
Per and paint \$3,300.00  
Total \$4,150.00

WHEN DULY SIGNED AND DATED, THIS PROPOSAL SHALL BE A BINDING CONTRACT BETWEEN THE PARTIES INVOLVED.

-----  
District  
Title & Date: \_\_\_\_\_

-----  
Elite Property Service  
Title & Date: \_\_\_\_\_

**Elite Property Service & Painting Corp. [mgamero@elitepropertysp.com](mailto:mgamero@elitepropertysp.com) (954) 588-0253**

# Clubhouse Current Ceiling Condition



# Proposal for Gym Quarterly Maintenance



15080 SW 116<sup>th</sup> TERRACE • Miami, Florida 33196  
Phone (305) 590-8433



## **Scope of Work:**

### **FOR ALL EQUIPMENT TYPES:**

Check all nuts, bolts and other fasteners; tighten where required.  
Check all bushings, fittings and weldments where required.  
Check all wires, cables and contact points where required.

### **FOR ALL TREADMILLS:**

Inspect motor compartment.  
Check DC motor brushes.  
Check drive belt(s)  
Check front and rear rollers.  
Check running belt and deck.  
Lubricate deck surface in accordance with manufacturer's specs.  
Check and calibrate, if necessary, elevation components.

### **FOR ALL UNIVERSAL-TYPE AND SINGLE STATION WEIGHT MACHINE:**

Inspect primary and secondary drives, tension assembly and electronics components.  
Inspect, basic cleaning, and lubricate chains.

### **FOR ALL UPPER-BODY CYCLES:**

Inspect: If problem, inspect primary and secondary drives, tension assembly and electronics components.

### **FOR ALL BIKES:**

Inspect: If problem is noted, inspect belts, friction belt, electronic and control boards, flywheel, primary and secondary drives.

## Bid Analysis

**Information**                      **Fitness Solution**                      **Fitness Smith**  
**(current company)**

Insurance	Yes	Yes
Annual Total	\$600	\$900
Non warranty visit	\$90 first hour \$55 additional hour	\$195 first hour \$100 additional hour

**Date: 03/04/2026**  
**Prepared By: Julia Barrios**



SALES | FLOORING | MAINTENANCE | REPAIRS

**The Fitness Solution, Inc.**

PO Box 260363, Pembroke Pines, FL 33026 | Office: 954-505-4178 | Fax: 954-450-9661  
www.TheFloridaFitnessSolution.com info@TheFloridaFitnessSolution.com

**PREVENTATIVE MAINTENANCE AGREEMENT**

THIS AGREEMENT, made this 19<sup>th</sup> day of September, 2025 is between **The Fitness Solution, Inc.** (Servicer), located at 10028 NW 53<sup>rd</sup> St. Sunrise FL. 33351, and **Century Gardens at Tamiami** (Customer), located at 15080 SW 116 Terrace, Miami FL. 33196.

**Term-** This Agreement shall be for a term of one (1) year, commencing on June 1<sup>st</sup>, 2026. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. Annual renewal is automatic, unless notification is provided in writing 30 days prior to the end of term.

**Maintenance-** Each regularly scheduled preventative maintenance (PM) visit will include all covered equipment being inspected, thoroughly cleaned on the interior and exterior, and lubricated and adjusted in accordance with manufacturer's specifications (the cost of materials used for standard maintenance is included in the maintenance fees). Additionally, any necessary repairs will be identified, and an estimate provided to Customer for such repair work (such repair work will only be performed upon Customer approval). Please see Exhibit A for detailed description of services.

**Repairs-** Calls received for repairs, secondary to the PM service, will be responded to within two business days. Service calls are billed at a rate of \$175.00 for the first hour, and \$55.00 per hour thereafter. Servicer will use Original Equipment Manufacturer (OEM) parts when available, if not available servicer will use parts that meet the manufacturer's original equipment standards. Customer cost for parts shall be manufacturer suggested retail prices.

**Deck Waxes-** Treadmills will be waxed every other month at a rate of \$15 per treadmill. This fee is not included in the preventative maintenance price.

**Warranty-** All service performed by Servicer shall be warranted for ninety (90) days from the service date, and will also cover the specific parts and repairs written on the service invoice. Parts and/or labor covered under the manufacturers original warranty will be provided under that warranty.

**Payment Terms-** Payment is due within 60 days of services being rendered. A service order will be left at the facility when Servicer completes work and an invoice will be emailed to the Customer. Servicer only accepts official checks.

**Insurance, Disclaimer, Indemnification-** Each party represents to the other that it has all legally required insurance for its employees, equipment, and operations. It is understood and agreed that this is a service agreement only, and Servicer, its owners, directors, officers, employees, and agents, shall have no liability arising out of, or in connection with, the use by any person of the equipment serviced hereunder, or the condition, or use by any person, of the premises in which said equipment is located. In connection therewith, Customer agrees to indemnify and hold Servicer, its owners, directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, loss, cost, damages, liabilities, and expenses, including attorney's fees (outside of litigation, in litigation, and for any appeals), arising out of, or in connection with, the condition or use by any person of the equipment and/or the premises in which said equipment is located.

**Governing Law-** This Agreement has been executed in and shall be governed by the laws of the State of Florida.

**Binding Agreement-** This Agreement shall be binding on the parties, their legal representatives, successors, assigns and heirs.

**Prevailing Party-** If litigation arises under this Agreement, the prevailing party thereto may collect all attorneys' fees and costs of litigation from any and all of the other parties to said litigation, including all attorneys' and costs of appeals, if any.

**Entire Agreement-** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**Severability-** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any provision of this Agreement is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

**Preventative Maintenance Pricing-**

4- Quarterly visits at \$150.00	\$600.00
<u>Tax Exemption</u>	<u>\$00.00</u>
Total Annual Cost	\$600.00

IN WITNESS THEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Customer: Century Gardens at Tamiami**

**Servicer: The Fitness Solution, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Joseph Mosca, President

---

(Print Name & Title)

## **Exhibit A:**

The following is a schedule of **Preventive Maintenance Services** that are recommended by manufacturers to:

**EXTEND THE LONGEVITY OF YOUR EQUIPMENT • SLOW DEPRECIATION OF ASSETS  
MINIMIZE DOWNTIME • ENSURE CUSTOMER SATISFACTION  
DECREASE CUSTOMER LIABILITY**

<b>Steppers</b>	<b>Treadmills</b>	<b>Spin Bikes</b>
<ul style="list-style-type: none"> <li>• Troubleshoot for errors</li> <li>• Clean and lubricate chains</li> <li>• Check springs and chain for weaknesses</li> <li>• Clean drive assembly, chains and springs</li> <li>• Lubricate drive chain and hub assembly</li> <li>• Check alternator brushes</li> <li>• Inspect power supply, keypads and wiring</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot for errors and calibrate machine</li> <li>• Vacuum under hoods</li> <li>• Inspect deck and belts for wear and tear</li> <li>• Check motor brushes</li> <li>• Adjust running belt</li> <li>• Check amp draw</li> <li>• Clean exterior of machine</li> <li>• Inspect drive motor and roller bearings</li> <li>• Lubricate lift motor and lift rack assembly</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot for errors</li> <li>• Inspect chains for link damage</li> <li>• Lubricate seat posts, handlebars and pop-pins</li> <li>• Adjust and clean brake pads</li> <li>• Check and adjust crank assembly, pedals and bearings</li> <li>• Clean exterior</li> </ul>
<b>Elliptical Trainers</b>	<b>Single Station Trainers</b>	<b>Free Weights</b>
<ul style="list-style-type: none"> <li>• Troubleshoot for errors and calibrate machine</li> <li>• Inspect for fluency of motion and proper resistance</li> <li>• Check &amp; adjust main drive unit</li> <li>• Tighten crank arms</li> <li>• Inspect and lubricate pedal arms, lift assembly, bearings, tracks and shoes</li> <li>• Clean exterior of machine</li> </ul>	<ul style="list-style-type: none"> <li>• Check for proper operation and wear problems</li> <li>• Clean and lubricate guide rods, selector rods and seat posts</li> <li>• Inspect frame and slide mechanisms</li> <li>• Inspect pulleys, weight selectors mechanisms and cables</li> <li>• Cable repair included</li> <li>• Inspect upholstered pads</li> </ul>	<ul style="list-style-type: none"> <li>• Tighten Dumbbells/barbells</li> <li>• Inspect for weakness</li> <li>• Check all weight benches for wear</li> </ul>



Fitnessmith  
 PO Box 3569  
 Boynton Beach FL 33424  
 United States

Quote  
 #EST13550  
 3/4/2026

**Bill To**

GARDENS BY THE HAMMOCKS  
 15080 SW 116TH TERRACE  
 Miami FL 33196  
 United States

**TOTAL**  
**\$900.00**

Service Territory Manager Sinisa Stojkovic

Quantity	Item	Rate	Amount
4	<p><b>PREVENTATIVE MAINTENANCE SERVICE</b>            QUARTERLY PREVENTATIVE MAINTENANCE PLAN: 4PM            Visits Per Year Billed \$225 Per Visit</p> <p>Scope of Work</p> <p>Treadmills: We inspect, adjust, and lubricate belts, decks, and hardware, clean motor areas and surfaces, update firmware/software, and provide a report on wear.</p> <p>Other Cardio Equipment (Ellipticals, Bikes, Group Cycles, Step Mills, etc.): We inspect, adjust, and lubricate belts, chains, pivots, and hardware, clean frames and covers, update firmware/software, and provide a report on wear.</p> <p>Strength &amp; Pilates Equipment: We wipe frames and upholstery, lubricate guide rods, pop pins, and moving parts, inspect cables, belts, and bearings, tighten hardware, and report on wear.</p> <p>Service Rates: Non-warranty visits are \$195 for the first hour and \$100 for each additional hour. All non-warranty repairs require prior approval, with estimates provided in advance.</p> <p>Terms: This is a non-binding agreement. Either party may cancel with 30 days' written notice.</p>	\$225.00	\$900.00
		<b>Subtotal</b>	\$900.00
		<b>Tax (%)</b>	\$0.00
		<b>Total</b>	\$900.00

Signature

Date



# FITNESSMITH



As the premier commercial fitness service provider, FitnessSmith sets the industry standard for equipment service and preventative maintenance. Supported by a nationwide network of service partners, we are committed to ensuring equipment reliability through our comprehensive Monthly, Bi-Monthly, and Quarterly Preventative Maintenance Plans.

Our professional service technicians are fitness equipment experts who are factory-certified by manufacturers to stay ahead of technology trends and new equipment introductions.



## PREVENTATIVE MAINTENANCE SCOPE OF WORK

### TREADMILLS

- Update all firmware and software.
- Clean and lubricate running belts and decks.
- Inspect and adjust all belts, screws, nuts, and bolts as needed.
- Clean exposed surfaces, electronics, frames, and covers.

### ELLIPTICALS, BIKES, AND OTHER CARDIO EQUIPMENT




- Update all firmware and software.
- Clean frames, shrouds, and covers.
- Inspect, adjust, and lubricate all drive belts, chains, screws, nuts, bolts, and pivot points as needed.

### STRENGTH EQUIPMENT

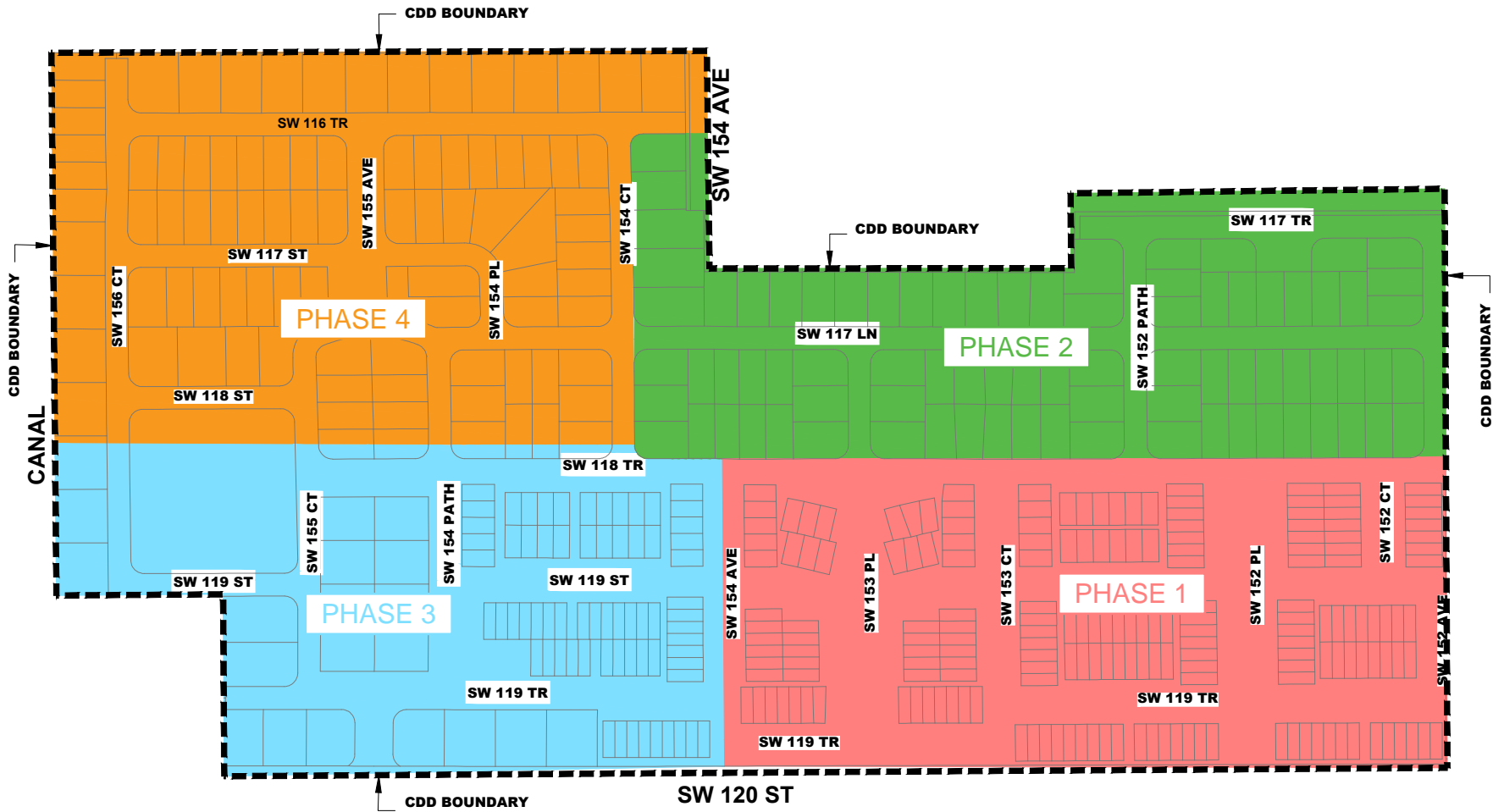
- Wipe down frames and upholstery.
- Check and tighten all nuts, bolts, and screws.
- Lubricate guide rods and pop pins. Inspect cables, belts, and bearings for wear.

### PILATES EQUIPMENT

- Wipe down frames and upholstery.
- Lubricate moving parts as needed.
- Check and tighten all screws and bolts.

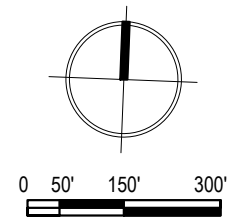
 [SERVICE@FITNESSMITH.COM](mailto:SERVICE@FITNESSMITH.COM)  
 [FITNESSMITH.COM](http://FITNESSMITH.COM)  
 800.GYM.FIXX

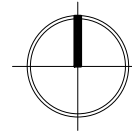
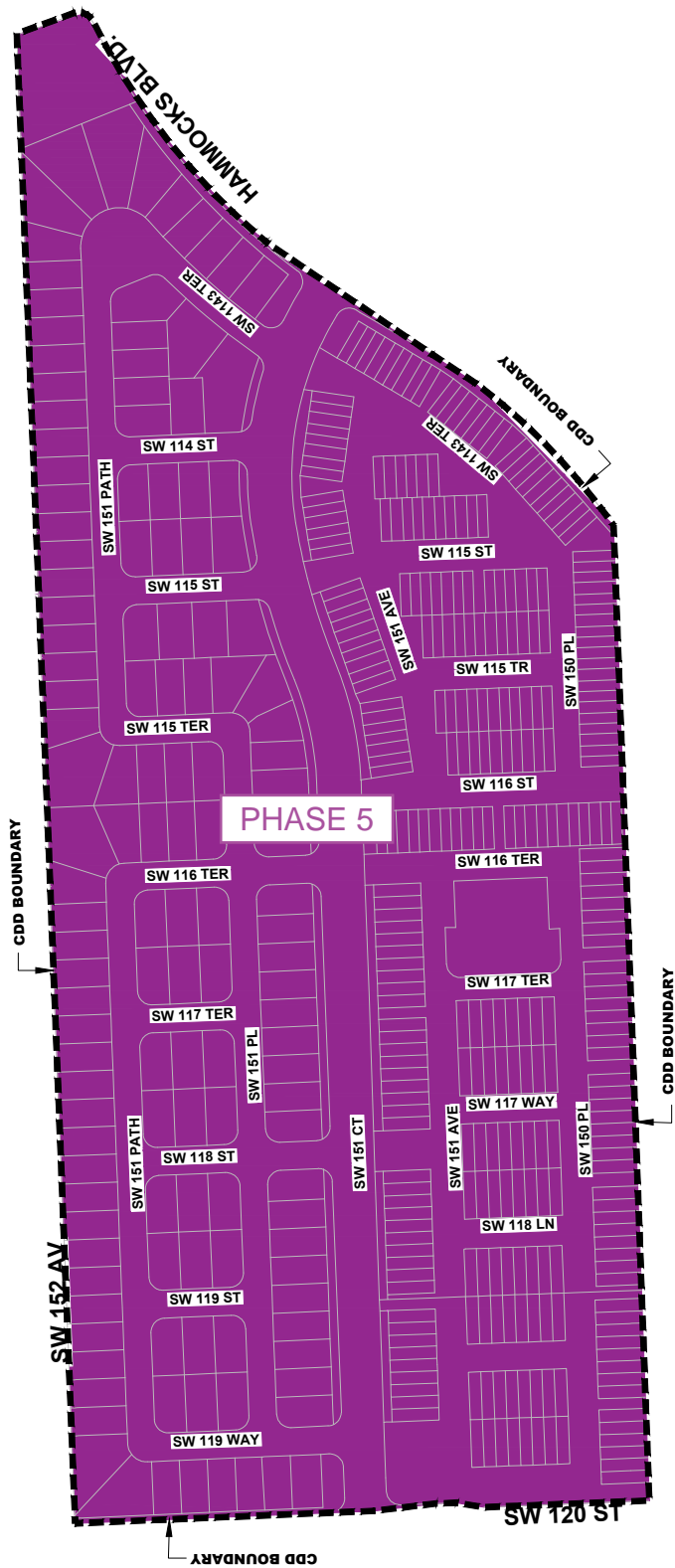
**NOTE:** If you have any concerns about the function or safety of your cardio or strength equipment, immediately place it out of service or remove it from your fitness center and submit a service request for diagnosis and repair.



**ALVAREZ ENGINEERS, INC.**  
**CENTURY GARDENS AT TAMIAMI CDD**  
**DRAINAGE SYSTEM MAINTENANCE**

**DETAIL OF 2007 PROJECT**





**ALVAREZ ENGINEERS, INC.**

CENTURY GARDENS AT TAMIAMI EXPANSION CDD  
**DRAINAGE SYSTEM MAINTENANCE**

**DETAIL OF 2014, 2017 AND 2018 PROJECTS**

EXHIBIT 4



# PROPOSAL

Tel 786-694-0709

E-mail: operations@raptorvac.com

## STORM DRAIN MAINTENANCE

<b>PROPOSAL SUBMITTED TO:</b> Century Gardens at Tamiami CDD % SDS, Inc.	<b>PROJECT NAME:</b> Century Gardens at Tamiami CDD
<b>BUSINESS ADDRESS:</b> 2501 A Burns Road, Palm Beach Gardens, FL 33410	<b>PROJECT LOCATION:</b> 11840 SW 155th Ct, Miami, FL 33196
<b>CONTACT:</b> Management	<b>DATE:</b> May 21, 2026

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

**SCOPE OF WORK:** Vac-con combination sewer cleaners, support pick up truck and auxiliary equipment to complete work outlined in the tabulation table provided by management.

**COST:** We propose to conduct this work in accordance with the above Scope of Work for the sum of \$43,350.00.

**Forty Three Thousand Three Hundred and Fifty Dollars and 00/100 Cents**

**NOTE:** the above cost is not to exceed; final number may be lower as some baffles may not need replacement.

**TERMS:** Net 30

**ACCEPTANCE:** Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date of Acceptance

**CENTURY GARDENS AT TAMIAMI CDD- MAINTENANCE OF THE DRAINAGE SYSTEM- PHASE 1**

Structure		Quantities					Unit Price				Cost (\$)				Total
From	To	French Drain [FD] (ft)	Solid Pipe [SP] (ft)	Structure (ea)	Baffle Detach Re-Attach (ea)	Baffle Replace (ea)*	FD & SP Clean & Video (\$/ft)	Structure Clean (\$/ea)	Baffle Detach Re-attach (\$/ea)	Baffle Replace (\$/ea)	FD & SP Clean & Video	Structure Clean	Baffle Detach Re-attach	Baffle Replace	
1	CAP 1	30	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$150.00	\$150.00		
2	CAP 2	30	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$150.00	\$150.00		
3	3A		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
3A	4A	92	10	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$552.00	\$150.00	\$150.00		
4A	4		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00		
5	5A		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
5A	7	55	10	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$330.00	\$150.00	\$150.00		
6	7		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00		
CAP 3	8	30	5				\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$0.00	\$0.00		
8	8A		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00		
8A	CAP 4	30	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$150.00	\$150.00		
CAP 5	59A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00		
CAP 6	59A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00		
59	59A		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00		
11	CAP 7	35	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$210.00	\$150.00	\$150.00		
10	CAP 8	35	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$210.00	\$150.00	\$150.00		
CAP 9	9	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00		
9	9A		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00		
9A	CAP10	25	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$150.00	\$150.00		
15	CAP11	25	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$150.00	\$150.00		
14	CAP12	25	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$150.00	\$150.00		
12	13		30	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
13	13A	75	10	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$450.00	\$150.00	\$150.00		
12A	13A		30	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00		
CAP 13	22	30	5				\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$0.00	\$0.00		
22B	22		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00		
21	21A		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
21A	21B	110	10	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$660.00	\$300.00	\$300.00		
CAP 14	23B	30	5				\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$0.00	\$0.00		
23B	23C		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00		
23C	CAP15	30	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$150.00	\$150.00		
17C	17B		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
17B	17A		50	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		
17	17A		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00		

17A	16A	90	10	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$540.00	\$150.00	\$150.00
16A	16		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00
CAP 16	18	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
18	18A		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00
18A	CAP17	25	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$150.00	\$150.00
CAP 18	19	30	5				\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$0.00	\$0.00
19	19A		20	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$150.00
19A	CAP19	30	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$150.00	\$150.00
CAP 20	20A	35	5				\$6.00	\$135.00	\$150.00	\$400.00	\$210.00	\$0.00	\$0.00
20	20A		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00
31	31A		30	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00
31A	31B	70	10	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$420.00	\$300.00	\$300.00
30	CAP21	35	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$210.00	\$150.00	\$150.00
29	CAP22	35	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$210.00	\$150.00	\$150.00
CAP 23	28A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
CAP 24	28A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
28A	28		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00
26	CAP25	40	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$240.00	\$150.00	\$150.00
27	CAP26	40	5	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$240.00	\$150.00	\$150.00
CAP 27	24A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
CAP 28	24A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
24A	24		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00
CAP 29	23A	30	5				\$6.00	\$135.00	\$150.00	\$400.00	\$180.00	\$0.00	\$0.00
23A	23		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00
25	25A		20	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00
25A	25B	78	10	1	1		\$6.00	\$135.00	\$150.00	\$400.00	\$468.00	\$150.00	\$150.00
25B	25C		20	2	1		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$150.00
CAP 30	35A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
CAP 31	35A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
35A	35		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00
CAP 32	34A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
CAP 33	34A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
34A	34		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00
CAP 34	33A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
CAP 35	33A	25	5				\$6.00	\$135.00	\$150.00	\$400.00	\$150.00	\$0.00	\$0.00
33A	33		20	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$300.00	\$300.00
32	32A		30	1			\$6.00	\$135.00	\$150.00	\$400.00	\$0.00	\$150.00	\$0.00
32A	32B	73	10	2	2		\$6.00	\$135.00	\$150.00	\$400.00	\$438.00	\$300.00	\$300.00

Total		1648	905	68	51	13	\$6.00	\$135.00	\$150.00	\$400.00	15,320	9,180	7,650	5,200	37,350
* Baffle Replacement to be 25 % of the baffle detach-reattach															
<b>Note: Enter Prices in the Yellow Cells</b>															

**Grand Total \$43,350.00**

**Dewatering**

Pneumatic pipeline plugs will be required in order to isolate low elevation pipelines that are currently underwater. Additionally, a water pump will be needed in order to manage water.

Pipeline Plugs Rental and Install as needed throughout the course of the project	\$2,000.00
Water pump and hoses and dewatering efforts as required throughout the course of the project	\$4,000.00

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT  
DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2025/2026, 2026/2027 and 2027/2028  
With Two Year Option (2028/2029 and 2029/2030)  
Miami-Dade County, Florida**

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT  
DISTRICT  
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than August 20, 2026 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. REJECTION OF PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Century Gardens at Tamiami Community Development District” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SECTION 15. REJECTION OF ALL PROPOSALS.** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT  
DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. *Ability of Personnel (10 Points).***

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer’s Experience (10 Points).***

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. *Understanding of Scope of Work (10 Points).***

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

**4. *Ability to Furnish the Required Services (10 Points).***

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price (10 Points).***

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT DECLARING CLUB RULE 3.6 NULL, VOID, AND UNENFORCEABLE *AB INITIO*; DECLARING THAT THE NULL AND VOID RULE SHALL NOT BE ENFORCED; DECLARING THE DISTRICT'S INTENTION TO UNDERGO FORMAL RULEMAKING, AS SOON AS PRACTICABLE, TO REMOVE SAID VOID RULE FROM THE CLUB RULES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Florida's statutory prohibition on the open carry of firearms in section 790.053, Florida Statutes, was recently struck down as unconstitutional under the Second Amendment to the United States Constitution in the appellate court decision in *McDaniels v. State*, No. 1D2023-0533 (Fla. 1st DCA Sept. 10, 2025), and in light of that decision, published guidance by the Florida Attorney General interpreting that decision, and additional guidance issued by State of Florida law enforcement agencies and other local governments, Florida law now allows the open carry of firearms throughout the State of Florida, except as otherwise prohibited by state or federal law; and

**WHEREAS**, under section 790.33, Florida Statutes, the District is legally preempted by state law from regulating firearms and, therefore, cannot create additional firearm-free locations beyond those recognized by state or federal law; and

**WHEREAS**, the District owns and operates the Garden by the Hammocks Club and Club parcel, consisting of clubhouse and recreational amenity facilities of the District; and

**WHEREAS**, the District previously adopted and amended by Resolution, pursuant to applicable Florida law, the Gardens by the Hammocks Club Rules and Regulations, as revised or amended, pursuant to Resolution 2018-12, adopted by the District Board of Supervisors on November 1, 2018 (collectively, the "Club Rules"); and

**WHEREAS**, Rule 3.6 of the Club Rules provides: "Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes"; and

**WHEREAS**, in light of the recent change in the law regarding open carry of firearms in the State of Florida, and in light of section 790.33, Florida Statutes, the District desires to explicitly declare that Rule 3.6 of the Club Rules is null, void, and unenforceable from the date of its original enactment; and

**WHEREAS**, the District further desires to declare its intention to undergo, as soon as practicable, formal rulemaking pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the void Rule 3.6 from the Club Rules;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, THAT:**

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

**Section 2.** The District Board of Supervisors (the “Board”) hereby declares that Rule 3.6 of the Club Rules is null, void, and unenforceable *ab initio*.

**Section 3.** The District Board hereby declares that because Rule 3.6 is null and void, Rule 3.6 shall not be enforced in any manner.

**Section 4.** The District Board hereby declares its intention for the District to undergo formal rulemaking, as soon as practicable, pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the said void Rule 3.6 from the Club Rules and hereby directs District staff to proceed with initiating the rulemaking process.

**Section 5.** The District Manager, Club Manager, and other District staff are directed to take all actions consistent with this Resolution.

**Section 6.** All prior Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** If any clause, section, or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon adoption; however, the provisions of this Resolution declaring Rule 3.6 null, void, and unenforceable *ab initio* shall be effective and apply retroactively, *nunc pro tunc* (date of original enactment).

**PASSED AND ADOPTED** by the Board of Supervisors of the Century Gardens at Tamiami Community Development District at a public meeting this 29 day of June, 2026.

**CENTURY GARDENS AT TAMIAMI  
COMMUNITY DEVELOPMENT DISTRICT**

**Attest:**

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Secretary/Assistant Secretary

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Chair/Vice Chair  
Board of Supervisors

**RESOLUTION NO. 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Century Gardens at Tamiami Community Development District (“District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS**, the Proposed Budget including the Assessments for Fiscal Year 2026/2027 has been prepared and considered by the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2026/2027 attached hereto as Exhibit “A” is approved and adopted.

**Section 2.** A Public Hearing is hereby scheduled for September 28, 2026 at 6:15 p.m. in the Garden by the Hammocks Clubhouse Meeting Room located at 15080 SW 116<sup>th</sup> Terrace, Miami, Florida 33196, for the purpose of receiving public comments on the Proposed Fiscal Year 2026/2027 Budget.

**PASSED, ADOPTED and EFFECTIVE** this 29<sup>th</sup> day of June, 2026.

**ATTEST:**

**CENTURY GARDENS AT TAMIAMI  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Century Gardens At Tamiami Community Development District

**Option 1 - With General Fund Carryover**

**Proposed Budget For  
Fiscal Year 2026/2027  
October 1, 2026 - September 30, 2027**

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**PROPOSED BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	<b>FISCAL YEAR 2026/2027 BUDGET</b>
<b>REVENUES</b>	
Administrative Assessments	51,054
Maintenance Assessments	119,149
Clubhouse Assessments	343,994
Debt Assessments (Series 2014 - Expansion Area)	431,583
Debt Assessments (Series 2016 - Original Units)	437,905
Debt Assessments (Series 2017 - Townhomes)	42,452
Debt Assessments (Series 2018 - Clubhouse)	305,685
Other Revenue	0
Other Revenue - Clubhouse	0
Interest Income	1,200
<b>TOTAL REVENUES</b>	<b>\$ 1,733,022</b>
<b>EXPENDITURES</b>	
<b>MAINTENANCE EXPENDITURES</b>	
Engineering - Annual Report/Inspections	5,000
Park Landscaping Maintenance (Includes Mulch)	25,000
Park Maintenance & Equipment Reserve	8,000
Street/Roadway	0
Stormwater System Maintenance	65,000
Irrigation System Pump Station Maintenance	3,000
Field Operation Management	4,000
General Maintenance/Contingency	2,000
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 112,000</b>
<b>TOTAL CLUBHOUSE EXPENDITURES</b>	<b>\$ 351,050</b>
<b>ADMINISTRATIVE ASSESSMENTS</b>	
Supervisor Fees	1,500
Payroll Taxes - Employer	115
Management	37,116
Legal	14,000
Assessment Roll	7,500
Audit Fees	6,400
Arbitrage Rebate Fees	1,300
Insurance	8,800
Legal Advertisements	2,500
Miscellaneous	750
Postage	550
Office Supplies	675
Dues & Subscriptions	175
Trustee Fees	17,000
Continuing Disclosure Fees	1,400
Website Management	2,000
Administrative Contingency	500
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 102,281</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 565,331</b>
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 1,167,691</b>
Bond Payments (Series 2014 - Expansion Units)	(405,688)
Bond Payments (Series 2016 - Original Units)	(411,631)
Bond Payments (Series 2017 - Townhomes)	(39,905)
Bond Payments (Series 2018 - Clubhouse)	(287,344)
<b>BALANCE</b>	<b>\$ 23,123</b>
County Appraiser & Tax Collector Fee	(34,636)
Discounts For Early Payments	(69,273)
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ (80,786)</b>
Carryover From Prior Year (Operating)	53,090
Carryover From Prior Year (Clubhouse)	27,696
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	58,197	53,318	51,054	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	41,387	41,383	119,149	Expenditures/.94
Clubhouse Assessments	343,994	343,994	343,994	Expenditures/.94
Debt Assessments (Series 2014 - Expansion Area)	431,584	431,583	431,583	Payment To Trustee/.94
Debt Assessments (Series 2016 - Original Units)	437,906	437,905	437,905	Payment To Trustee/.94
Debt Assessments (Series 2017 - Townhomes)	42,453	42,452	42,452	Payment To Trustee/.94
Debt Assessments (Series 2018 - Clubhouse)	305,688	305,685	305,685	Payment To Trustee/.94
Other Revenue	0	0	0	Other Revenue
Other Revenue - Clubhouse	3,335	0	0	
Interest Income	32,754	900	1,200	Interest Estimated At \$100 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 1,697,298</b>	<b>\$ 1,657,220</b>	<b>\$ 1,733,022</b>	
<b>EXPENDITURES</b>				
<b>MAINTENANCE EXPENDITURES</b>				
Engineering - Annual Report/Inspections	3,278	3,500	5,000	\$5,000 Increase From 2025/2026 Budget
Park Landscaping Maintenance (Includes Mulch)	19,663	20,000	25,000	No Change From 2025/2026 Budget
Park Maintenance & Equipment Reserve	425	9,000	8,000	\$100 Decrease From 2025/2026 Budget
Street/Roadway	0	4,000	0	Line Item Eliminated
Stormwater System Maintenance	0	0	65,000	Maintenance, Repairs, Baffle Replacement & 5 Year Certification Project
Irrigation System Pump Station Maintenance	0	4,000	3,000	\$1,000 Decrease From 2025/2026 Budget
Field Operation Management	1,200	1,200	4,000	\$2,800 Increase From 2025/2026 Budget
General Maintenance/Contingency	0	2,000	2,000	No Change From 2025/2026 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 24,566</b>	<b>\$ 43,700</b>	<b>\$ 112,000</b>	
<b>TOTAL CLUBHOUSE EXPENDITURES</b>	<b>\$ 250,156</b>	<b>\$ 399,376</b>	<b>\$ 351,050</b>	
<b>ADMINISTRATIVE ASSESSMENTS</b>				
Supervisor Fees	0	1,500	1,500	No Change From 2025/2026 Budget
Payroll Taxes - Employer	0	115	115	Supervisor Fees * 7.65%
Management	35,136	36,144	37,116	CPI Adjustments
Legal	12,508	14,000	14,000	No Change From 2025/2026 Budget
Assessment Roll	7,500	7,500	7,500	As Per Contract
Audit Fees	6,000	6,200	6,400	\$200 Increase From 2025/2026 Budget
Arbitrage Rebate Fees	1,300	1,300	1,300	Fees For Two Bonds (2014,2016) 2017 & 2018 Bonds Qualify For Small User Exception
Insurance	8,032	8,500	8,800	Insurance Estimate
Legal Advertisements	2,364	2,500	2,500	Costs Have Increased Due To Closing Of The Miami Business Review
Miscellaneous	768	750	750	No Change From 2025/2026 Budget
Postage	453	550	550	No Change From 2025/2026 Budget
Office Supplies	823	675	675	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	No Change From 2025/2026 Budget
Trustee Fees	16,496	17,000	17,000	Trustee Fees For Four Bonds (2014,2016,2017,2018)
Continuing Disclosure Fees	1,400	1,400	1,400	Disclosure Fees For Four Bonds (2014,2016,2017,2018)
Website Management	2,000	2,000	2,000	No Change From 2025/2026 Budget
Administrative Contingency	0	1,000	500	Administrative Contingency
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 94,955</b>	<b>\$ 101,309</b>	<b>\$ 102,281</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 369,677</b>	<b>\$ 544,385</b>	<b>\$ 565,331</b>	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 1,327,621</b>	<b>\$ 1,112,835</b>	<b>\$ 1,167,691</b>	
Bond Payments (Series 2014 - Expansion Units)	(411,472)	(405,688)	(405,688)	2027 Principal & Interest Payments
Bond Payments (Series 2016 - Original Units)	(417,500)	(411,631)	(411,631)	2027 Principal & Interest Payments
Bond Payments (Series 2017 - Townhomes)	(40,475)	(39,905)	(39,905)	2027 Principal & Interest Payments
Bond Payments (Series 2018 - Clubhouse)	(291,441)	(287,344)	(287,344)	2027 Principal & Interest Payments
<b>BALANCE</b>	<b>\$ 166,733</b>	<b>\$ (31,733)</b>	<b>\$ 23,123</b>	
County Appraiser & Tax Collector Fee	(15,976)	(33,126)	(34,636)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(61,299)	(66,253)	(69,273)	Four Percent Of Total Assessment Roll
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 89,458</b>	<b>\$ (131,112)</b>	<b>\$ (80,786)</b>	
Carryover From Prior Year (Operating)	0	55,090	53,090	Carryover From Prior Year (Operating)
Carryover From Prior Year (Clubhouse)	0	76,022	27,696	Carryover From Prior Year (Clubhouse)
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 89,458</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED PROPOSED EXPANSION AREA 2018 PROJECT BUDGET (CLUBHOUSE)**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	COMMENTS
	2024/2025	2025/2026	2025/2026	2026/2027	
	ACTUAL	ACTUAL THROUGH	BUDGET	BUDGET	
		JANUARY 2026			
Access Control	0	0	750	750	Access Control
Alarm Monitoring	950	335	1,000	1,000	Monitoring Of Clubhouse Fire & Security Alarm Systems
A/C Maintenance/Repairs	3,340	680	3,000	5,000	A/C Maintenance/Repairs
Gym Equipment Maintenance Reserve	4,802	8,876	6,000	6,000	Gym Equipment Maintenance Reserve
Telephone, Cable & Internet Service	3,237	1,076	3,800	3,800	No Change From 2025/2026 Budget
FPL Power	11,751	3,877	15,000	14,000	Electricity For Club Lighting, Pool, Cabana & Irrigation Pump
General Maintenance & Repairs	14,832	9,865	25,000	25,000	No Change From 2025/2026 Budget
Insurance - Property/Casualty/Liability	21,950	19,945	24,326	23,500	Insurance Estimate - Property/Casualty/Liability
Irrigation Repairs & Maintenance	827	0	4,000	3,000	\$1,000 Decrease From 2025/2026 Budget
Janitorial Services & Supplies	17,511	4,739	23,000	21,000	\$2,000 Decrease From 2025/2026 Budget
Landscape Maintenance (Mulch & Plant Replacement)	33,212	5,483	34,000	34,000	Landscape Maintenance (Mulch & Plant Replacement)
Management Fees (Castle)	13,831	4,744	15,000	15,000	Management Fees (Castle)
Office & Kitchen Supplies	1,272	513	1,800	1,800	No Change From 2025/2026 Budget
Payroll - Club Staff	65,610	17,674	75,000	75,000	No Change From 2025/2026 Budget
Payroll - Club Staff Health Insurance	4,193	1,072	7,000	7,000	No Change From 2025/2026 Budget
Pest Control - Interior & Exterior	650	260	1,200	1,200	Pest Control - Interior & Exterior
Pool & Spa Maintenance	28,026	8,203	30,000	30,000	Pool & Spa Maintenance
Printing & Postage	0	0	500	500	Printing & Postage
Property Taxes	0	0	1,000	1,000	Property Taxes
Water & Sewer	2,967	521	5,000	4,500	\$500 Decrease From 2025/2026 Budget
Computer Services	0	48	2,000	2,000	No Change From 2025/2026 Budget
Security	13,094	4,952	17,000	17,000	Security
Oversight & Financial Management	6,000	2,000	6,000	6,000	Oversight & Financial Management
Contingency/Reserve	726	0	20,000	25,000	Contingency/Reserve
Pool Equip, Room Roof Project Reserve	0	0	15,000	15,000	Pool Equip, Room Roof Project Reserve
Camera System Maintenance	1,375	0	3,000	3,000	Camera System Maintenance
Pool & Spa Diamond Brite Project Reserve	0	0	50,000	0	2025/2026 Was Third & Final Year Of Project
Clubhouse & Mail Hut Roof Replacement Reserve	0	0	10,000	10,000	Eighteen Year Project (Fourth Year)
<b>TOTAL CLUBHOUSE OPERATIONS &amp; MAINTENANCE EXPENDITURES</b>	<b>\$ 250,156</b>	<b>\$ 94,863</b>	<b>\$ 399,376</b>	<b>\$ 351,050</b>	
Carryover From Prior Year	0	0	76,022	27,696	Carryover From Prior Year
<b>TOTAL CLUB OPERATIONS &amp; MAINTENANCE EXPENDITURES</b>					
Operating Expenditures	250,156	94,863	323,354	323,354	\$726.64 Per Year * 445 Units = \$323,354
					Assessment Including Discounts & Fees (\$726.64/.94 =
					\$773.02 Per Year * 445 Units = \$343,994)

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2014) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	23,129	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	411,472	405,688	405,688	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 434,601</b>	<b>\$ 406,888</b>	<b>\$ 407,088</b>	
<b>EXPENDITURES</b>				
Principal Payments	150,000	160,000	165,000	Principal Payment Due In 2027
Interest Payments	252,250	242,250	234,250	Interest Payments Due In 2027
Bond Redemption	0	\$ 4,638	\$ 7,838	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 402,250</b>	<b>\$ 406,888</b>	<b>\$ 407,088</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 32,351</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2014 Bond Information**

Original Par Amount =	\$6,175,000	Annual Principal Payments Due =	November 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2014		
Maturity Date =	November 2044		
Par Amount As Of 1-1-26 =	\$4,845,000	Section Of District Obligated To Pay Series 2014 Bonds: Expansion Units	

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2016) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	20,610	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	417,500	411,631	411,631	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 438,110</b>	<b>\$ 412,831</b>	<b>\$ 413,031</b>	
<b>EXPENDITURES</b>				
Principal Payments	250,000	255,000	265,000	Principal Payment Due In 2027
Interest Payments	164,138	152,813	143,688	Interest Payments Due In 2027
Bond Redemption	0	5,018	4,343	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 414,138</b>	<b>\$ 412,831</b>	<b>\$ 413,031</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 23,972</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2016 Bond Refunding Information**

Original Par Amount =	\$5,860,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.00% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	August 2016		
Maturity Date =	May 2037		
Par Amount As Of 1-1-26 =	\$3,845,000	Section Of District Obligated To Pay Series 2016 Bonds:	
		Original Units	

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2017) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	2,294	600	750	Projected Interest For 2026/2027
NAV Tax Collection	40,475	39,905	39,905	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 42,769</b>	<b>\$ 40,505</b>	<b>\$ 40,655</b>	
<b>EXPENDITURES</b>				
Principal Payments	14,000	15,000	16,000	Principal Payment Due In 2027
Interest Payments	24,903	24,023	23,423	Interest Payments Due In 2027
Bond Redemption	0	1,482	1,232	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 38,903</b>	<b>\$ 40,505</b>	<b>\$ 40,655</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 3,866</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2017 Bond Information**

Original Par Amount =	\$650,000	Annual Principal Payments Due =	December 15th
Interest Rate =	2.00% - 4.25%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	December 2017		
Maturity Date =	December 2047		
Par Amount As Of 1-1-26 =	\$545,000	Section Of District Obligated To Pay Series 2017 Bonds: Tract B Townhomes	

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2018) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	17,689	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	291,441	287,344	287,344	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 309,130</b>	<b>\$ 288,544</b>	<b>\$ 288,744</b>	
<b>EXPENDITURES</b>				
Principal Payments	176,656	115,000	120,000	Principal Payment Due In 2027
Interest Payments	105,000	170,969	166,944	Interest Payments Due In 2027
Bond Redemption	0	2,575	1,800	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 281,656</b>	<b>\$ 288,544</b>	<b>\$ 288,744</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 27,474</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2018 Bond Information**

Original Par Amount =	\$4,850,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.00% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2018		
Maturity Date =	November 2048		

Par Amount As Of 1-1-26 = \$4,150,000      Sections Of District Obligated To Pay Series 2018 Bonds:  
Expansion Units & Tract B Townhomes

**Century Gardens At Tamiami Community Development District  
Assessment Comparison**

	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Assessment Before Discount*	Fiscal Year 2025/2026 Assessment Before Discount*	Fiscal Year 2026/2027 Projected Assessment Before Discount*
<u>Original Units</u>					
Administrative Assessment For 22' Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For 22' Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For 22' Townhomes</u>	\$ 719.47	\$ 719.47	\$ 719.47	\$ 719.47	\$ 719.47
<b>Total</b>	<b>\$ 825.90</b>	<b>\$ 825.88</b>	<b>\$ 825.82</b>	<b>\$ 825.77</b>	<b>\$ 910.51</b>
Administrative Assessment For 30' Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For 30' Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For 30' Townhomes</u>	\$ 873.67	\$ 873.67	\$ 873.67	\$ 873.67	\$ 873.67
<b>Total</b>	<b>\$ 980.10</b>	<b>\$ 980.08</b>	<b>\$ 980.02</b>	<b>\$ 979.97</b>	<b>\$ 1,064.71</b>
Administrative Assessment For Single Family Homes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For Single Family Homes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For Single Family Homes</u>	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79
<b>Total</b>	<b>\$ 1,391.22</b>	<b>\$ 1,391.20</b>	<b>\$ 1,391.14</b>	<b>\$ 1,391.09</b>	<b>\$ 1,475.83</b>
<u>Expansion Area Units</u>					
Administrative Assessment For Villas	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For Villas	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Villas	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Villas	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Villas</u>	\$ 744.68	\$ 744.68	\$ 744.68	\$ 744.68	\$ 744.68
<b>Total</b>	<b>\$ 2,311.07</b>	<b>\$ 2,311.05</b>	<b>\$ 2,310.99</b>	<b>\$ 2,310.94</b>	<b>\$ 2,395.68</b>
Administrative Assessment For Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Townhomes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Townhomes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Townhomes</u>	\$ 944.68	\$ 944.68	\$ 944.68	\$ 944.68	\$ 944.68
<b>Total</b>	<b>\$ 2,511.07</b>	<b>\$ 2,511.05</b>	<b>\$ 2,510.99</b>	<b>\$ 2,510.94</b>	<b>\$ 2,595.68</b>
Administrative Assessment For Single Family Homes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 57.31
Maintenance Assessment For Single Family Homes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Single Family Homes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Single Family Homes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Single Family Homes</u>	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75
<b>Total</b>	<b>\$ 3,162.14</b>	<b>\$ 3,162.12</b>	<b>\$ 3,162.06</b>	<b>\$ 3,162.01</b>	<b>\$ 3,246.75</b>
<u>Tract B Townhomes</u>					
Administrative Assessment For Tract B Townhomes	\$ 91.00	\$ 93.37	\$ 93.31	\$ 93.26	\$ 90.72
Maintenance Assessment For Tract B Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Tract B Townhomes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Tract B Townhomes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Tract B Townhomes</u>	\$ 903.25	\$ 903.25	\$ 903.25	\$ 903.25	\$ 903.25
<b>Total</b>	<b>\$ 2,503.05</b>	<b>\$ 2,503.03</b>	<b>\$ 2,502.97</b>	<b>\$ 2,502.92</b>	<b>\$ 2,587.66</b>

\* Assessments Include the Following :  
4% Discount for Early Payments  
1% County Tax Collector Fee  
1% County Property Appraiser Fee

Community Information

Original Units	
22' Townhomes	188
30' Townhomes	67
Single Family Homes	191
Total Original Units	446
<u>Expansion Area Units</u>	
Villas	160
Townhomes	101
Single Family Homes	137
Total Expansion Area Units	398
Tract B Townhomes (Expansion Area)	47
Expansion Area Total Units	445

TOTAL UNITS

Original Units:	446
Expansion Area Units:	398
<u>Tract B Townhomes (Expansion Area):</u>	<u>47</u>
Total Units	891
<u>Original Units - Single Family Homes Information</u>	
Total Units	191
Prepayments	1
Billed For Debt	190
<u>Expansion - Single Family Homes Information</u>	
Total Units	137
Prepayments	1
Billed For Debt	136

# Century Gardens At Tamiami Community Development District

**Option 2 - With No General Fund Carryover**

**Proposed Budget For  
Fiscal Year 2026/2027  
October 1, 2026 - September 30, 2027**

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**PROPOSED BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	<b>FISCAL YEAR 2026/2027 BUDGET</b>
<b>REVENUES</b>	
Administrative Assessments	107,533
Maintenance Assessments	119,149
Clubhouse Assessments	343,994
Debt Assessments (Series 2014 - Expansion Area)	431,583
Debt Assessments (Series 2016 - Original Units)	437,905
Debt Assessments (Series 2017 - Townhomes)	42,452
Debt Assessments (Series 2018 - Clubhouse)	305,685
Other Revenue	0
Other Revenue - Clubhouse	0
Interest Income	1,200
<b>TOTAL REVENUES</b>	<b>\$ 1,789,501</b>
<b>EXPENDITURES</b>	
<b>MAINTENANCE EXPENDITURES</b>	
Engineering - Annual Report/Inspections	5,000
Park Landscaping Maintenance (Includes Mulch)	25,000
Park Maintenance & Equipment Reserve	8,000
Street/Roadway	0
Stormwater System Maintenance	65,000
Irrigation System Pump Station Maintenance	3,000
Field Operation Management	4,000
General Maintenance/Contingency	2,000
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 112,000</b>
<b>TOTAL CLUBHOUSE EXPENDITURES</b>	<b>\$ 351,050</b>
<b>ADMINISTRATIVE ASSESSMENTS</b>	
Supervisor Fees	1,500
Payroll Taxes - Employer	115
Management	37,116
Legal	14,000
Assessment Roll	7,500
Audit Fees	6,400
Arbitrage Rebate Fees	1,300
Insurance	8,800
Legal Advertisements	2,500
Miscellaneous	750
Postage	550
Office Supplies	675
Dues & Subscriptions	175
Trustee Fees	17,000
Continuing Disclosure Fees	1,400
Website Management	2,000
Administrative Contingency	500
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 102,281</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 565,331</b>
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 1,224,170</b>
Bond Payments (Series 2014 - Expansion Units)	(405,688)
Bond Payments (Series 2016 - Original Units)	(411,631)
Bond Payments (Series 2017 - Townhomes)	(39,905)
Bond Payments (Series 2018 - Clubhouse)	(287,344)
<b>BALANCE</b>	<b>\$ 79,602</b>
County Appraiser & Tax Collector Fee	(35,766)
Discounts For Early Payments	(71,532)
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ (27,696)</b>
Carryover From Prior Year (Operating)	0
Carryover From Prior Year (Clubhouse)	27,696
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	58,197	53,318	107,533	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	41,387	41,383	119,149	Expenditures/.94
Clubhouse Assessments	343,994	343,994	343,994	Expenditures/.94
Debt Assessments (Series 2014 - Expansion Area)	431,584	431,583	431,583	Payment To Trustee/.94
Debt Assessments (Series 2016 - Original Units)	437,906	437,905	437,905	Payment To Trustee/.94
Debt Assessments (Series 2017 - Townhomes)	42,453	42,452	42,452	Payment To Trustee/.94
Debt Assessments (Series 2018 - Clubhouse)	305,688	305,685	305,685	Payment To Trustee/.94
Other Revenue	0	0	0	Other Revenue
Other Revenue - Clubhouse	3,335	0	0	
Interest Income	32,754	900	1,200	Interest Estimated At \$100 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 1,697,298</b>	<b>\$ 1,657,220</b>	<b>\$ 1,789,501</b>	
<b>EXPENDITURES</b>				
<b>MAINTENANCE EXPENDITURES</b>				
Engineering - Annual Report/Inspections	3,278	3,500	5,000	\$5,000 Increase From 2025/2026 Budget
Park Landscaping Maintenance (Includes Mulch)	19,663	20,000	25,000	No Change From 2025/2026 Budget
Park Maintenance & Equipment Reserve	425	9,000	8,000	\$100 Decrease From 2025/2026 Budget
Street/Roadway	0	4,000	0	Line Item Eliminated
Stormwater System Maintenance	0	0	65,000	Maintenance, Repairs, Baffle Replacement & 5 Year Certification Project
Irrigation System Pump Station Maintenance	0	4,000	3,000	\$1,000 Decrease From 2025/2026 Budget
Field Operation Management	1,200	1,200	4,000	\$2,800 Increase From 2025/2026 Budget
General Maintenance/Contingency	0	2,000	2,000	No Change From 2025/2026 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 24,566</b>	<b>\$ 43,700</b>	<b>\$ 112,000</b>	
<b>TOTAL CLUBHOUSE EXPENDITURES</b>	<b>\$ 250,156</b>	<b>\$ 399,376</b>	<b>\$ 351,050</b>	
<b>ADMINISTRATIVE ASSESSMENTS</b>				
Supervisor Fees	0	1,500	1,500	No Change From 2025/2026 Budget
Payroll Taxes - Employer	0	115	115	Supervisor Fees * 7.65%
Management	35,136	36,144	37,116	CPI Adjustments
Legal	12,508	14,000	14,000	No Change From 2025/2026 Budget
Assessment Roll	7,500	7,500	7,500	As Per Contract
Audit Fees	6,000	6,200	6,400	\$200 Increase From 2025/2026 Budget
Arbitrage Rebate Fees	1,300	1,300	1,300	Fees For Two Bonds (2014,2016) 2017 & 2018 Bonds Qualify For Small User Exception
Insurance	8,032	8,500	8,800	Insurance Estimate
Legal Advertisements	2,364	2,500	2,500	Costs Have Increased Due To Closing Of The Miami Business Review
Miscellaneous	768	750	750	No Change From 2025/2026 Budget
Postage	453	550	550	No Change From 2025/2026 Budget
Office Supplies	823	675	675	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	No Change From 2025/2026 Budget
Trustee Fees	16,496	17,000	17,000	Trustee Fees For Four Bonds (2014,2016,2017,2018)
Continuing Disclosure Fees	1,400	1,400	1,400	Disclosure Fees For Four Bonds (2014,2016,2017,2018)
Website Management	2,000	2,000	2,000	No Change From 2025/2026 Budget
Administrative Contingency	0	1,000	500	Administrative Contingency
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 94,955</b>	<b>\$ 101,309</b>	<b>\$ 102,281</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 369,677</b>	<b>\$ 544,385</b>	<b>\$ 565,331</b>	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 1,327,621</b>	<b>\$ 1,112,835</b>	<b>\$ 1,224,170</b>	
Bond Payments (Series 2014 - Expansion Units)	(411,472)	(405,688)	(405,688)	2027 Principal & Interest Payments
Bond Payments (Series 2016 - Original Units)	(417,500)	(411,631)	(411,631)	2027 Principal & Interest Payments
Bond Payments (Series 2017 - Townhomes)	(40,475)	(39,905)	(39,905)	2027 Principal & Interest Payments
Bond Payments (Series 2018 - Clubhouse)	(291,441)	(287,344)	(287,344)	2027 Principal & Interest Payments
<b>BALANCE</b>	<b>\$ 166,733</b>	<b>\$ (31,733)</b>	<b>\$ 79,602</b>	
County Appraiser & Tax Collector Fee	(15,976)	(33,126)	(35,766)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(61,299)	(66,253)	(71,532)	Four Percent Of Total Assessment Roll
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 89,458</b>	<b>\$ (131,112)</b>	<b>\$ (27,696)</b>	
Carryover From Prior Year (Operating)	0	55,090	0	Carryover From Prior Year (Operating)
Carryover From Prior Year (Clubhouse)	0	76,022	27,696	Carryover From Prior Year (Clubhouse)
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 89,458</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED PROPOSED EXPANSION AREA 2018 PROJECT BUDGET (CLUBHOUSE)**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 ACTUAL THROUGH JANUARY 2026	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>CLUBHOUSE OPERATIONS &amp; MAINTENANCE EXPENDITURES</b>					
Access Control	0	0	750	750	Access Control
Alarm Monitoring	950	335	1,000	1,000	Monitoring Of Clubhouse Fire & Security Alarm Systems
A/C Maintenance/Repairs	3,340	680	3,000	5,000	A/C Maintenance/Repairs
Gym Equipment Maintenance Reserve	4,802	8,876	6,000	6,000	Gym Equipment Maintenance Reserve
Telephone, Cable & Internet Service	3,237	1,076	3,800	3,800	No Change From 2025/2026 Budget
FPL Power	11,751	3,877	15,000	14,000	Electricity For Club Lighting, Pool, Cabana & Irrigation Pump
General Maintenance & Repairs	14,832	9,865	25,000	25,000	No Change From 2025/2026 Budget
Insurance - Property/Casualty/Liability	21,950	19,945	24,326	23,500	Insurance Estimate - Property/Casualty/Liability
Irrigation Repairs & Maintenance	827	0	4,000	3,000	\$1,000 Decrease From 2025/2026 Budget
Janitorial Services & Supplies	17,511	4,739	23,000	21,000	\$2,000 Decrease From 2025/2026 Budget
Landscape Maintenance (Mulch & Plant Replacement)	33,212	5,483	34,000	34,000	Landscape Maintenance (Mulch & Plant Replacement)
Management Fees (Castle)	13,831	4,744	15,000	15,000	Management Fees (Castle)
Office & Kitchen Supplies	1,272	513	1,800	1,800	No Change From 2025/2026 Budget
Payroll - Club Staff	65,610	17,674	75,000	75,000	No Change From 2025/2026 Budget
Payroll - Club Staff Health Insurance	4,193	1,072	7,000	7,000	No Change From 2025/2026 Budget
Pest Control - Interior & Exterior	650	260	1,200	1,200	Pest Control - Interior & Exterior
Pool & Spa Maintenance	28,026	8,203	30,000	30,000	Pool & Spa Maintenance
Printing & Postage	0	0	500	500	Printing & Postage
Property Taxes	0	0	1,000	1,000	Property Taxes
Water & Sewer	2,967	521	5,000	4,500	\$500 Decrease From 2025/2026 Budget
Computer Services	0	48	2,000	2,000	No Change From 2025/2026 Budget
Security	13,094	4,952	17,000	17,000	Security
Oversight & Financial Management	6,000	2,000	6,000	6,000	Oversight & Financial Management
Contingency/Reserve	726	0	20,000	25,000	Contingency/Reserve
Pool Equip, Room Roof Project Reserve	0	0	15,000	15,000	Pool Equip, Room Roof Project Reserve
Camera System Maintenance	1,375	0	3,000	3,000	Camera System Maintenance
Pool & Spa Diamond Brite Project Reserve	0	0	50,000	0	2025/2026 Was Third & Final Year Of Project
Clubhouse & Mail Hut Roof Replacement Reserve	0	0	10,000	10,000	Eighteen Year Project (Fourth Year)
<b>TOTAL CLUBHOUSE OPERATIONS &amp; MAINTENANCE EXPENDITURES</b>	<b>\$ 250,156</b>	<b>\$ 94,863</b>	<b>\$ 399,376</b>	<b>\$ 351,050</b>	
Carryover From Prior Year	0	0	76,022	27,696	Carryover From Prior Year
<b>TOTAL CLUB OPERATIONS &amp; MAINTENANCE EXPENDITURES</b>					
Operating Expenditures	250,156	94,863	323,354	323,354	\$726.64 Per Year * 445 Units = \$323,354
					Assessment Including Discounts & Fees (\$726.64/.94 =
					\$773.02 Per Year * 445 Units = \$343,994)

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2014) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
<b>REVENUES</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>BUDGET</b>	<b>COMMENTS</b>
Interest Income	23,129	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	411,472	405,688	405,688	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 434,601</b>	<b>\$ 406,888</b>	<b>\$ 407,088</b>	
<b>EXPENDITURES</b>				
Principal Payments	150,000	160,000	165,000	Principal Payment Due In 2027
Interest Payments	252,250	242,250	234,250	Interest Payments Due In 2027
Bond Redemption	0	\$ 4,638	\$ 7,838	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 402,250</b>	<b>\$ 406,888</b>	<b>\$ 407,088</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 32,351</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2014 Bond Information**

Original Par Amount =	\$6,175,000	Annual Principal Payments Due =	November 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2014		
Maturity Date =	November 2044		
Par Amount As Of 1-1-26 =	\$4,845,000	Section Of District Obligated To Pay Series 2014 Bonds: Expansion Units	

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2016) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	20,610	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	417,500	411,631	411,631	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 438,110</b>	<b>\$ 412,831</b>	<b>\$ 413,031</b>	
<b>EXPENDITURES</b>				
Principal Payments	250,000	255,000	265,000	Principal Payment Due In 2027
Interest Payments	164,138	152,813	143,688	Interest Payments Due In 2027
Bond Redemption	0	5,018	4,343	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 414,138</b>	<b>\$ 412,831</b>	<b>\$ 413,031</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 23,972</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2016 Bond Refunding Information**

Original Par Amount =	\$5,860,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.00% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	August 2016		
Maturity Date =	May 2037		
Par Amount As Of 1-1-26 =	\$3,845,000	Section Of District Obligated To Pay Series 2016 Bonds:	Original Units

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2017) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	2,294	600	750	Projected Interest For 2026/2027
NAV Tax Collection	40,475	39,905	39,905	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 42,769</b>	<b>\$ 40,505</b>	<b>\$ 40,655</b>	
<b>EXPENDITURES</b>				
Principal Payments	14,000	15,000	16,000	Principal Payment Due In 2027
Interest Payments	24,903	24,023	23,423	Interest Payments Due In 2027
Bond Redemption	0	1,482	1,232	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 38,903</b>	<b>\$ 40,505</b>	<b>\$ 40,655</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 3,866</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2017 Bond Information**

Original Par Amount =	\$650,000	Annual Principal Payments Due =	December 15th
Interest Rate =	2.00% - 4.25%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	December 2017		
Maturity Date =	December 2047		
Par Amount As Of 1-1-26 =	\$545,000	Section Of District Obligated To Pay Series 2017 Bonds:	
		Tract B Townhomes	

**DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2018) BUDGET**  
**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	17,689	1,200	1,400	Projected Interest For 2026/2027
NAV Tax Collection	291,441	287,344	287,344	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 309,130</b>	<b>\$ 288,544</b>	<b>\$ 288,744</b>	
<b>EXPENDITURES</b>				
Principal Payments	176,656	115,000	120,000	Principal Payment Due In 2027
Interest Payments	105,000	170,969	166,944	Interest Payments Due In 2027
Bond Redemption	0	2,575	1,800	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 281,656</b>	<b>\$ 288,544</b>	<b>\$ 288,744</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 27,474</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2018 Bond Information**

Original Par Amount =	\$4,850,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.00% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2018		
Maturity Date =	November 2048		

Par Amount As Of 1-1-26 = \$4,150,000      Sections Of District Obligated To Pay Series 2018 Bonds:  
Expansion Units & Tract B Townhomes

**Century Gardens At Tamiami Community Development District  
Assessment Comparison**

	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Assessment Before Discount*	Fiscal Year 2025/2026 Assessment Before Discount*	Fiscal Year 2026/2027 Projected Assessment Before Discount*
<u>Original Units</u>					
Administrative Assessment For 22' Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For 22' Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For 22' Townhomes</u>	\$ 719.47	\$ 719.47	\$ 719.47	\$ 719.47	\$ 719.47
<b>Total</b>	<b>\$ 825.90</b>	<b>\$ 825.88</b>	<b>\$ 825.82</b>	<b>\$ 825.77</b>	<b>\$ 973.90</b>
Administrative Assessment For 30' Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For 30' Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For 30' Townhomes</u>	\$ 873.67	\$ 873.67	\$ 873.67	\$ 873.67	\$ 873.67
<b>Total</b>	<b>\$ 980.10</b>	<b>\$ 980.08</b>	<b>\$ 980.02</b>	<b>\$ 979.97</b>	<b>\$ 1,128.10</b>
Administrative Assessment For Single Family Homes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For Single Family Homes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
<u>Debt Assessment For Single Family Homes</u>	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79	\$ 1,284.79
<b>Total</b>	<b>\$ 1,391.22</b>	<b>\$ 1,391.20</b>	<b>\$ 1,391.14</b>	<b>\$ 1,391.09</b>	<b>\$ 1,539.22</b>
<u>Expansion Area Units</u>					
Administrative Assessment For Villas	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For Villas	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Villas	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Villas	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Villas</u>	\$ 744.68	\$ 744.68	\$ 744.68	\$ 744.68	\$ 744.68
<b>Total</b>	<b>\$ 2,311.07</b>	<b>\$ 2,311.05</b>	<b>\$ 2,310.99</b>	<b>\$ 2,310.94</b>	<b>\$ 2,459.07</b>
Administrative Assessment For Townhomes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Townhomes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Townhomes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Townhomes</u>	\$ 944.68	\$ 944.68	\$ 944.68	\$ 944.68	\$ 944.68
<b>Total</b>	<b>\$ 2,511.07</b>	<b>\$ 2,511.05</b>	<b>\$ 2,510.99</b>	<b>\$ 2,510.94</b>	<b>\$ 2,659.07</b>
Administrative Assessment For Single Family Homes	\$ 57.59	\$ 59.96	\$ 59.90	\$ 59.85	\$ 120.70
Maintenance Assessment For Single Family Homes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Single Family Homes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Single Family Homes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Single Family Homes</u>	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75	\$ 1,595.75
<b>Total</b>	<b>\$ 3,162.14</b>	<b>\$ 3,162.12</b>	<b>\$ 3,162.06</b>	<b>\$ 3,162.01</b>	<b>\$ 3,310.14</b>
<u>Tract B Townhomes</u>					
Administrative Assessment For Tract B Townhomes	\$ 91.00	\$ 93.37	\$ 93.31	\$ 93.26	\$ 154.11
Maintenance Assessment For Tract B Townhomes	\$ 48.84	\$ 46.45	\$ 46.45	\$ 46.45	\$ 133.73
Clubhouse O&M Assessment For Tract B Townhomes	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02	\$ 773.02
Clubhouse Debt Assessment For Tract B Townhomes	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94	\$ 686.94
<u>Debt Assessment For Tract B Townhomes</u>	\$ 903.25	\$ 903.25	\$ 903.25	\$ 903.25	\$ 903.25
<b>Total</b>	<b>\$ 2,503.05</b>	<b>\$ 2,503.03</b>	<b>\$ 2,502.97</b>	<b>\$ 2,502.92</b>	<b>\$ 2,651.05</b>

\* Assessments Include the Following :  
4% Discount for Early Payments  
1% County Tax Collector Fee  
1% County Property Appraiser Fee

Community Information

Original Units	
22' Townhomes	188
30' Townhomes	67
Single Family Homes	191
Total Original Units	446
<u>Expansion Area Units</u>	
Villas	160
Townhomes	101
Single Family Homes	137
Total Expansion Area Units	398
Tract B Townhomes (Expansion Area)	47
Expansion Area Total Units	445

TOTAL UNITS

Original Units:	446
Expansion Area Units:	398
<u>Tract B Townhomes (Expansion Area):</u>	47
Total Units	891
<u>Original Units - Single Family Homes Information</u>	
Total Units	191
Prepayments	1
Billed For Debt	190
<u>Expansion - Single Family Homes Information</u>	
Total Units	137
Prepayments	1
Billed For Debt	136

**SMALL PROJECT AGREEMENT  
(Clubhouse Roof Repair 2026)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this 14 day of May, 2026 (the “Agreement”), by and between:

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33401 (the “District”),

and

**ACTION ROOFING SERVICES, LLC**, a Florida limited liability company, whose principal and mailing address is, 3009 NW 25<sup>th</sup> Avenue, Pompano Beach, Florida 33069 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District is the owner of a clubhouse facility known as the Gardens By The Hammocks Club, located within the boundaries of the District at 15080 SW 116th Terrace, Miami, Florida 33196 (the “Clubhouse”); and

**WHEREAS**, the District desires to secure the services of a contractor to perform Clubhouse roof repair services, including, but not limited to, removal of tile and underlayment in the leaking areas, replacement of rotted wood where necessary, installation of new base sheet or modified bitumen and associated metal components as needed, sealing of leaking areas, replacement and/or reinstallation of roof tiles, installation of vents and flashing, valley repairs, and all related materials and labor, as more particularly described in Estimate No. 28082374 dated March 19, 2026, submitted by Action Roofing Services, which estimate is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”); and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

## SECTION 2. DUTIES

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit "A".

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

N. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

O. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

**SECTION 3. COMPENSATION.**

Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **SIX THOUSAND NINE HUNDRED SEVENTY-FIVE AND 00/100 (\$6,975.00) DOLLARS** (See Exhibit "A"). It is understood and agreed that District shall be responsible, at cost, for any permit fees required by Miami-Dade County, any municipality, or other governing entity or agency having jurisdiction thereof (if any).

<b>Percentage of total sum</b>	<b>Amount</b>	<b>Description</b>
Fifty Percent (50%) deposit	\$3,487.50	Upon execution of this Agreement.
Fifty percent (50%) final payment	\$3,487.50	Final Payment shall be contingent upon (i) permit closure, (ii) completion of the work of the Project, and (iii) the District's acceptance of the Project.

Payment of the final payment toward the contract amount set forth above will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, and any other applicable permitting agencies. Payment for any approved Additional Costs or approved Extra Work shall be made upon completion of the same and upon District's receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule.

**SECTION 4. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 5. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 6. TERM AND TIME FOR PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than Friday, May 22, 2026, weather permitting. The parties acknowledge that the estimated time to complete the project is five (5) days. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**SECTION 8. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party 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.

**SECTION 9. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

**SECTION 11. WARRANTY.** The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. The warranty herein is in addition to any manufacturer's warranties on the improvements, materials, or equipment installed as part of the Project.

**SECTION 12. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

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

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Century Gardens at Tamiami Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

### **SECTION 13. CHANGES IN WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

### **SECTION 14. REMEDIES FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

**SECTION 15. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

**DISTRICT:**                   **Century Gardens at Tamiami  
Community Development District**  
2501A Burns Road  
Palm Beach Gardens, Florida 33401  
Attention: District Manager

**With copy to:**               **District Counsel**  
Billing Cochran, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

**CONTRACTOR:**           **Action Roofing Services, LLC**  
3009 NW 25<sup>th</sup> Avenue  
Pompano Beach, Florida 33069  
Attention: Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**SECTION 16. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

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

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (305) 777-0761  
EMAIL: bbarba@sdsinc.org**

**SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 20. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit "A" is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit "A".

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

**SECTION 25. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs

incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 26. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
  1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
  2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
  3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 28. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, 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, proposal, or reply on a contract to provide any goods or

services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; 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 following the date of being placed on the convicted vendor list.

**SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**CENTURY GARDENS AT TAMIAMI  
COMMUNITY DEVELOPMENT  
DISTRICT**

Gloria Perez

Ramon E. Javier (May 15, 2026 10:03:51 EDT)

Print name: Gloria Perez  
District Manager/Secretary

Print name: Ramon Javier  
Chairman

14 day of May, 2026

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

**CONTRACTOR:**

**ACTION ROOFING SERVICES, LLC**, a Florida limited liability company

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

Ryan Krantz  
By: Ryan Krantz (May 15, 2026 09:06:48 EDT)

Print name: Ryan Krantz

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

Title: Director of OPS

14 day of May, 2026

(CORPORATE SEAL)

**EXHIBIT "A"**

**PROPOSAL**



Action Roofing Services  
 2520 NW 97th Ave #100  
 Doral, FL 33172  
 License #CCC1336714

Estimate 28082374  
 Estimate Date 3/19/2026

**Billing Address**

Century Gardens at Tamiami CDD  
 15080 Southwest 116th Terrace  
 Miami, FL 33196 USA

**Job Address**

Century Gardens at Tamiami CDD  
 15080 Southwest 116th Terrace  
 Miami, FL 33196 USA

**Description of work**

1. Remove tile and underlayment in leaking area only.
2. Replace rotted wood where necessary in leaking area only.
3. Install new base sheet or modified bitumen and galvanized metal only if necessary.
4. Seal leaking area with plastic cement and roofing membrane.
5. Replace tile we remove with new and/or existing.
6. Clean area and haul away roofing debris.
7. Tile will not match exactly due to age and or availability.
8. Any stucco repairs or painting to be done by others.
9. Our work is guaranteed for 1 year.
10. Up to 40 feet valley replacement included
11. 1 J vent installation
12. 18 feet wall flashing
13. Replace up to 7 tiles.

Repairs require 50% deposit, 50% when job is complete.

Service #	Description	Quantity	Your Price	Total
Roof Repair - Completion	Replace/Repair of tiles or shingles.	1.00	\$3,525.00	\$3,525.00
Valley Repair-Tile	Remove existing tile and underlayment in leaking area. Replace rotted wood where necessary. Install new underlayment and valley metal Bull overlap where repair and existing roof meet. Install new tiles and/or use existing if possible.	1.00	\$3,450.00	\$3,450.00

<b>Sub-Total</b>	\$6,975.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$6,975.00
<b>Deposit/Downpayment</b>	\$0.00
<b>Est. Financing</b>	\$129.16

Thank you for choosing Action Roofing Services

**Authorization To Perform Work:** In signing below, you acknowledge that you have fully read the Terms and Conditions hereunder and authorize the above work totaling \$6,975.00 to be performed at 15080 Southwest 116th Terrace, Miami, FL 33196 USA. Payment in the full amount of \$6,975.00 is due immediately upon completion of the work outlined above.

**Waiver of 3 Day Right to Cancel:** Customer agrees and acknowledges that under state and federal law, Customer has a right to cancel this Agreement upon written notice to Company within three (3) business days of the Effective Date hereof without penalty or obligation and receive a full refund of any payments made to Company uncompleted work. Customer hereby, knowingly and voluntarily WAIVES the right to cancel this Agreement and request Company to perform the Initial Scope of Work (or any portion thereof) immediately upon execution of this Agreement or as soon as reasonably possible by executing the Waiver set forth below. For purposes of this Agreement an "Emergency" shall include and not be limited to a Customer's decision to expressly waive the three-day cancelation policy due to Customer experiencing undesirable temperatures as a result of a malfunctioning or defective air conditioning system (or any portion thereof) or any other matter deemed an "Emergency" by Customer.

1. Definitions: Attached hereto as Exhibit "1" are certain defined terms applicable to this Agreement and such definitions are incorporated to each respective defined term throughout the entirety of this Agreement.
2. Authorization of Work: By signing this Agreement, Customer expressly authorizes the provision and/or performance of the parts, labor, materials, equipment, and services set forth in the Initial Scope of Work as well as any required Additional Services and/or expressly authorized Change Orders. Customer agrees to timely pay for all charges, fees, or invoices as set forth in the Initial Scope of Work as well as any Change Orders or Additional Services, together with all applicable taxes, permit fees or other fees associated with the Scope of Work. UNLESS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO ANY APPLICABLE STATUTORY RIGHT OF CANCELLATION OR RESCISSION, WARRANTY OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES, CUSTOMER AGREES AND ACKNOWLEDGES THAT ALL SALES ARE FINAL AND NON-REFUNDABLE, EXCEPT AS PROVIDED UNDER APPLICABLE LAW OR THE TERMS OF THIS AGREEMENT. FURTHERMORE, ONCE WORK HAS COMMENCED, ANY CANCELLATION BY THE CUSTOMER, IF PERMITTED UNDER APPLICABLE LAW OR THE TERMS OF THIS AGREEMENT, WILL RESULT IN THE CUSTOMER BEING LIABLE FOR PAYMENT FOR ALL WORK COMPLETED TO DATE PLUS ANY ADDITIONAL COSTS INCURRED BY THE COMPANY AS A RESULT OF THE CANCELLATION. NOTHING CONTAINED HEREIN SHALL OBLIGATE COMPANY TO ACCEPT THIS PROPOSAL AND THIS PROPOSAL SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED BY A CORPORATE OFFICER OF COMPANY. IN THE EVENT COMPANY DECLINES TO ACCEPT THIS PROPOSAL FOR ANY REASON, IT SHALL BE WITHOUT PENALTY TO COMPANY, AND ANY DEPOSITS SHALL BE RETURNED TO CUSTOMER (minus any applicable restocking or permitting fees and/or reasonable costs already incurred by Company).
3. Engagement; Scope of Services: The terms and conditions governing all products or services delivered hereunder, including the Initial Scope of Work and any Additional Services, Expenses, or Change Orders associated therewith, are exclusively limited to those set forth herein. By accepting the performance or delivery of any Company products or services, Customer agrees to be bound by and accepts these Terms and Conditions unless otherwise expressly set forth in writing by Company. Upon Company's written acceptance of this Proposal, these Terms and Conditions shall constitute a binding contract between the Customer and the Company and referred hereto as "Terms and Conditions" or the Agreement. All fees, expenses, and scheduling set forth in this Agreement or in any Change Orders are based upon the information provided by Customer and in the event this information is not current, is incomplete, inaccurate, violative of any law or Code requirements, or if conditions are discovered that were not readily observable by visual examination without destructive testing or examination, or if Customer orders Additional Services, the Initial Scope of Services will change, even while the Services are in progress. Customer hereby grants Company and/or Company's agent or representative a right to access the Property.
4. Pricing and Payments: Customer shall pay the Company according to the terms contained in this Agreement. In the event Customer is not paying an invoice in full prior to the commencement of work, Company in its sole discretion, may delay the commencement of any work until such time Customer is approved by Company's credit department. In the event Customer is not approved, Company reserves the right to terminate this Agreement without penalty and Customer will be refunded any deposit made prior thereto (minus any applicable Restocking or Permitting Fees and/or costs already incurred by Company). Any services, deliverables, costs, or materials not expressly set forth in the Initial Scope of Work shall be deemed Additional Services or Additional Expenses and shall be subject to additional payment and invoicing. At no time will the Company be responsible for any services, work, deliverables, or documents not particularly identified in a written contract signed by both Company and Customer. Additionally, Customer agrees as follows:
  - a. Unless otherwise expressly set forth herein, all invoices must be paid in full prior to the commencement of any work or as otherwise set forth on these Terms and Conditions.
  - b. All orders not paid in full in advance will be subject to the Company's Credit Department approval.
  - c. The Company will retain title to all products and equipment installed until final payment is made by the Customer.
  - d. The Company reserves the right to charge the Customer's credit card on file for any unpaid balance upon completion of the Scope of Work.
  - e. Deposits may be required to be paid in advance.
  - f. Unless otherwise set forth herein, all sales are final.
  - g. Any and all checks returned for insufficient funds are subject to a \$35.00 fee per incident in addition to any damages permitted under Florida law. Customer agrees not to initiate a chargeback on any credit card payment concerning contractual disputes without first providing the Company with reasonable notice and an opportunity to address and rectify dispute.
  - h. ANY AND ALL PROPOSALS MADE BY COMPANY MAY BE WITHDRAWN WITHOUT PENALTY IF NOT ACCEPTED BY CUSTOMER WITHIN 3 BUSINESS DAYS OF THE PROPOSAL DATE.
5. Additional Materials Provision: Notwithstanding anything to the contrary set forth herein, in the event that, upon commencement of the roofing services under this Agreement, the Company uncovers the roof and determines that additional materials are needed which were not identified in the Initial Scope of Work, the Company is hereby authorized to procure such required additional materials necessary to complete the roofing services in accordance with applicable building codes and roofing standards. The cost of such additional materials shall be charged to the Customer and shall be due and payable upon presentation of an invoice for the same. These additional materials and associated costs shall NOT be deemed a Change Order as defined in this Agreement, but as necessary adjustments to the Initial Scope of Work. The Customer expressly consents to bear the cost of such additional materials at the rates set forth herein, acknowledging that these adjustments are crucial for the completion of the services in accordance with all state and federal laws, rules, and regulations applicable to Roofing Contractors. For double or triple roofs, a charge of \$40.00 per 100 square feet will be assessed for removal of each extra roof layer in addition to any disposal costs. Roof systems that are mopped to the deck (no longer allowed) will be removed down to an acceptable work surface and a charge of \$20.00 per 100 square feet will be assessed in addition to any other applicable charges including disposal charges. When a hurricane is forecast with sufficient warning to do so, Company will do its best to remove loose roofing related materials from the jobsite and attempt to leave the roof in a watertight condition to the extent feasible. In such event, there will be a charge of \$25.00 per 100 square feet of sloped roofing area. With the tremendous wind force of hurricane, tornado, or named storm, there is no guarantee that the tile(s) will remain on the roof or that no water intrusion will occur and Company is not responsible for damages cause tile or debris that becomes airborne, water damages, tile replacement or underlayment repair.
6. Default and Collections: Full Balance is due upon completion of work. Customer agrees that interest shall begin to accrue on any unpaid balance as of the date of default of any terms of payment at the lesser of eighteen percent (18%) per annum, or the maximum rate allowed by law. In the event Customer's account must be referred to collections, in addition to any unpaid balance, and accrued interest, Customer agrees to pay all costs and fees, including reasonable attorney's fees incurred by reason of such default in payment, whether or not suit is filed. Company further reserves any and all rights afforded to it under applicable law to place a lien on the Property.
7. Remedies in the event of Customer Default: Customer will be in default if: (1) any payment called for under this Contract or change orders associated with Contract is not made promptly when due; (2) any obligation or duty required of the Customer is not promptly performed; (3) any conditions warranted by the Customer proves to be untrue; or (4) Customer fails to provide access to property. In the event of default by Customer, Company may do any or all of the following: (1) Suspend the work and remove its equipment from

the premises; (2) Remove any equipment. In this regard, Customer agrees that Company may enter upon Customer's property for the purpose of repossessing such equipment without liability to Customer for trespass or any other reason; or (3) Terminate the Contract. These rights are in addition to any rights that Company has pursuant to statute or common-law.

8. Acceleration of Payment: In the event Customer denies access to the Company to perform to work or in any way delays Company's performance of its obligations for more than 3 calendar days, including but not limited to inspections or any payment obligations, the entire unpaid balance of this Contract shall become immediately due and owing. Customer must pay the entire contract balance in full before any further work, including inspections, repairs, or warranty work will commence. Customer denying access or delaying Company's performance of its obligations for more than 3 calendar days shall be a material breach of this Contract.

9. Third Party Financing: In the event Customer obtains third-party financing for all or any portion of the Scope of Work, Customer agrees that any and all charges, finance fees, or other incidental costs or fees incurred as a result of such third-party financing agreement are the sole and exclusive obligation of Customer and are separate and independent from the fees paid to Company pursuant to this Agreement. Company makes no representations or warranties whatsoever with respect to any to the terms and conditions of any third-party financing agreement, or as to whether Customer will qualify for such financing. This Contract is in no way contingent on Customer securing any financing. Customer is responsible to pay the entire balance of the Contract with or without the use of financing. In the event Customer obtains third-party financing of any kind, regardless of whether Company directly or indirectly assisted Customer in obtaining such financing, Customer hereby knowingly and voluntarily releases Company from and against any and all claims, damages, costs, or fees associated with such third party financing agreement and knowingly and voluntarily assumes the risks associated with such third-party financing including any and all risks, damages, or fees associated with any required credit check/report, including any potential impact on Customer's credit score.

10. Cancellation: To the exclusion of a written waiver of cancellation rights, Customer may cancel this Agreement within 3 days of signing without penalty by sending written notice to Company in compliance with Fla. Stat. §520.72. Any cancellation after this 3-day period (or after such waiver of cancellation rights) and prior to commencement of the work will result in Customer's forfeiture of any deposits (the "Deposit Forfeiture"). Additionally, Customer agrees and acknowledges that Company reserves the right, in its sole and exclusive discretion to charge Customer a restocking fee equal to Twenty Percent (20%) of the costs and fees associated with any parts, equipment, or materials included in the Scope of Work that have been obtained by the Company (the "Restocking Fee"). Additionally, in the event cancellation occurs beyond the 3-day period (or after Customer's waiver of such cancellation period), Customer agrees to be charged a permit cancellation fee of \$350.00 (the "Permit Cancellation Fee") as reimbursement for costs associated with cancelling previously applied for permits.

11. Customer's Right to Cancel and Waiver in The Case of Emergency: Under state and federal law, Customer has a right to cancel this Agreement by providing written notice to Company sent certified mail return receipt requested within three (3) business days of the Effective Date hereof without penalty or obligation and receive a full refund of any payments made to Company for uncompleted work. In the event of an "Emergency," Customer may knowingly and voluntarily waive the right to cancel this Agreement and request Company to perform the Initial Scope of Work (or any portion thereof) immediately upon execution of this Agreement or as soon as reasonably practical by executing the Waiver set forth below. For purposes of this Agreement an "Emergency" shall include and not be limited to a Customer's decision to expressly waive the three-day cancellation policy due to Customer experiencing conditions at the Jobsite/Property that pose immediate risk to the safety, operational efficiency, or legal compliance of the work or any other matter deemed an "Emergency" by Customer.

12. Limitation on Cancellation: Customer agrees and acknowledges that the 3 day right to cancel is only applicable to services, work, parts, labor, materials, and equipment scheduled for performance or installation at a future date and does not apply to any invoicing, costs, or fees, associated with initial visits or diagnostics as requested by Customer, or the invoicing, costs, or fees applicable to Services actually rendered by Company at the express written consent (and waiver of such cancellation right) of Customer prior to such cancellation.

13. Performance or Condition of Existing Equipment: Company is not responsible for the performance, functionality, or compatibility of existing materials, decking, conditions, or defects (or any warranties associated therewith) that Customer has not contracted Company to repair or replace in their entirety. Any Warranty or Guarantees made by Company herein are only applicable to the provision of work, services, and materials, specifically contracted for under this Agreement and provided by Company. Under no circumstances will Company warrant, guarantee, be responsible or liable for any pre-existing conditions, workmanship, parts, labor, or materials, or any workmanship, parts, labor, or materials provided in whole or in part by any third party. If Customer rejects Company's recommendation to replace any existing conditions, parts, or materials, any limited warranty of Company on the repair of such conditions or materials shall be voided to the fullest extent permitted by law.

14. Company Limited Warranty: Subject to the limitations and exclusions set forth herein, Company shall provide Customer with a limited warranty against defects in the quality of workmanship as follows (the "Warranty Period"): For replacement of metal and tile roofs the limited warranty on workmanship defects shall be for the life of the materials; shingle roofs shall have a limited warranty on labor for a period of fifteen (15) years from the Effective Date hereof; flat roofing systems shall have a limited warranty on labor and workmanship for a period of ten (10) years from the Effective Date hereof. Notwithstanding the foregoing, Company shall not be liable during or following the Warranty Period for any: (a) damage attributable to ordinary wear and tear or misuse; (b) defects that are a natural characteristic of the materials used; (c) loss, injury or damages caused in any way by extreme weather conditions; (d) conditions resulting from any undisclosed pre-existing parts, materials, or deficiencies in the roofing system; (e) any water leak, blockage, damage, or other malfunction of pre-existing conditions, materials, or parts; (f) parts, labor, or materials installed or provided by any third party; and/or (g) air leaks arising from undisclosed structural deficiencies within existing conditions, materials, or parts. Company is not responsible for any loss, delay, or damages whether interior or exterior resulting from rains, acts of God, vandalism, or caused by third parties, including but not limited to damage to electronics, walls, ceilings, flooring, interior contents, or personal property. The Company is not responsible for any warranties provided by any third party. The Company makes no warranty to Customer regarding materials and/or equipment installed (other than a warranty of title), and the Company authorizes no third person or party to assume any warranty obligation or liability on Company's behalf. The only warranties applicable for the materials and/or equipment installed are those, if any, extended by the respective manufacturer. The Company disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability to the fullest extent permitted by law. Under no circumstances shall the Company be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty in its entirety. By signing this Agreement, Customer agrees and acknowledges that Company makes no representation or warranty regarding the services performed pursuant to this Agreement (including the material and equipment installed) other than limited warranty to correct defective workmanship which is measured by passing any building department inspections. The limited warranty terminates at the expiration of the applicable Warranty Period unless voided under the terms of this section. Customer must notify Company in writing of any alleged

defects within seven (7) days after completion of the Scope of Work. Notwithstanding the foregoing, Customer must notify Company within seventy-two hours of any leak detected and Customer acknowledges it is his/her/its responsibility to take reasonable and immediate action to avoid further damage. Customer must allow Company a reasonable opportunity to correct any defective work causing such leaks. Company assumes no liability for damage caused by high-speed winds, hurricanes, tornados, fire or other hazards. Company's limited warranty and the liability associated therewith extends only to those areas to which the Company performed repairs or replacements as set forth in this Agreement and to no other areas. Upon Company's receipt of notice regarding any alleged leak caused by defective work, Company will send a representative to inspect and investigate the reported leak. More than one inspection may be required to isolate the cause, and it is the responsibility of the Customer to provide acceptable times and dates for such inspections. Customer agrees and acknowledges that a service charge of \$45.00 per man hour will be assessed for all service calls that find leaks that are not directly related to the work done by Company. If this charge is not paid within thirty (30) days of Customer's receipt of invoice, the limited warranty provided hereunder shall be null and void. Furthermore, the limited warranty provided hereunder does not cover leaks and damages caused by structural failures, vandalism, rodents, vermin, insects, gutters, rising nails, or any other penetrations of membrane.

15. **Mold:** The Company shall not be responsible for any claims, damages, actions, costs, or liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal of any mold or hazardous materials is excluded from the Initial Scope of Work, and the Company reserves the right to stop work until such mold or hazardous material are removed. NOTWITHSTANDING THE VISIBLE EXISTENCE OF MOLD GROWTH WHICH MAY BE ACKNOWLEDGED BY A COMPANY TECHNICIAN, NEITHER COMPANY NOR ANY COMPANY REPRESENTATIVE ARE AUTHORIZED TO DIAGNOSE ANY SUCH GROWTH AS "MOLD." ANY SUCH DIAGNOSIS REQUIRES A CERTIFIED MOLD TEST. IN CASES WHERE VISIBLE GROWTH MAY BE SEEN OR ACKNOWLEDGED, CUSTOMER AGREES THAT ANY ACKNOWLEDGEMENT BY COMPANY IS EXCLUSIVELY LIMITED TO INDICATING THE PRESENCE OF SUCH GROWTH. UNDER NO CIRCUMSTANCES SHALL SUCH ACKNOWLEDGEMENT BE CONSTRUED AS CONFIRMATION BY COMPANY OF THE PRESENCE OF ACTUAL MOLD OR THE ASSUMPTION OF LIABILITY ASSOCIATED THEREWITH.

16. **Nuisance, Debris, Fumes and Emissions:** Customer understands and acknowledges that odors, fumes, vapors, and emissions from roofing products will be released as part of the services to be performed by Company. Customer shall be responsible for interior air quality, including but not limited to controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. Customer shall indemnify and hold Company harmless from and against claims relating to odors, fumes, vapors, and emissions that are emitted during the normal roofing process. During the application of the roofing system, vibration from the roof may be transmitted throughout the Property. Customer is solely and exclusively responsible for all objects hung from the exterior or interior walls, the ceiling, and sots. It is not uncommon for these items to fall during installation and Company shall not be held responsible for any damage or injury as a result thereof. Moreover, roofing can cause dust, debris, and small particles from the roof installation to enter the Property, including the interior and attic. Customer will use extreme caution when opening the attic access after repairs or installation as small particles may filter down.

17. **Access:** Company and material distributor(s) shall require driveway access with heavy materials and equipment. Company shall not be liable or responsible for any subsequent damage to Customer's driveway or curbs. Customer and his/her/its invitees/licensees shall not walk under work area while roof work is in progress. The construction site is a danger to person(s) on the ground from falling debris and materials located on site.

18. **Ponding Water:** Ponding water is defined as a roof surface that is incompletely drained. Positive drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area within 72 hours after rainfall. Customer understands that a ponding water condition is not indicative of a defective roof system, and that positive drainage is a design goal but not always achievable. Company will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA).

19. **Asbestos and Toxic Material:** Company is not responsible for expenses, claims, or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material.

20. **Electrical Conduit and Other Apparatus:** Company's price is based on there not being electrical conduit or other material embedded within the roof assembly unless expressly identified on the face of the proposal. Customer will indemnify Company from any personal injury, damage, claim, loss or expense resulting from the presence of an undisclosed electrical conduit. Customer shall compensate Company for additional time, labor and expense resulting from the presence of such condition. Company roofers are not licensed electricians and will not be responsible for wiring electrical accessories attached to the roofing system. In the event Company removes a satellite dish/solar panels/other electrical conduits from said roof in order to complete work, the Customer shall be solely responsible for hiring a qualified technician to reinstall/align such equipment at his/her/its sole cost and expense. Gutters, screens, awnings, solar panels, water heaters, decorations, weather vanes, etc., are sometimes installed on the roof or just below the edge of the roof. They should be removed by the Customer when possible to avoid any damages. These items may be attached to rotted wood or be restricting the ability to install the new roof properly. If so, they are to be disconnected by the Customer at the Customer's sole cost and expense. Company will remove and haul away all gutters attached to rotted wood or attached through eave drip metal if not removed by Customer beforehand. Company will coordinate screen disconnection/reconnection and/or super-gutter installation although Customer is responsible for all costs and expenses associated therewith. On tile roofs, closures will be installed under the eave row of tile where the access is restricted by gutters, screening, awnings, or anything else. These closures will not match the tile color exactly.

21. **Pools, Hot Tubs, Ponds, Fountain:** During some phases of the re-roofing Company will place a tarp over these items which are in close proximity to the roof. Under certain conditions some debris may still get into the water. Company will remove the larger pieces of debris but due to the corrosive nature of chlorine, a vacuum should be used as soon as possible to remove smaller particles and avoid staining. Company cannot and will not be held responsible for any stains that may occur if not vacuumed by Customer immediately nor for any pre-existing damages such as stains, cracks, disadhering marseite or "Diamond Brite" etc.

22. **Wall Flashing ("L" Flashing):** Flashing that is readily accessible will be replaced with new galvanized unless otherwise specified. Wall flashing that is installed behind stucco, siding, stones, brick, etc., will not be replaced unless rusted out. Galvanized "L" Flashing and galvanized reglet flashing installed as described herein will be replaced at a rate of \$14.00 linear foot. Copper "L" Flashing will be replaced at a rate of \$20.00 per linear foot. Customer is solely and exclusively responsible for the repair and replacement of all stucco, siding, stone or brick, including painting, prior to the Company's installation of tile or shingles, unless otherwise specifically contracted for by Company in writing.

23. **General Disclaimer:** Customer agrees and acknowledges that Company is not responsible for painting, patchwork or repair work that may be required following equipment removal, modification or installation unless expressly agreed upon by Company. Proper installation and/or repair of the roofing system may require replacement of existing flashing. During such replacements, siding adjacent to this flashing which has deteriorated may crack, break, or tear. Company will make every reasonable effort to avoid damage but will not be responsible for any consequential damage to siding. Company is considerate of Customer's landscaping but due to the nature of

roofing system installation and repair, Customer acknowledges that some damage may occur and Company will not be held responsible for any such damage absent gross negligence.

24. Risk of Loss: Customer shall be responsible and bear the risk of loss to any material or equipment once delivered to the Project.

25. Customer Representations and Warranties: As a material inducement to Company accepting this Proposal, Customer represents and warrants that he/she/it is (A) the title holder of the Property with legal authority to engage Company to perform the Services hereunder; or (B) has received all necessary authorizations and approvals from the title holder of the Property and/or any other required authorizations or approvals necessary to execute this Agreement and engage Company to perform the Services contemplated herein. Customer shall indemnify and hold Company harmless from and against all claims, losses, liabilities, and/or damages associated with Customer's breach of its representations and warranties contained herein (including costs and reasonable attorney's fees associated therewith) and shall assume sole and exclusive liability to the Title holder.

26. Indemnification: To the fullest extent permitted under Florida law, Customer agrees to indemnify and hold Company harmless to the extent that Company suffers any damages to any person or entity, including damages or additional work required by a municipality or building department, to the extent caused by the acts or omissions of Customer and/or its contractors, design professionals, employees or agents.

27. Right to Communication and Publicity: You have provided express written consent to receive autodialed and prerecorded calls, voicemails, emails, texts, and SMS/MMS with marketing communications from Company and its affiliates regarding services at the number listed on the invoice, even if the number is on a corporate, state, or national Do Not Call list. This consent may be withdrawn by the Customer at any time by providing written notice to the Company. Consent is not a condition to purchase services or products. Customer agrees and acknowledges that it has been informed by Company that all calls between Customer and Company are recorded and Customer knowingly and voluntarily consents to the recording of all calls with or without a prerecorded warning. In consideration for Company entering into this Agreement, Customer hereby authorizes Company to market, publish, exploit, advertise, disseminate, and broadcast Customer's name and likeness as well as any photographs taken at the Jobsite in connection with the Company's products and services in any medium now known or hereinafter developed, provided that such use does not infringe upon the Customer's privacy rights or disclose any confidential information. The license granted under this section is royalty free, for perpetuity and survives termination regardless of the reason for termination.

28. Substitutions and Third-Party Exposure: Should the Company be unable to obtain material(s) specified in the Agreement or any Change Order, the Company shall have the right, after consultation with and approval from the Customer, to substitute comparable materials and such substitution shall not affect the Agreement Price without the express written agreement of the Customer. Nothing contained herein shall create a contractual relationship with, or a cause of action in favor of any third party. The Company shall not be liable for any claims, damages, or losses suffered by any third party, unless such claims, damages, or losses are proximately caused by Company's gross negligence or willful misconduct.

29. Entire Agreement and Binding Effect: This Proposal shall only become binding upon written acceptance by Company and Customer. Upon such mutual written acceptance on the terms provided hereunder, the Proposal shall become a binding Agreement. Upon acceptance, this Agreement, including the recitals, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Upon Company's acceptance of this Proposal, the Parties intend this document to become legally binding upon and shall inure to the benefit of each of them and their respective heirs, successors, and assigns. Each Party acknowledges that in entering into this Agreement, he/she/it has not relied on any promise, representation, or warranty not expressly contained in this Agreement. NO COMPANY REPRESENTATIVE OR TECHNICIAN HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTEES OTHER THAN BY AN INSTRUMENT IN WRITING EXECUTED BY THE DULY AUTHORIZED OFFICER OF COMPANY AND CUSTOMER. ALL MODIFICATIONS TO THIS AGREEMENT MUST BE MADE IN WRITING AND SIGNED BY THE PARTY TO BE CHARGED.

30. Governing Law and Choice of Forum: This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed and construed in accordance with the laws of the state of Florida. The sole and exclusive venue and jurisdiction for any action brought to enforce or interpret this Agreement and/or the provision of services arising hereunder shall be the federal and state courts located in Broward County, Florida and Customer irrevocably consents to such jurisdiction and venue.

31. Mandatory Arbitration Provision: Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Broward County, Florida, before one arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Company and Customer agree that any arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the AAA's Commercial Arbitration Rules, then the remainder of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

32. Notice and Opportunity to Cure. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. As an absolute condition precedent to making a warranty claim, terminating this agreement, or filing any civil or administrative action or proceeding, whatsoever, Customer must first notify Company by certified mail, of each and every particular complaint, dispute or dissatisfaction, and shall provide Company with a reasonable opportunity to cure.

33. Attorney's Fees: The prevailing party in any action (including arbitration) initiated to enforce or interpret the terms of this Agreement shall be entitled to an award of its costs and attorney's fees incurred in such action from the non-prevailing party.

34. Miscellaneous: This Agreement represents the entire agreement between the parties. All prior agreements, negotiations, promises, or representations are merged into this Agreement. This Agreement may be altered or modified only by a writing executed by Customer and Company. The headings in this Agreement are for reference only and shall not be considered in interpreting this Agreement.

35. Severability: It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Florida, the contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

36. FINAL ACKNOWLEDGEMENT OF CUSTOMER: Prior to signing this Agreement and authorizing the work to be performed hereunder, Customer agrees and acknowledges he/she/it has: Been provided a full and complete copy of this Agreement in legible font, had a reasonable opportunity to read, review, and ask questions on each and every term contained herein prior to signing whether electronically or otherwise; Has fully read and reviewed each and every term of this Agreement prior to signing and agrees to be bound by its terms; Customer has been given various options regarding the services to be performed and is knowingly and voluntarily

engaging Company to perform such services hereunder and that such services/options elected by Customer are chosen because Customer, in Customer's sole discretion believes such options/services are in Customer's best interest although other options or services may be cheaper. Prior to selecting any option or upgrade hereunder, Customer has done due diligence independent from any representation of Company and is not relying upon any representation by Company and or its technician (whether written or oral) unless expressly set forth in this Agreement.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board  
2601 Blair Stone Road  
Tallahassee, Florida 32399  
(850) 921-6593

**Defined Terms**

a. "Additional Expenses" are actual expenditures made by Company at the request of Customer in connection with any Additional Services (as defined herein). All such costs and charges if not included in the initial Scope of Work shall be invoiced to Customer and due upon receipt. Company reserves the right to require payment for Additional Expenses in advance. Additional Expenses include but are not limited to usual, reasonable, and ordinary processing and administrative costs and filing fees for permits and any fees charged by local, municipal, state, or federal agencies or as required by applicable rule, law, code, or ordinance.

b. "Additional Services" are any services, change orders, deliverables, parts, labor, equipment, materials, or other undertakings expressly authorized, required and/or requested by Customer in writing that are beyond the Initial Scope of Work as defined in this Agreement. All such Additional Services shall be invoiced to Customer and payment is due upon receipt. Company reserves the right to require payment in advance, whether in whole or in part prior to the commencement of any Additional Services. Such Additional Services include but are not limited to: (i) any revision, expansion, or increase requested or required to the Initial Scope Work or as otherwise required by the enactment or revision of any state, federal, local, municipal law, ordinance, regulation, governing or authoritative body or Building Code and/or proximately caused by third-party actions or omissions (including but not limited to actions or omissions by the homeowner, the Customer, any contractor, or any other third-party); (ii) Any revisions, changes, or increases to the initial Scope of Work that are caused by circumstances beyond the reasonable control of the Company, such as acts of God, adverse weather conditions, or condemnation; (iii) Any increase to the initial Scope of Work due to additional materials required that were not identified in the Company's initial estimate or caused by unforeseen circumstances; (iv) Providing any other services that are not expressly set forth in the Initial Scope of Work but are necessary for the completion of the project in line with the customer's requirements and industry standards.

c. "Agreement" means this Services Agreement between the Parties, as amended by the Parties from time to time in writing.

d. "Change Order" means a written order signed by the Customer and Company, issued after the execution of this Agreement and/or the commencement of the Initial Scope of Work, authorizing and/or requesting any change, adjustment or increase to the Initial Scope of Work or any Deliverables thereunder. Wood Replacement is excluded from the Change Order requirement and is billed at the predetermined rates set forth in this Agreement. Any Change Order will become an integral part of this Agreement and subject to the same terms and conditions. Company may require payment for said extra work in advance. For the avoidance of doubt, Customer agrees and acknowledges that, in the event additional materials are required due to unforeseen conditions discovered after the commencement of the work, Customer agrees to be charged for such additional materials without the need of a Written Change Order and such additional materials and the predetermined pricing for such additional materials shall be included as part of the Initial Scope of Work.

e. "Customer" means the customer together with all interested parties and title holders to the Property.

f. "Company" means Action Roofing., or any Action Roofing branded entity, affiliated company, subsidiary, or independent contractor working on behalf of Action Roofing, including all Company employees, contractors, sub-contractors, members, managers, officers, agents, or assigns

g. "Initial Scope of Work" means exclusively the Initial Scope of Work and all services, materials, costs, and Deliverables set forth in this Agreement including Wood Replacement billed at predetermined rates. Any services, materials, costs, or deliverables not expressly set forth in this Agreement are not included in the "Initial Scope of Work" and are subject to an additional fee.

h. "Property" means and is limited to the real property upon which the services and Scope of Work are to be performed as set forth on page 1 of this Agreement i.e. the "Jobsite."

i. "Work Schedule" means that the Work shall be completed within a reasonable time. Performance of this Agreement is subject to labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, delays in transportation or permitting, the Company's ability to obtain materials, and/or causes beyond the Company's control. Thus, all completion dates are to be considered estimates.

**Insurance Allowance Agreement** I/WE Agree to retain Company to repair and/or replace the roof on the Property contingent solely upon Company obtaining my insurance company's approval and payment to have said work done. It is understood and agreed that Company and/or its public adjuster is empowered to contact my insurance carrier and meet with their representatives in order to negotiate the payment as to the amount of damage to the above Property and to discuss the repair and/or replacement work to be done at the Property. Upon my insurance company's and Action Roofing's agreement as to the dollar amount for work, including Action Roofing's overhead and profit, Action Roofing may begin work on the Property. Customer agrees to provide all necessary documentation for the insurance claim (and all necessary information to facilitate timely payment from the insurance carrier. Action Roofing reserves the right to file for supplemental claim with insurance carrier due to material or labor increase or if insurance measurements are proven to be incorrect. Customer's out of pocket expense will not exceed Customer's insurance policy deductible. Customer must approve all changes in writing for additional work not included in this claim. Customer understands that He/She/It will

be responsible for the deductible and/or the difference between the claim amount paid by Insurance and this Agreement.

**Notice to Owner/Lien Law** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-213.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROEPRTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIAL, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE TO YOU A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMNEDED THAT YOU CONSULT AN ATTORNEY.

Exclusions: Cranes, lifts, engineers, code upgrades, overflow scuppers, painting, stucco, duct removal/replacement, and any items not specifically included in original scope of work.

CUSTOMER AGREES AND ACKNOWLEDGES THAT ADDITIONAL CHARGES FOR LABOR AND MATERIALS MAY BE REQUIRED AS A RESULT OF ROOF CONDITIONS DISCOVERED DURING THE TEAR DOWN PROCESS WHICH ARE NECESSARY TO COMPLETE THE ROOF REPAIR/REPLACMENT IN ACCORDANCE WITH THE SCOPE OF WORK. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT HE/SHE/IT SHALL BE CHARGED THE PREDETERMINED RATES FOR WOOD REPLACEMENT AS NEEDED TO COMPLETE THE REPAIR AND THAT SUCH WOOD REPLACEMENT CHARGES ARE NOT SUBJECT TO ANY WRITTEN CHANGE ORDER REQUIREMENT AND ARE CONSIDERED PART OF THE INITIAL SCOPE OF WORK AND INITIAL CONTRACT PRICE.

THIS PROPOSAL IS NOT BINDING UPON ACTION ROOFING SERVICES, INC UNLESS AND UNTIL THIS DOCUMENT IS APPROVED IN WRITING BY A CORPORATE OFFICER OF ACTION ROOFING SERVICES, INC AUTHORIZED TO GIVE SUCH APPROVAL. ACTION ROOFING SERVICES, INC MAY WITHHOLD ITS APPROVAL TO THIS PROPOSAL FOR ANY REASON. IN THE EVENT ACTION ROOFING DECLINES TO ACCEPT THIS PROPOSAL, CUSTOMER WILL BE REFUNDED ANY DEPOSITS MADE IN FURTHERANCE OF THE PROPOSED WORK CONTEMPLATED HEREIN.

# CGT Action Roofing Small Project Agmt. Clubhouse Roof Repairs (\$6,975) 2026-05-14 Electronic APPROVAL

Final Audit Report


2026-05-15


Created:	2026-05-14
By:	Gloria Perez (gperez@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB_mrYsVv1c7N9PE5_ZaVXp-DMeQ8ZqHa


## "CGT Action Roofing Small Project Agmt. Clubhouse Roof Repairs (\$6,975) 2026-05-14 Electronic APPROVAL" History


 Document created by Gloria Perez (gperez@sdsinc.org)  
2026-05-14 - 5:06:14 PM GMT


 Document emailed to ryan.krantz@actionroofing.com for signature  
2026-05-14 - 5:06:56 PM GMT


 Email viewed by ryan.krantz@actionroofing.com  
2026-05-14 - 5:38:11 PM GMT


 Signer ryan.krantz@actionroofing.com entered name at signing as Ryan Krantz  
2026-05-15 - 1:06:46 PM GMT

 Document e-signed by Ryan Krantz (ryan.krantz@actionroofing.com)  
Signature Date: 2026-05-15 - 1:06:48 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Document emailed to cgtcddseat2@gmail.com for signature  
2026-05-15 - 1:06:55 PM GMT

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2026-05-15 - 2:02:34 PM GMT

 Signer cgtcddseat2@gmail.com entered name at signing as Ramon E. Javier  
2026-05-15 - 2:03:49 PM GMT

 Document e-signed by Ramon E. Javier (cgtcddseat2@gmail.com)  
Signature Date: 2026-05-15 - 2:03:51 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE\_DRAW

✔ Agreement completed.

2026-05-15 - 2:03:51 PM GMT



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
8	Pool & Spa - Provide (8) plastic, chrome plated, escutheons for the handrails and ladders	\$32.45	\$259.60	_____
1	Labor to cut off the existing escutheon plates and replace with new plastic chrome plated  **We assume we can replace without removal of the existing ladders and handrail from the deck	\$395.00	\$395.00	_____  _____
AP WO 252206		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$654.60	

Accepted:

\_\_\_\_\_  
 Owner/Agent

\_\_\_\_\_  
 Neil V Gates - President

Date: \_\_\_\_\_

Monday, August 18, 2025

*Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.*



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
1	Spa Circulation - Provide 2 HP, 1 Phase square motor for the Whisper Flo Pump	\$618.45	\$618.45	<u>GP</u>
1	Provide seal, diffuser oring and seal plate gasket for the pump	\$98.50	\$98.50	<u>GP</u>
1	Provide impeller - ONLY if Necessary	\$184.70	\$184.70	<u>GP</u>
1	Provide diffuser – ONLY if Necessary	\$171.15	\$171.15	<u>GP</u>
1	Provide seal plate – ONLY if Necessary	\$198.30	\$198.30	<u>GP</u>
1	Labor to replace the seal, gasket and motor	\$345.00	\$345.00	<u>GP</u>
AO WO 253728		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$1,616.10	

Approved pursuant to the terms of the existing agreement. GP

Accepted: Gloria Perez  
 Owner/Agent Gloria Perez, District Manager  
 Date: October 6, 2025

Neil V Gates - President  
 Friday, October 3, 2025

*Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.*



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
1	Pool - Provide a new chlorine chemical feeder	\$714.50	\$714.50	<u>gp</u>
1	Labor to install the feeder and test for proper operation	\$98.00	\$98.00	<u>gp</u>
AP WO# 253731		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$812.50	

Approved pursuant to the terms of the existing agreement. gp

Accepted: Gloria Perez  
 Owner/Agent Gloria Perez, District Manager  
 Date: October 6, 2025

Neil V Gates - President  
 Friday, October 3, 2025

*Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.*



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
1	Spa - Provide toro valve for the autofill assembly	\$176.90	\$176.90	<u>GP</u>
1	Provide 3 ft of black leader line for the valve	\$19.00	\$19.00	<u>GP</u>
1	Provide float resevoir for the autofill assembly	\$188.10	\$188.10	<u>GP</u>
1	Labor to replace autofill assembly, set water levela nd check for proper operation	\$295.00	\$295.00	<u>GP</u>
AP WO 257542		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$679.00	

Approved pursuant to the terms of the existing agreement.

Accepted: Gloria Perez  
 Owner/Agent \_\_\_\_\_  
 Date: February 17, 2025

**Neil V Gates - President**  
 \_\_\_\_\_  
 Monday, February 9, 2026

**Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.**



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
1	OPTION #1 - Spa Therapy Pump - Provide 1 HP, 3 Phase Whisper Flo pump complete	\$1,853.25	\$1,853.25	_____
1	Provide misc materials to replace the pump	\$115.00	\$115.00	_____
1	Labor to replace the pump and replumb	\$445.00	\$445.00	_____
AP WO 260152		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$2,413.25	

Accepted:

Owner/Agent \_\_\_\_\_

Neil V Gates - President

Date: \_\_\_\_\_

Monday, April 6, 2026

*Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.*



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
2	Spa - Provide Hayward ORP and PH probes for the chemical controller	\$486.70	\$973.40	<u>GP</u>
1	Probes are special order - any shipping cost will be added to final invoice	\$0.00	\$0.00	_____
1	Labor to replace the probes, calibrate and check for proper operation	\$295.00	\$295.00	<u>GP</u>
AP WO 260257		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$1,268.40	

This approval pursuant to the terms of the existing and active agreement.  
 All COI's must be up to date prior to work commencement.

*GP*

Accepted: *Gloria Perez*  
 Owner/Agent \_\_\_\_\_  
 Date: April 20, 2026

**Neil V Gates - President**  
 \_\_\_\_\_  
 Wednesday, April 8, 2026

**Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.**



**Century Garden at Tamiami Comm. Dev**  
Proposed Parts and Service

Qty	Description	Price	Extended	Initial
8	Provide filter cartridges for the (2) Pentair CCP420 filters- Requires 4 each	\$159.80	\$1,278.40	<u>GP</u>
2	Provide (2) filter lid orings for filters	\$112.45	\$224.90	<u>GP</u>
AP WO 260869		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$1,503.30	

This approval pursuant to the terms of the existing and active agreement.  
All COI's must be up to date prior to work commencement. *GP*

Accepted: *Gloria Perez*  
 Owner/Agent Gloria Perez, District Manager  
 Date: June 9, 2026

Neil V Gates - President  
 Tuesday, May 5, 2026

**Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.**



**Century Garden at Tamiami Comm. Dev**  
**Proposed Parts and Service**

Qty	Description	Price	Extended	Initial
2	Main Pool - Inspection Items - Provide Hayward CAT ORP and PH probes for the chemical controller	\$489.80	\$979.60	<u>GP</u>
1	Provide Hayward rotary flow wheel for the chemical controller	\$568.90	\$568.90	<u>GP</u>
1	Provide Hayward CAT 1/4" asahi valve, sch 88 elbow fitting and speed fit connector	\$178.90	\$178.90	<u>GP</u>
1	Probes, fittings and flow wheel are special order - any shipping cost will be added to final invoice	\$0.00	\$0.00	<u>GP</u>
1	Provide 4" flowmeter	\$294.60	\$294.60	<u>GP</u>
1	Provide new stenner chemical feeder for the acid	\$748.50	\$748.50	<u>GP</u>
6	Provide (6) escutcheon plates for the ladders	\$32.45	\$194.70	<u>GP</u>
1	Labor to replace the above items	\$745.00	\$745.00	<u>GP</u>
AP WO 261208		<b>Tax:</b>	\$0.00	
		<b>Total:</b>	\$3,710.20	

This approval pursuant to the terms of the existing and active agreement.  
 All COI's must be up to date prior to work commencement. *GP*

Accepted: *Gloria Perez*  
 Owner/Agent Gloria Perez, District Manager  
 Date: June 9, 2026

Neil V Gates - President  
 Tuesday, May 5, 2026

*Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.*



The Fitness Solution, Inc.  
 PO Box 260363  
 Pembroke Pines, FL 33026  
 Office: 9545054178

# Estimate

Date	Estimate #
9/2/25	30183

Name / Address		Ship To		
Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		
Customer Contact	Customer E-mail	Customer Phone	P.O. No.	Terms
	mbejerano@castlegroup.com	786-732-4145		Net 30
Item	Description	Qty	Cost	Total
Parts	Parts- True treadmill TCS400/16-TCS401140H- Needs rear end caps- comes as set. 9PS0059-60	1	78.44	78.44
Parts	Parts- Trice rope accessory	1	65.80	65.80
Parts	Parts- Paramount lat pull- needs plastic sleeve for knee pads. 9FS-SLV-001	1	36.69	36.69
Parts	Parts- Paramount FS50 Leg press SN/ 1030 needs new selector pin with tether. Gen	1	58.80	58.80
Upholstery	Upholstery- Paramount lat pull roller pad needs to be recovered	1	100.00	100.00
Upholstery	Upholstery- Paramount FS50 Leg press SN/ 1030 needs seat pad reupholstered.	1	150.00	150.00
Installation-...	Removal of upholstery/ Installation of Parts		275.00	275.00
Shipping & ...	Shipping & Handling charges for parts		64.83	64.83
Shipping & ...	Shipping & Handling fees for upholstery		20.00	20.00
			<b>Subtotal</b>	\$849.56
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$849.56

Signature \_\_\_\_\_

info@TheFloridaFitnessSolution.com

**Please sign and return when approved.**



9/10/26

Century Gardens at Tamiami CDD  
15080 SW 116 TER  
Miami, Fl. 33196

RE: Hammocks Blvd & Clubhouse playground mulch installation

Hammocks Blvd Playground

We propose to install certified playground mulch at playground on Hammocks Blvd Park. We shall rake and level existing mulch and then we will be installing approximately 2" layer, over the top just to make sure we obey by the code.

Our Charge: \$ 2,350.00

Clubhouse Playground

We propose to install certified playground mulch at playground at Clubhouse. We shall rake and level existing mulch and then we will be installing approximately 2" layer, over the top just to make sure we obey by the code.

Our charge: \$ 1,850.00

**Total Charge:** \$ 4,200.00

Acceptance of proposal:

*Gloria Perez*

Gloria Perez, District Manager

Date: June 8, 2026

Fernando Toledo  
ISA Certified Arborist  
Turf Management

**This proposal becomes a Contract upon acceptance by both parties.**

Pursuant to the terms of the existing agreement. *GP*



6/8/2026

To: Century Gardens at Tamiami CDD  
C/O Gloria Perez  
15080 s.w. 116 Ter.  
Miami, FL. 33196

**Hurricane Preperation  
Tree Trimming Proposal**

We hereby submit specifications and estimates for tree trimming and palm trimming of the entire Clubhouse.

Trees consist of: Oaks, Tababuia, & Gumbolimbo. Total number of trees: **16**  
Palms consist of: Coconut palms, Viccia palms, Royal palms, & Medjool palms.  
Total number of palms: **19**

All pruning is to be done in accordance with the most recent **ANSI A300** guidelines for fine pruning. Trees will be trimmed as follows:

**Crown cleaning:** shall consist of the removal of any dead, dying, diseased, crowded, weakly attached or low vigor branches from the crown of the tree.

**Crown thinning:** shall consist of the selective removal of branches to increase light penetration and air movement through the crown.

**Crown raising:** shall consist of the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and to provide a vista.

**Crown reduction:** reduces the sides or individual limbs by removal of the longest portion of a limb to a lateral branch, removing no more than 25% of the leaf surface.

**Palms:** will be trimmed to a 9 to 3 position, with seed pods being removed.

We shall be responsible for all clean up and disposal of debris daily.

\*\*Turf Management carries a \$1,000,000 property liability insurance, vehicle insurance, and all workers are covered under workers compensation insurance. \*\*

Our Charge: \$3,550.00

Signed: *Gloria Perez*  
Gloria Perez, District Manager

Date: June 8, 2026

By: Fernando Toledo  
Turf Management Services  
Certified Arborist

Approved pursuant to the terms of  
the existing agreement. *GP*

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Clubhouse Expenditures</b>					
<b>01-1602 · CH-Alarm Monitoring</b>					
	10/24/2025	402848696	ADT US Holdings Inc	acct# 402848696 Nov 12 - Dec 11, 2025	83.81
	11/24/2025	402848696	ADT US Holdings Inc	acct# 402848696 Dec 12, 2025 - Jan 11, 2026	83.81
	12/24/2025	402848696	ADT US Holdings Inc	acct# 402848696 Jan 12 - Feb 11, 2026	83.81
	01/24/2026	402848696	ADT US Holdings Inc	acct# 402848696 Feb 12 - Mar 11, 2026	83.81
	02/24/2026	402848696	ADT US Holdings Inc	acct# 402848696 Mar 12 - Apr 11, 2026	83.81
	03/24/2026	402848696	ADT US Holdings Inc	acct# 402848696 Apr 12 - May 11, 2026	83.81
	04/24/2026	402848696	ADT US Holdings Inc	acct# 402848696 May 12 - Jun 11, 2026	83.81
	05/24/2026	402848696	ADT US Holdings Inc	acct# 402848696 June 12 - July 11, 2026	83.81
Total 01-1602 · CH-Alarm Monitoring					670.48
<b>01-1603 · CH-AC Maintenance</b>					
	10/13/2025	WP-34042	Alfresco Air, LLC	quarterly HVAC service	340.00
	01/14/2026	WP-35081	Alfresco Air, LLC	quarterly HVAC service	340.00
Total 01-1603 · CH-AC Maintenance					680.00
<b>01-1605 · CH-Gym(Circt Training)equip mnt</b>					
	12/10/2025	70122	Fitness Solution Inc.	preventative maintenance	125.00
	03/02/2026	71155	Fitness Solution Inc.	preventative maintenance	125.00
Total 01-1605 · CH-Gym(Circt Training)equip mnt					250.00
<b>01-1606 · CH-Cable &amp; Internet</b>					
	10/25/2025	8495 60 062 5883659	Comcast	acct# 8495 60 062 5883659 service Oct 29, 2025 to Nov 28, 2025	273.09
	11/25/2025	8495 60 062 5883659	Comcast	acct# 8495 60 062 5883659 service Nov 29, 2025 to Dec 28, 2025	264.36
	12/25/2025	8495 60 062 5883659	Comcast	acct# 8495 60 062 5883659 service Dec 29, 2025 to Jan 28, 2026	269.16
	01/25/2026	062	Comcast	acct# 8495 60 062 5883659 service Jan 29, 2025 to Feb 28, 2026	269.08
	02/25/2026	8495 60 062 5883659	Comcast	acct# 8495 60 849 5883659 service Mar 01, 2026 to Mar 28, 2026	284.08
	03/25/2026	8495 60 062 5883659	Comcast	acct# 8495 60 849 5883659 service Mar 29, 2026 to Apr 28, 2026	284.08
	04/25/2026	8495 60 062 5883659	Comcast	acct# 8495 60 849 5883659 service Apr 29, 2026 to May 28, 2026	284.01
	05/25/2026	8495 60 062 5883659	Comcast	acct# 8495 60 849 5883659 service May 29, 2026 to June 28, 2026	284.01
Total 01-1606 · CH-Cable & Internet					2,211.87
<b>01-1608 · CH-Electricity</b>					
	10/07/2025	07534-90226 1025	FPL	acct# 07534-90226 (09/05/25 - 10/07/25)	1,068.78
	11/05/2025	07534-90226 1125	FPL	acct# 07534-90226 (10/07/25 - 11/05/25)	916.87
	12/04/2025	07534-90226 1225	FPL	acct# 07534-90226 (11/05/25 - 12/04/25)	870.64
	01/06/2026	07534-90226 0126	FPL	acct# 07534-90226 (12/04/25 - 01/06/26)	1,020.51
	02/05/2026	07534-90226 0226	FPL	acct# 07534-90226 (01/06/26 - 02/05/26)	909.84
	03/06/2026	07534-90226 0326	FPL	acct# 07534-90226 (02/05/26 - 02/06/26)	872.38
	04/06/2026	07534-90226 0426	FPL	acct# 07534-90226 (03/06/26 - 04/06/26)	885.82
	05/06/2026	07534-90226 0526	FPL	acct# 07534-90226 (04/06/26 - 05/06/26)	888.69
Total 01-1608 · CH-Electricity					7,433.53

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1609 · CH-Insurance (Prop &amp; Liab)</b>					
	10/01/2025	30007	Egis Insurance & Risk Advisors	policy # 100125024 09/25/25-10/1/26	19,945.00
Total 01-1609 · CH-Insurance (Prop & Liab)					19,945.00
<b>01-1613 · CH-Janitorial Services/Supplies</b>					
	10/31/2025	10012025-HG	Great Cleaning Corp.	October 2025 cleaning service	1,300.00
	11/05/2025	11-025	Great Cleaning Corp.	November 2025 cleaning supplies	423.86
	11/30/2025	11012025-HG	Great Cleaning Corp.	November 2025 cleaning service	1,300.00
	01/06/2026	12012025-HG	Great Cleaning Corp.	December 2025 cleaning service	1,300.00
	01/09/2026	G-0126	Great Cleaning Corp.	janitorial supplies	414.89
	02/03/2026	010126-HG	Great Cleaning Corp.	January cleaning service	1,300.00
	02/28/2026	G-0326	Great Cleaning Corp.	February supplies	127.58
	03/01/2026	030126-HG	Great Cleaning Corp.	March service	1,300.00
	03/04/2026	020126-HG	Great Cleaning Corp.	February service	1,300.00
	04/01/2026	040126-HG	Great Cleaning Corp.	April service	1,300.00
	04/24/2026	G-0426	Great Cleaning Corp.	April supplies	687.88
	05/19/2026	G-0526	Great Cleaning Corp.	May supplies	130.15
	05/31/2026	050126-HG	Great Cleaning Corp.	May cleaning service	1,300.00
Total 01-1613 · CH-Janitorial Services/Supplies					12,184.36
<b>01-1615 · CH-Landscape Mnt (mulch-plants)</b>					
	10/01/2025	85655	Turf Management	lawn maintenance October	1,212.20
	10/01/2025	85655	Turf Management	trash pick up	158.70
	11/03/2025	85690	Turf Management	lawn maintenance November	1,212.20
	11/03/2025	85690	Turf Management	trash pick up	158.70
	12/02/2025	85736	Turf Management	lawn maintenance December	1,212.20
	12/02/2025	85736	Turf Management	trash pick up	158.70
	01/05/2026	85777	Turf Management	lawn maintenance January	1,212.20
	01/05/2026	85777	Turf Management	trash pick up	158.70
	02/02/2026	85814	Turf Management	lawn maintenance February	1,212.20
	02/02/2026	85814	Turf Management	trash pick up	158.70
	03/02/2026	85840	Turf Management	trash pick up	158.70
	03/02/2026	85840	Turf Management	lawn maintenance March	1,212.20
	04/01/2026	85874	Turf Management	Lawn Maintenance Clubhouse April	1,212.20
	04/01/2026	85874	Turf Management	Trash Disposal	158.70
	05/01/2026	85909	Turf Management	Lawn Maintenance Clubhouse	1,212.20
	05/01/2026	85909	Turf Management	Trash pick up	158.70
Total 01-1615 · CH-Landscape Mnt (mulch-plants)					10,967.20

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
<b>01-1617 · CH-Management fees</b>				
10/01/2025	MGT-100125-104	Castle Management LLC	management fee Oct 2025	1,185.99
11/01/2025	MGT-110125-106	Castle Management LLC	contract management November 2025	1,185.99
12/01/2025	MGT-120125-106	Castle Management LLC	contract management	1,185.99
01/01/2026	MGT-010126-106	Castle Management LLC	contract management January 2025	1,185.99
02/01/2026	MGT-020126-106	Castle Management LLC	contract management February	1,185.99
03/01/2026	MGT-030126-106	Castle Management LLC	Contract Management	1,185.99
04/01/2026	MGT-040126-105	Castle Management LLC	Contract Management	1,185.99
05/01/2026	MGT-050126-104	Castle Management LLC	Contract Management	1,185.99
Total 01-1617 · CH-Management fees				9,487.92
<b>01-1619 · CH-Office Supplies</b>				
12/02/2025	1JRV-L9H3-CLRG	Amazon Capital Services	2 folding tables	117.06
12/27/2025	1CYY-RMLV-LLPQ	Amazon Capital Services	printer paper	45.87
12/27/2025	1VXQ-9TFW-NLFF	Amazon Capital Services	key fobs, TV remote control	168.52
01/02/2026	1T3X-W7RF-9HHQ	Amazon Capital Services	Purell hand wipes	181.80
04/24/2026	1GYT-XHMN-D73X	Amazon Capital Services	Purell hand sanitizing wipes	199.64
Total 01-1619 · CH-Office Supplies				712.89
<b>01-1620 · CH-Payroll club staff</b>				
10/10/2025	PREIM10-17-25-332	Castle Management LLC	payroll 9/27/25 - 10/10/2025	2,497.83
10/24/2025	PREIM10-31-25-177	Castle Management LLC	payroll 10/11/25 - 10/24/25	2,497.82
11/21/2025	PREIM11-28-25-333	Castle Management LLC	payroll 11/08/25 - 11/21/25	2,497.82
12/12/2025	PREIM12-12-25-340	Castle Management LLC	payroll 11/22/25 - 12/05/25	2,482.95
12/12/2025	PREIM12-12-25-340	Castle Management LLC	bonus (to be credited back)	890.19
12/26/2025	PREIM12-26-25-332	Castle Management LLC	payroll 12/06/25 - 12/19/25	2,482.96
01/02/2026	PREIM01-09-26-027	Castle Management LLC	payroll 12/20/25 - 1/02/26	2,607.20
01/02/2026	PREIM01-09-26-027	Castle Management LLC	bonus paid in December	-890.19
01/23/2026	PREIM01-23-26-173	Castle Management LLC	payroll 01/03/26 - 01/16/26	2,607.20
01/30/2026	PREIM02-06-26-193	Castle Management LLC	payroll 01/17/26 - 01/30/26	2,607.20
02/13/2026	PREIM02-20-26-339	Castle Management LLC	payroll 01/31/26 - 02/13/26	2,607.20
02/27/2026	PREIM03-06-26-336	Castle Management LLC	payroll 02/14/26 - 02/27/26	2,482.96
03/13/2026	PREIM03-20-26-195	Castle Management LLC	payroll 02/28/26 - 03/13/26	2,607.20
03/27/2026	PREIM04-03-26-169	Castle Management LLC	payroll 03/14/26 - 03/27/26	2,607.20
04/10/2026	PREIM04-17-26-171	Castle Management LLC	payroll 03/28/26 - 04/10/26	2,607.20
04/24/2026	PREIM05-01-26-492	Castle Management LLC	payroll 04/11/26 - 04/24/26	2,607.20
05/15/2026	PREIM05-15-26-198	Castle Management LLC	payroll 04/25/26 - 05/08/26	2,607.20
Total 01-1620 · CH-Payroll club staff				38,407.14

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1621 · CH-Pest Control</b>					
	10/13/2025	9943	Rodi Pest Control LLC	pest control	65.00
	11/10/2025	10243	Rodi Pest Control LLC	pest control	65.00
	12/08/2025	10458	Rodi Pest Control LLC	pest control	65.00
	01/12/2026	10656	Rodi Pest Control LLC	pest control	65.00
	02/09/2026	10848	Rodi Pest Control LLC	pest control	65.00
	03/09/2026	11061	Rodi Pest Control LLC	pest control	65.00
	04/09/2026	11246	Rodi Pest Control LLC	pest control	65.00
	05/11/2026	11537	Rodi Pest Control LLC	pest control	65.00
Total 01-1621 · CH-Pest Control					520.00
<b>01-1622 · CH-Pool &amp; Spa Maintenance</b>					
	10/01/2025	727813	American Pool Service	Month of Service - 10/01/25 - 10/31/25	1,200.00
	10/03/2025	722530	American Pool Service	replace 8 plastic handrails and ladders escutheons	654.60
	10/16/2025	728081	American Pool Service	install new feeder	812.50
	10/16/2025	728071	American Pool Service	spa motor	1,061.60
	10/30/2025	WF-001686	Waterflow Irrigation Inc	yearly backflow testing	450.00
	11/01/2025	731181	American Pool Service	monthly service November	1,200.00
	12/01/2025	733990	American Pool Service	monthly service December	1,200.00
	01/01/2026	737450	American Pool Service	monthly service January	1,260.00
	01/09/2026	736977	American Pool Service	extra service - "code brown" in pool	190.00
	01/09/2026	736826	American Pool Service	one test kit	173.50
	01/22/2026	13-60-1722545	Florida Dept of Health-Miami Dade County	pool permit 13-60-1722545	584.00
	02/01/2026	740133	American Pool Service	monthly service February 2026	1,200.00
	02/09/2026	13-60-1722547	Florida Dept of Health-Miami Dade County	spa permit 13-60-1722547	84.00
	02/18/2026	741638	American Pool Service	semi annual balancing chemicals	420.00
	03/01/2026	743830	American Pool Service	monthly service February 2026	1,200.00
	03/20/2026	741056	American Pool Service	replace pool autofill	679.00
	03/25/2026	1PJJ-QPGK-RK4G	Amazon Capital Services	compliance signs and safety signs	41.78
	04/01/2026	802968	American Pool Service	April service	1,200.00
	04/15/2026	803335	American Pool Service	spa pump replacement	2,413.25
	04/15/2026	801205	American Pool Service	spa impeller replacement	844.30
	04/30/2026	803700	American Pool Service	spa probe replacement	1,296.85
Total 01-1622 · CH-Pool & Spa Maintenance					18,165.38

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
<b>01-1626 · CH-Repairs &amp; Maintenance</b>				
10/27/2025	3365	Redes Telecom LLC	emergency repair of access control system	485.59
12/24/2025	2281	Elite Property Service & Painting Corp	pressure wash sidewalks, fence, and playground, paint repairs	4,800.00
12/24/2025	2280	Elite Property Service & Painting Corp	pressure wash, repair column caps, paint	2,600.00
01/14/2026	4296	Industrial Shadeports Inc	replacement of shade cover	1,800.00
01/27/2026	1WQP-9W91-19PQ	Amazon Capital Services	Replacement for Sloan Valve Company, piston assembly	179.33
02/05/2026	1PPM-6NF3-HTNW	Amazon Capital Services	refrigerator water filter	56.94
Total 01-1626 · CH-Repairs & Maintenance				9,921.86
<b>01-1630 · CH-Water &amp; Sewer</b>				
12/09/2025	3456615209	Miami-Dade Water and Sewer Department 345	water 09/04/25 - 12/09/25	36.77
12/09/2025	5883452839	Miami-Dade Water and Sewer Department 588	water 09/04/25 - 12/09/25	484.50
03/11/2026	3456615209	Miami-Dade Water and Sewer Department 345	water 12/9/26 - 03/11/26	37.39
03/11/2026	5883452839	Miami-Dade Water and Sewer Department 588	water 12/9/25 - 3/11/26	1,116.85
Total 01-1630 · CH-Water & Sewer				1,675.51
<b>01-1632 · CH-Computer Equipment/Services</b>				
11/01/2025	2025-2304	NDSI Group Inc	remote monitoring quarterly	48.00
02/01/2026	2026-1084	NDSI Group Inc	remote monitoring quarterly	48.00
Total 01-1632 · CH-Computer Equipment/Services				96.00
<b>01-1633 · CH-Security</b>				
10/07/2025	36274	Regions Security	Security Officer Services September 2025	2,314.47
10/15/2025	36357	Regions Security	Security Officer Services August 2025	155.16
11/06/2025	36522	Regions Security	Security Officer Services October 2025	310.32
11/06/2025	36521	Regions Security	Security Officer Services October 2025	2,068.80
11/30/2025	36871	Regions Security	Security Officer Services November 2025	103.44
Total 01-1633 · CH-Security				4,952.19
<b>01-1634 · CH Oversight &amp; Financial Mgmt</b>				
10/31/2025	2025-1380	Special District Services, Inc.	Clubhouse oversight/Financial Management	500.00
11/30/2025	2025-1505	Special District Services, Inc.	Clubhouse oversight/Financial Management	500.00
12/31/2025	2025-1647	Special District Services, Inc.	Clubhouse oversight/Financial Management	500.00
01/31/2026	2026-1782	Special District Services, Inc.	Clubhouse oversight/Financial Management	500.00
02/28/2026	2026-1902	Special District Services, Inc.	Clubhouse Oversight/Financial Management - monthly	500.00
03/31/2026	2026-2022	Special District Services, Inc.	Clubhouse Oversight/Financial Management - monthly	500.00
04/30/2026	2026-2142	Special District Services, Inc.	Clubhouse Oversight/Financial Management - monthly	500.00
05/31/2026	2026-2294	Special District Services, Inc.	Clubhouse Oversight/Financial Management - monthly	500.00
Total 01-1634 · CH Oversight & Financial Mgmt				4,000.00

**Century Gardens at Tamiami Community Development District**  
**Clubhouse Expenditures**  
**October 2025 through May 2026**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
<b>01-1639 · CH - Club Staff Health Insuranc</b>				
10/31/2025	INS-1025-062	Castle Management LLC	insurance reimbursement October 2025	357.50
11/30/2025	INS-1125-064	Castle Management LLC	insurance reimbursement November 2025	357.50
12/31/2025	INS-1225-066	Castle Management LLC	insurance Reimbursement	357.50
Total 01-1639 · CH - Club Staff Health Insuranc				1,072.50
<b>01-1644 · Gym Equipt Maint Reserve</b>				
10/30/2025	SO111019	Fitnessmith	deposit on new elliptical machine	4,375.39
10/30/2025	SO111019	Fitnessmith	final payment on new elliptical machine	4,375.38
Total 01-1644 · Gym Equipt Maint Reserve				8,750.77
<b>Total Clubhouse Expenditures</b>				<b>152,104.60</b>

**Alina Garcia**  
Supervisor of Elections  
  
2700 NW 87th Ave  
Miami, FL 33172



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## CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Alina Garcia, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that **Century Gardens at Tamiami Community Development District**, as described in the attached **MAP**, has **1683** voters.

Alina Garcia  
Supervisor of Elections

WITNESS MY HAND  
AND OFFICIAL SEAL,  
AT MIAMI, MIAMI-DADE  
COUNTY, FLORIDA,  
ON THIS 29<sup>th</sup> DAY OF  
APRIL, 2026

*Please submit a check for \$60.00 to our office payable to "Miami-Dade County Office of the Supervisor of Elections" for the cost of certifying the number of registered voters.*

## MEMORANDUM

TO: District Manager

FROM: Billing Cochran, P.A.  
District Counsel

DATE: June 11, 2026

RE: 2026 Legislative Update

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

**1. Chapter [TBD], Laws of Florida (HB 0145).** This legislation amends the sovereign-immunity statute to raise liability caps and change tort-claim procedures for government entities. The bill revises Section 768.28, Florida Statutes, increasing the statutory limits on damages recoverable against the state and its agencies/subdivisions (including special districts). For causes of action accruing on or after October 1, 2026, the liability caps increase from \$200,000 to \$350,000 per person and from \$300,000 to \$500,000 per incident. The bill also authorizes state agencies and subdivisions to settle claims or judgments in excess of those caps, up to available insurance limits, without requiring a legislative claims bill.

The bill authorizes a state subdivision (e.g. counties, municipalities, special districts including CDDs) to settle a claim or judgment in excess of the statutory cap without requiring a separate legislative claim bill, so long as settlement is within insurance coverage limits. The bill prohibits any insurance policy issued on or after October 1, 2026, from conditioning liability coverage or payment on the later enactment of a legislative claim bill.

In addition, the bill shortens the pre-suit notice period by requiring claimants to present a claim to the appropriate agency within 18 months after accrual of the claim, rather than the current three-year period. It also revises the statute of limitations by requiring most negligence actions against governmental entities to be filed within two (2) years, while maintaining existing limitations periods for medical malpractice, wrongful death, and contribution claims. The bill also reduces the time for an agency or the Department of Financial Services to make a final disposition of a claim before it is deemed denied, from six (6) months to four (4) months.

This law applies directly to CDDs because CDDs are among the “subdivisions” of state government covered by section 768.28, Florida Statutes. As such CDDs may now be subject to higher damage awards for tort claims.

**2. Chapter [TBD], Laws of Florida (HB 273).** This legislation revises Florida law governing state financial assistance and rural economic development programs to include certain

special districts and improve payment processing for eligible rural entities. The bill amends Section 215.971, Florida Statutes to allow state agencies, under certain conditions, to directly facilitate or expedite payment of invoices for counties, municipalities, and qualifying special districts, particularly those located in rural areas or designated rural areas of opportunity. It authorizes agencies to structure agreements so that eligible rural governments and certain special districts, especially those providing water and wastewater services, receive faster payment processing for verified, completed work. The intent is to reduce financial strain and cash flow challenges that rural entities often face when administering state-funded projects, while preserving existing legal and regulatory requirements. The legislation also amends Section 288.0656, Florida Statutes to expand the definition of “rural community” to explicitly include independent special districts that provide water and wastewater services within rural areas of opportunity. This expansion makes those districts eligible for rural economic development support programs and related state assistance. The act takes effect July 1, 2026.

This legislation applies CDDs in a limited and conditional way, depending on the type of CDD and the services it provides. CDDs that are involved in state-funded infrastructure projects, such as water, wastewater, drainage, or utility improvements, may benefit from the amendment to Section 215.971, Florida Statutes. If a CDD is acting as a recipient or sub recipient of state financial assistance, the law allows state agencies to structure agreements so that invoices can be processed and paid more quickly for verified work. This can improve cash flow for CDDs building infrastructure, particularly smaller or rural CDDs that rely on this type of reimbursement funding. Second, the bill’s expansion of the definition of “rural community” under Section 288.0656, Florida Statutes generally does not directly include most CDDs, because eligibility is tied primarily to counties, municipalities, and independent special districts providing water and wastewater services in rural areas of opportunity. A typical CDD would only benefit if it meets those narrow conditions, meaning it operates in a qualifying rural area and functions in a way that aligns with the statutory definition (or is structured similarly to an independent utility-focused district).

**3. Chapter [TBD], Laws of Florida (HB 0655).** This legislation creates a new exemption under Florida law (Section 70.90, Florida Statutes) that allows agencies to hold closed attorney-client meetings during the 90-day notice period for claims brought under the Bert J. Harris, Jr., Private Property Rights Protection Act. These closed meetings are limited to discussions between the agency and its attorney for purposes of settlement strategy or negotiation of private property rights claims. While the meetings are exempt from Florida’s Sunshine Law, they must still be recorded by a certified court reporter, fully transcribed, and later released as a public record once the claim is resolved or the statute of limitations expires if no settlement or litigation occurs.

The law also creates a temporary public records exemption for the transcripts, recordings, minutes, and related materials generated during these closed sessions, ensuring confidentiality during active negotiations. However, this exemption is not permanent; it is subject to future legislative review and sunsets in 2031 unless reenacted. The act takes effect July 1, 2026.

The law allows a CDD Board of Supervisors to hold closed attorney-client sessions when the CDD is facing a pre-suit claim under the Bert J. Harris, Jr., Private Property Rights Protection Act regarding topics such as land use impacts, infrastructure construction, easement disputes, and development-related claims that can trigger property rights assertions under the Bert Harris Act.

During these closed sessions, the CDD can privately discuss settlement strategy with its attorney without public disclosure of sensitive legal positions. However, the exemption is narrow and procedural. The CDD must still provide public notice of the meeting, the session must begin and end in an open meeting, and a certified court reporter must record everything discussed. Although the discussion is confidential at the time, the transcript becomes a public record once the claim is resolved or the statutory timeframe expires if no settlement or lawsuit is filed.

**4. Chapter 2026-115, Laws of Florida (HB 1085).** This legislation creates the Local Government Cybersecurity Protection Program within the Florida Digital Service to assist local governments in strengthening cybersecurity defenses, particularly against threats such as ransomware. It establishes a statewide grant and procurement program that allows eligible local governments to access cybersecurity-related information technology commodities and services through contracts managed by the Florida Digital Service, with a preference for fiscally constrained counties. The program also requires data-sharing agreements between the state and participating local governments to support threat detection, prevention, and incident response.

Local governments may either apply for grants or independently purchase cybersecurity services through state-negotiated contracts, though the local government remains responsible for any associated costs. The law further requires annual reporting to the Governor and Legislature on program participation, funding, and outcomes, ensuring oversight and transparency. The program is set to operate through 2031 unless reenacted. The act takes effect July 1, 2026.

This law applies to CDDs because CDDs are local governments for many operational purposes, including infrastructure, procurement, and administrative functions, and therefore fall within the category of eligible participants under the Local Government Cybersecurity Protection Program. CDDs would be able to access state-negotiated cybersecurity contracts and services through the Florida Digital Service to improve protection of district systems. Even if a CDD does not apply for a cybersecurity grant, it may still purchase cybersecurity commodities and services through the state contracts, which could help reduce costs and improve security standards. However, participation is optional rather than mandatory, and CDDs remain responsible for all costs associated with any purchases or services obtained under the program.

**5. Chapter [TBD], Laws of Florida (SB 1180).** This legislation makes several targeted but significant changes to the law governing CDDs under Chapter 190, Florida Statutes, with the most important impact being the creation of a formal recall process for elected board members. The bill's primary feature is the creation of a new statutory section establishing a detailed procedure that allows qualified electors within a CDD to remove elected members of the board of supervisors through a recall process. The law limits recall to specific grounds such as malfeasance, misfeasance, neglect of duty, incompetence, drunkenness, permanent inability to perform duties, or conviction of certain felonies. It sets out a structured, multi-step process that begins with a petition signed by at least 10 percent of eligible voters, followed by verification of signatures, the preparation of a formal record of recall proceedings, and then a second petition requiring 15 percent of electors to trigger a recall referendum. If the referendum proceeds, a majority vote determines whether the board member is removed from office, and any resulting vacancy is filled according to existing statutory procedures. The legislation also imposes campaign finance requirements on recall efforts, establishes timelines, governs petition form and verification, allows limited

withdrawal of signatures, and creates penalties for fraud or misconduct in the petition process. In addition to the recall framework, the bill clarifies that CDD board members elected by residents are subject to recall, aligning CDD governance more closely with other forms of local government accountability. It also provides that individuals removed by recall, or who resign after a recall petition is filed, are ineligible for reappointment to the board for two years.

The legislation further revises the definition of “compact, urban, mixed-use district” under Section 190.003, Florida Statutes. The revised definition applies to districts consisting of a maximum of 75 acres located within a municipality and within either a qualified opportunity zone or a community redevelopment area. The amendment clarifies qualifying development thresholds by providing that such districts must include either at least 400,000 square feet of retail development and 500 residential units, or at least 250,000 square feet of commercial development and 500 affordable residential rental units for very-low-income, low-income, or moderate-income persons. This revision is significant for developers because it affects eligibility and structuring considerations for the creation of certain community development districts.

The legislation clarifies that restrictions on local regulation of synthetic turf do not prevent a CDD from enforcing private deed restrictions, preserving a CDD’s ability to uphold community standards through covenants. The act takes effect July 1, 2026.

This law applies directly to CDDs because it creates, for the first time, a formal statutory process that allows residents to recall elected members of a CDD board of supervisors. It introduces clear procedures, thresholds, and legal standards for removal, thereby increasing accountability of board members to district electors. The law also clarifies that CDDs may continue enforcing deed restrictions despite broader limits on local regulation of synthetic turf and updates certain statutory definitions affecting district formation and development. Overall, the most significant impact is the shift toward greater resident oversight and governance accountability within CDDs.

**5. Chapter 2026-3, Laws of Florida (SB 290).** This legislation revises multiple areas of state law, with a primary focus on agriculture, public safety, contractor regulation, and consumer protection. A significant component of the legislation strengthens contractor and vendor accountability by requiring contractors to pay subcontractors and suppliers within 45 days of receiving payment, or in accordance with contractual terms, and authorizing disciplinary action for noncompliance. Additionally, vendors that default on contracts, fail to pay subcontractors, or demonstrate repeated poor performance may be suspended or barred from public contracting for up to five years.

The bill further clarifies and reinforces how public entities may lawfully spend funds and administer contracts for public purposes. The legislation affirms that public funds may be used for core governmental infrastructure and improvements, such as public buildings, emergency shelters, affordable housing, and energy efficiency projects, thereby helping to define the scope of permissible capital projects and expenditures. At the same time, it places limitations on the use of public funds for certain privately owned facilities, reinforcing the principle that expenditures must primarily serve a valid public purpose rather than confer a disproportionate private benefit. The act takes effect July 1, 2026.

This law applies directly to CDDs because CDDs function as local units of special-purpose government that procure services, manage infrastructure, and enter into public contracts. Since a CDD regularly contracts for construction, maintenance, and infrastructure improvements, the new requirement that contractors timely pay subcontractors and suppliers directly affects how a CDD administers its contracts. In addition, the provisions allowing suspension or disqualification of nonperforming vendors from public contracting are relevant to CDD procurement practices, especially where the district adopts or mirrors state purchasing standards. CDDs routinely finance and construct infrastructure such as roadways, utilities, stormwater systems, and public facilities. Clarifications regarding allowable public expenditures, such as for government buildings, emergency shelters, and infrastructure, help define the scope of permissible CDD projects and may influence how CDDs' structure future capital plans and bond-funded improvements.

Portions of the bill related to consumer protection and fraud prevention, including prohibitions on misrepresentation (such as impersonating officials), have indirect relevance. CDDs and District Management interact with residents, property owners, and contractors, so these provisions reinforce broader legal standards around transparency, proper representation, and avoidance of deceptive practices in district operations.

**6. Chapter 2026-7, Laws of Florida (HB 399).** This legislation is a comprehensive land use and development reform measure that primarily limits local government discretion in permitting, zoning, and development regulation while promoting consistency, affordability, and predictability in the development process. A central component of the legislation requires that application fees for development permits and orders imposed by counties and municipalities must be directly tied to the actual costs of reviewing and processing applications, must be publicly listed, and may not be based on construction value or project cost, thereby preventing fee structures that scale with development size rather than administrative expense. The act takes effect upon becoming law.

Even though CDDs do not exercise zoning or land use regulatory authority, the law applies to CDDs as infrastructure and service providers within the framework established by counties and municipalities. As a result, the bill's restrictions on local governments, particularly those related to development permitting, zoning, and land development regulations, will shape the regulatory environment in which CDDs plan, finance, and construct infrastructure.

The provisions limiting development application fees to actual administrative costs may reduce overall project costs for developments within CDD boundaries, which can influence the scope and timing of infrastructure financed by the CDD, including roads, utilities, and stormwater systems. Similarly, the requirement for more objective and clearly defined compatibility standards, along with limits on discretionary denials, may create a more predictable entitlement process, allowing CDDs to better coordinate infrastructure planning with approved development timelines and reduce delays that can affect bond issuances or capital improvement programs.

Although Chapter 2026-7 does not directly regulate CDD powers or governance, it significantly affects the local government land use framework that CDDs rely on, thereby affecting development timing, infrastructure planning, financing, and overall project feasibility within district boundaries.

**7. Chapter [TBD], Laws of Florida (HB 967).** This legislation establishes a clear legislative intent that local governments must accept electronic forms of payment, including credit cards, debit cards, charge cards, and electronic funds transfers, and specifically requires units of local government to offer online payment options. This applies broadly to counties, municipalities, special districts, and other local government entities, as well as constitutional officers such as clerks of court and tax collectors, unless another form of payment is required by law.

The legislation also preserves existing authority allowing local governments to pass along processing fees to users who choose electronic payment methods and confirms that governments are not liable for verifying card validity or available funds when processing such transactions. Importantly, it mandates that if a local government accepts electronic payments, it must also maintain an online system for doing so, reinforcing a statewide push toward digital accessibility and standardized payment options.

This legislation requires CDDs that collect any type of payment, such as fees, user charges, amenity payments, permit-related charges, or other CDD revenues, to offer electronic payment options, including credit cards, debit cards, and electronic funds transfers. It also specifically requires that if a CDD accepts electronic payments at all, it must maintain a system for accepting those payments online, which may require updates to CDD websites, billing platforms, or third-party payment processors. The legislation also allows CDDs to continue passing through processing fees associated with electronic payments (such as credit card convenience fees), and it preserves their ability to require verification of payment validity and sufficient funds. However, it removes discretion in practice by making online payment capability a mandatory feature for any CDD that accepts electronic payments in any form.

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