



**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 1, 2025
6:45 P.M.**

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

www.centurygardensvillagecdd.org

786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

Kendall Executive Center
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

REGULAR BOARD MEETING

October 1, 2025

6:45 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. July 2, 2025 Regular Board Meeting & Public Hearing.....Page 3
- G. Old Business
 - 1. Update Regarding Sidewalk Repairs.....Page 8
 - 2. Update Regarding Electrical Improvements Project (Holiday Lighting).....Page 9
 - 3. Update Regarding Irrigation System Maintenance Contractors.....Page 13
 - 4. Update Regarding Tree Removal Project (Permitting).....Page 22
 - 5. Update Regarding Proposals for Re-Painting of Traffic Marking.....Page 28
- H. New Business
 - 1. Consider Resolution No. 2025-07 – Adopting a Fiscal Year 2024/2025 Amended Budget.....Page 34
 - 2. Discussion Regarding Maintenance Agreement between the Century Gardens Village HOA and the District.....Page 39
 - 3. Discussion Regarding Interlocal Access Agreement – Advertisements and Public Notices on County Designated Website.....Page 52
 - 4. Consider Resolution No. 2025-08 – Interlocal Access Agreement and Authorized Signatories.....Page 61
 - 5. Consider Resolution No. 2025-09 – Adopting Goals, Objectives and Performance Measure and Standards.....Page 63
 - 6. Consider Towing Agreement between Regulated Towing and the District (Ratify Actions).....Page 66
 - 7. Consider Terminating the Parking Enforcement Agreement between the Century Gardens Village HOA and the District.....Page 84
 - 8. Discussion Regarding Ownership of Tract B
- I. Administrative & Operational Matters
 - 1. 2025 Legislative Update Memo (BCLMR).....Page 91
- J. Board Member & Staff Closing Comments
- K. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57835	IPL0269889	Legal Ad - IPL0269889		1.0	85.0L

ATTENTION: Century Gardens Village Community Development Dist IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

**CENTURY GARDENS VILLAGE
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 Village
Community Development Dis-
trict** (the "District") will hold Regular
Meetings in the Kendall Executive
Center located at 8785 SW 165th Av-
enue, Suite 200, Miami, Florida 33193.
at 6:45 p.m. on the following dates:

**October 1, 2025
November 5, 2025
December 3, 2025
March 4, 2026
April 1, 2026
May 6, 2026
June 3, 2026
July 1, 2026
August 5, 2026
September 2, 2026**

The purpose of the meetings is for the
Board to consider any District busi-
ness which may lawfully and properly
come before the Board. Meetings are
open to the public and will be con-
ducted in accordance with the pro-
visions of Florida law for community
development districts. Copies of the
Agenda for any of the meetings may
be obtained from the District's website
or by contacting the District Manager
at (786)313-3661 and/or toll free at
1-877-737-4922 prior to the date of
the particular meeting.

From time to time one or two Board
members may participate by tele-
phone; therefore, a speaker telephone
will be present at the meeting loca-
tion so that Supervisors may be fully
informed of the discussions taking
place. Said meeting(s) may be contin-
ued 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 ensure 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 ac-
commodations or an interpreter to
participate at any of these meetings
should contact the District Manager
at (786)313-3661 and/or toll free at
1-877-737-4922 at least seven (7)
days prior to the date of the particular
meeting.

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

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**
www.centurygardensvillagecdd.org
PUBLISH: MIAMI HERALD
09/10/25
IPL0269889
Sep 10 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the under-
signed, who on oath says that he/she is Custodian of Records of The
The Miami Herald, a newspaper published in Miami Dade County, Flor-
ida, 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.

1.0 insertion(s) published on:
09/10/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sworn to and subscribed before
me on



**CENTURY GARDENS VILLAGE
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 Village Community Development District** (the "District") will hold Regular Meetings in the Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193. at 6:45 p.m. on the following dates:

**October 1, 2025
November 5, 2025
December 3, 2025
March 4, 2026
April 1, 2026
May 6, 2026
June 3, 2026
July 1, 2026
August 5, 2026
September 2, 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 (786)313-3661 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

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

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

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

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

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

www.centurygardensvillagecdd.org
PUBLISH: MIAMI HERALD
09/10/25
IPL0269889
Sep 10 2025

**CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JULY 2, 2025**

A. CALL TO ORDER

District Manager Armando Silva called the July 2, 2025, Regular Board Meeting of the Century Gardens Village Community Development District (the “District”) to order at 6:45 p.m. in the Kendall Executive Center Meeting Room located at 8785 SW 165th Street, Miami, Florida 33193.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on September 19, 2024, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Paola Mastrodomenico, Vice-Chairperson Licette Conde-Matos and Supervisors Johanna Diaz, Yenfa Arias and Gladelmis Rodriguez constituted a quorum, and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and General Counsel Gabriella Fernandez-Perez and Liza Smoker (via conference call) of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. Silva stated that there was now a vacancy in Seat #1 and asked if there were any interested persons who would like to serve on the Board of Supervisors of the District. A discussion ensued after which:

A **motion** was made by Ms. Mastrodomenico, seconded by Ms. Martinez and unanimously passed to *appoint* Yenfa Arias to serve the unexpired 4-year term of office in Seat #1 and such term of office is due to expire in November 2028.

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Yenfa Arias and reminded her of her duties and responsibilities with emphasis on the Sunshine Law, Financial Disclosure, Public Records Law and the Code of Ethics for Public Officials.

At this juncture, Mr. Silva presented Resolution No. 2025-04, entitled:

RESOLUTION NO. 2025-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT
DISTRICT, ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

As a result of the changes to the Board of the District, Mr. Silva recommended that the election of the District's Officers take place. He provided the following slate of names for election:

- Chairperson – Paola Mastrodomenico
- Vice Chairperson – Licette Conde-Matos
- Secretary/Treasurer – Armando Silva
- Assistant Secretaries – Johanna Diaz, Gladelmis Martinez, Yenfa Arias, Nancy Nguyen, and Gloria Perez

A **motion** was made by Ms. Conde-Matos, seconded by Ms. Mastrodomenico and passed unanimously to *elect* the District's Officers, as listed above.

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 4, 2025, Regular Board Meeting

Mr. Silva presented the minutes of the June 5, 2025, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Ms. Mastrodomenico, seconded by Ms. Conde-Matos and unanimously passed approving the minutes of the June 5, 2025, Regular Board Meeting, as presented.

Note: Mr. Silva recessed the Regular Board Meeting and simultaneously called to order the Public Hearing at 6:51 p.m.

G. PUBLIC HEARING

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on June 11, 2025, and June 18, 2025, as legally required.

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

There was no public comment on the Fiscal Year 2025/2026 Final Budget.

3. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Final Budget

Mr. Silva presented Resolution No. 2025-05, entitled:

RESOLUTION NO. 2025-05

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

Mr. Silva read the title of the resolution into the record and advised that it provides for approving and adopting the fiscal year 2025/2026 Final Budget and the non-ad valorem special assessment tax roll (Assessment Levy).

A **motion** was made by Ms. Diaz, seconded by Ms. Mastrodomenico and unanimously passed adopting Resolution No. 2025-05, approving the Fiscal Year 2025/2026 Final Budget, as presented, setting the fiscal year 2025/2026 final budget and non-ad valorem special assessment tax roll (Assessment Levy).

Note: Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Board Meeting at 6:57 p.m.

H. OLD BUSINESS

1. Discussion Regarding Addition of Electrical Outlets to Median Islands

Mr. Silva informed the Board that the plans pertaining to the installation of electrical outlets in the median islands located within SW 89th Terrace (between SW 152nd Avenue & SW 152nd Path and SW 153rd Place & SW 153rd Court) and SW 153rd Place (between SW 88th & SW 91st Streets) were being updated to include the up-lighting for the palms.

2. Discussion Regarding Raised/Cracked Sidewalks

Mr. Jerez advised that Florida Sidewalk Solutions had conducted an inspection of the sidewalks and commenced the milling of the raised sidewalks. A discussion ensued about the driveway approaches being lifted and Mr. Silva clarified that the maintenance of the driveway approaches was not a responsibility of the District; the responsible party is either the homeowners association or the property owner.

3. Discussion Regarding Trimming of Trees – Swale Area

Mr. Silva advised that Landscape Workshop had commenced the trimming of the trees in the swale areas and the work should be completed by next week. Mr. Silva explained that the trees were being trimmed to the ANSI-300 standards and a final inspection would be performed after the work had been completed.

I. NEW BUSINESS

1. Consider Resolution No. 2025-06 – Adopting a Fiscal year 2025/2026 Meeting Schedule

Mr. Silva presented Resolution No. 2025-06, entitled:

RESOLUTION NO. 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS VILLAGE 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.

Mr. Silva provided an explanation for the document. A discussion ensued after which;

A **motion** was made by Ms. Rodriguez, seconded by Ms. Mastrodomenico and passed unanimously adopting Resolution 2025-06, as *presented*.

2. Consider Appointment of Audit Committee & Approval of Evaluation Criteria

Mr. Silva stated that an audit was required for the Century Gardens Village Community Development District (the “District”) fiscal year ending September 30, 2025, and it would be in order for the Board of Supervisors (the “Board”) to appoint an Audit Selection Committee to commence the auditor selection process pursuant to 218.391, *Florida Statutes*.

A **motion** was made by Ms. Diaz, seconded by Ms. Conde-Matos and unanimously passed to appoint the Board and the District Manager as the District’s Audit Committee.

At approximately 7: 21 p.m., Mr. Silva recessed the Regular Board Meeting and simultaneously called to order a meeting of the Audit Committee to review and approve criteria for selection of an auditor and to authorize advertising for request for proposals. Mr. Silva presented the selection criteria information and an outline of material for the Request for Audit Proposals for the District. A discussion ensued after which:

A **motion** was made by Ms. Diaz, seconded by Ms. Conde-Matos and unanimously passed to approve the criteria for the selection of an auditor, as presented, and instructed the District Manager to proceed, as required, to advertise for requests for proposals (“RFP”) for the fiscal years September 30, 2025, 2026 and 2027; and to include in the proposal package an **option** for an additional 2-year renewal (2028 and 2029).

There being no further business to conduct at this time by the Audit Committee, Mr. Silva adjourned the Audit Committee Meeting and simultaneously reconvened the Regular Board Meeting of the District at approximately 7:24 p.m.

Mr. Silva stated that it would be appropriate for the Board to accept the actions of the District’s Audit Committee as outlined herein above. A discussion ensued after which;

A **motion** was made by Ms. Diaz, seconded by Ms. Conde-Matos and unanimously passed to accept the actions of the District’s Audit Committee.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Legal Notices

Mr. Silva explained that he would like to discuss the District’s required publications, and the costs associated with them. Mr. Silva stated that due to the closing of the *Miami Daily Business Review*, the District has had to advertise in *The Miami Herald*. Mr. Silva further explained that a standard publication costs approximately \$800 with *The Miami Herald*. Mr. Silva explained that this prompted his office to seek an alternative option for publications. Mr. Silva stated that his office had been in communication with the Miami-Dade County (the “County”) Communications and Customer Experience Department to determine if advertising on the County’s website complies with Florida Statutes. It has been determined that advertising on the County’s website meets Florida Statute requirements and the County’s attorney has authorized entering into an Interlocal Agreement with community development districts. Mr. Silva advised that the next step would be to have District Counsel’s firm assist in the preparation of an affidavit for the publications.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

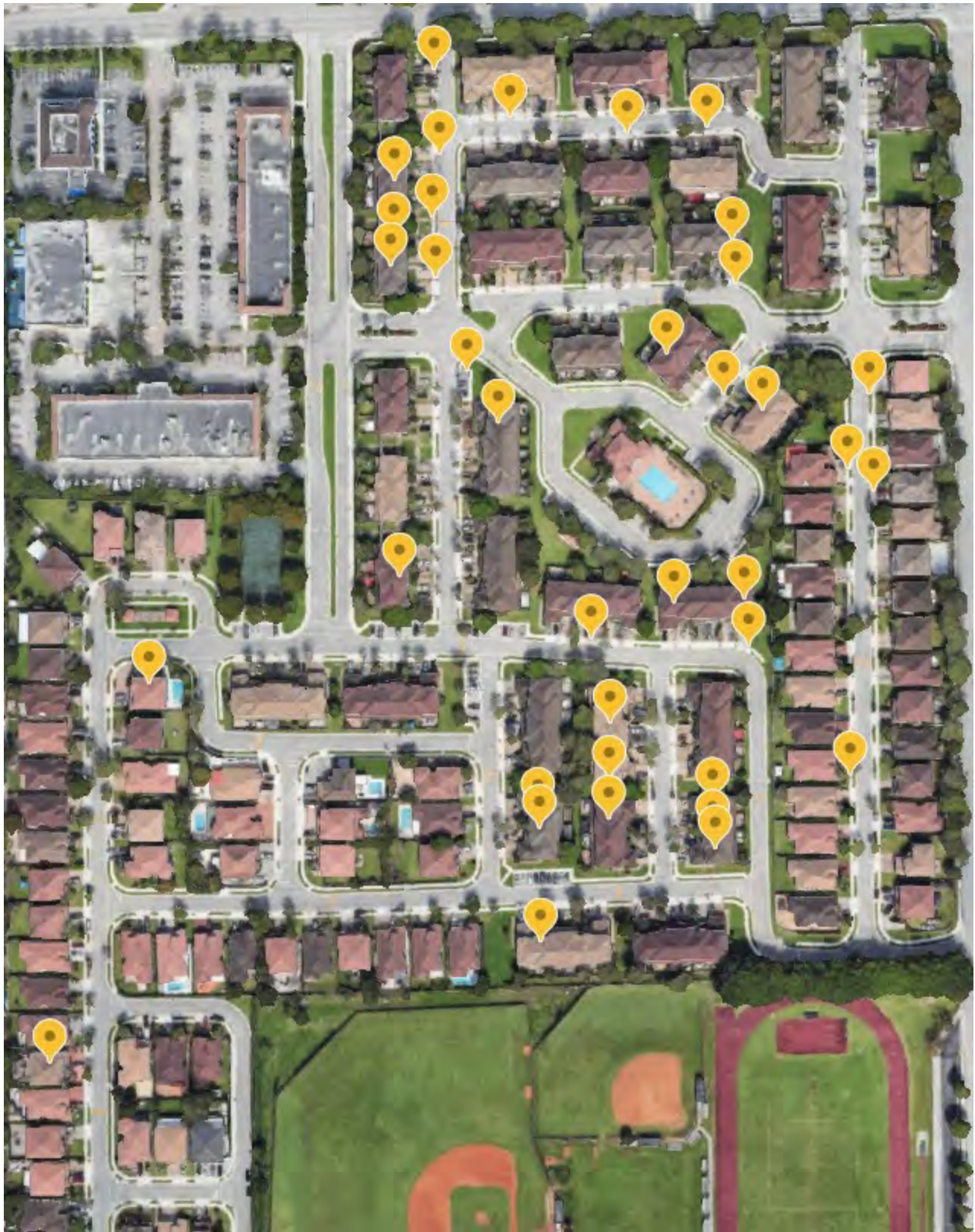
The Board was reminded of the importance of completing and mailing to the Supervisor of Elections' office of the County in which they reside their individual 2024 Form 1 – Statement of Financial Interests prior to the July 1st deadline.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Mastrodomenico, seconded by Ms. Diaz and unanimously passed adjourning the Regular Board Meeting at 7:28 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Page 9

ELECTRICAL - [C2025154006](#)

2.A PROCESS NUMBER IS REQUIRED FOR EACH SELF STANDING SERVICE.

Resp: Will be separated.

3.PROVIDE ADEQUATE MAIN OCPD FOR A SELF STANDING SERVICE WITH #1/0 THWN. NEC 310.16 AND NEC 240.4. #1/0 THWN= 150 AMPS. REFER TO SHEET E1.0.

Resp: Ocpd for the main breaker < 10 kaic. Check FPL letter.

4.PROVIDE LIGHT FIXTURES AND GFCI RECEPTACLES CIRCUIT NUMBER ON SITE PLAN, ACCORING TO EACH PANEL SCHEDULE. NEC 408.4.

Resp: Fixed.



September 12, 2025

Juan Sanchez
9040 SW 152ND PATH
MIAMI, FL 33196

Re: Available Fault Current for CENTURY GARDEN VILLAGE

Dear Juan Sanchez:

Thank you for contacting FPL about the available fault current at CENTURY GARDEN VILLAGE. Based on the plans you have provided dated September 12 2025, the maximum available fault current at the transformer secondary terminals is estimated to be 11059 symmetrical amperes at 120/240 volts. The protective device on the line side of the transformer currently in place or to be installed and serving your property located at the subject location is a 3 amp type Bayonet fuse. The primary service voltage is 13.2kV L-G. This calculated symmetrical fault current is not intended for use as the basis for motor starting calculations and does not include:

- Consideration for any motor contribution or
- Fault current asymmetry.

The FPL equipment currently serving or planned to serve your facility may change over time as a result of any number of factors, including but not limited to transformer replacements due to load growth, electrical grid changes or emergencies. As a result, although we are providing you with this information for the sole purpose of assisting you in the completion of your study, you and your client should not design, install or operate your system in reliance upon any expectation that the specific size and type of equipment currently in place will remain so. If and when the size and type of the equipment changes, our employees are not always in a position to immediately notify customers.

As the construction project progresses, any questions or information you may need can be communicated through me.

Sincerely,

Rachael Caskey

RACHAEL CASKEY
Distribution Engineer

Century Gardens Village - Irrigation Maintenance Proposals Comparison

	The Grounds Guys	F & S Enterprises	Soflo Sprinklers
Service Description	Monthly wet checks of 35 zones; cleaning and adjusting nozzles/sprayers; additional parts priced separately	Monthly irrigation maintenance: zone-by-zone wet test, undogging heads, set schedules, extend risers, repair broken heads/pipes up to 1"	Monthly wet checks: inspect all zones, adjust heads, clean nozzles, controller review, seasonal adjustments
Frequency	Monthly	Monthly	Monthly
Base Price	\$3,150 total (\$90/zone x 35 zones)	\$685 per service	\$1,300 per month
Parts & Repairs	Extra – Rotor (\$15), Sprayer (\$10), Nozzles (\$5), Caps (\$5), Pipe repair (\$35), Move sprinkler (\$35-\$45), Valve replacement (\$155)	Repairs included for broken heads & small pipes ($\leq 1"$); other repairs billed at \$67.50/hr (\$101.25 emergency) + materials	Minor adjustments included; major repairs and part replacements quoted separately
Reporting	Not specified (contract-focused)	Work orders provided listing work performed and materials used	Monthly summary report with work performed, issues, repairs, and parts replaced
Warranty / Terms	1-year warranty, exclusions and client responsibilities; strict payment terms	30-day cancellation policy; not responsible for trenching damage; payment due in 10 days	No warranty section; focus on proactive maintenance and efficiency benefits
Exclusions / Limitations	Excludes electrical, drainage, site unknowns, some utility damages	Excludes certain pipes/heads (under roads, $>1"$), acts of God, vandalism	Excludes major repairs; only minor adjustments included
Extra Labor Rates	Not directly stated (extras priced per item/change order)	\$67.50/hr regular, \$101.25/hr emergency	Not specified – major repairs quoted separately



CENTURY GARDENS VILLAGE
8990 SOUTHWEST 152ND PATH
MIAMI, FLORIDA 33196

Sales: The Grounds Guys
8990 Southwest 152nd Path-Com HS / SS Division
8990 Southwest 152nd Path Miami, Florida 33196

Est ID: EST5731111
Date: Sep-16-2025

Email: pjerez@sdsinc.org
Phone: 786-413-7150

Monthly Wet Checks 35 Irrigation Zones	\$3,150.00
---	-------------------

Our pricing for the Monthly Wet Checks \$90.00 per zone. We clean and adjust the nozzles and sprayers. If there are parts or fixes to the lines to be made here is the price list:

- Rotor Sprinklers \$15.00 each
- Sprayer Sprinkler \$10.00 each
- Nozzles \$5.00 each
- Caps \$5.00 each
- Broken Irrigation Pipe \$35.00 each
- Move Sprinkler \$35.00 each 10ft or less, \$45 11ft or more.
- Electric Valve Replacement (valve Included): \$155.00

Estimate Total	\$3,150.00
-----------------------	-------------------

Contract Payment Summary

PO #	Contract #
-------------	-------------------

Payment Terms and Conditions

The Grounds Guys of Kendall
12471 SW 130 ST Unit B-23
Miami, Florida
33186

P.305-975-6575

GroundsGuys.com/Kendall
juan.mendoza@groundsguys.com

page 1 of 4

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the

work.

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that

natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.



Contractor:

The Grounds Guys

Client:

Signature Date:

09/16/2025

Signature Date:

Email: kendall.owner@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.



Services in your area:

Visit [Neighborly.com](https://www.neighborly.com) or call **833-461-1306** today.

- Appliance Repair
- Auto Glass Repair and Replacement
- Dryer Vent Cleaning Services
- Electrical
- Fire and Water Damage
- Garage Door Services
- Glass Repair and Installation
- Glide Out Shelving
- Handyman Services
- Holiday Lighting
- Home and Business Improvement
- Home Inspection
- Junk Removal
- Landscaping and Lawn Care
- Mosquito and Pest Control
- Painting
- Plumbing and Drain
- Power Washing
- Property Management
- Window Cleaning
- Windows and Doors

Services performed by independently owned and operated franchises. Services vary by location. For available service providers in your area, visit [Neighborly.com](https://www.neighborly.com) ©2021 Neighborly Franchising LLC

F & S ENTERPRISES, INC.

IRRIGATION EXPERTS

5401 NW 102ND Avenue, #123 Sunrise, FL 33351

E-Mail – fs@fssprinklers.com

Broward CC# 96-CLS-629-X Dade CC# 93P000693

Palm Beach CC# U-17791

PROPOSAL

DATE: 09/11/2025

TO: Century Gardens Village

ATTN: Pablo Jerez

pjerez@sdsinc.org

LOCATION: Same

8990 SW 152nd Path

Miami, FL 33196

We hereby propose to perform the labor necessary for the completion of:

MONTHLY IRRIGATION MAINTENANCE

1. Provide a once per month wet test of the entire system, zone by zone.
2. Unclog all heads and install screens to reduce future clogging.
3. Set the correct start time, time of day, day of week, days to run and run times.
4. Extending risers to allow for correct dispersal of water due to plant growth,
5. Repair or replace all broken / bad sprinkler heads.
6. Repair all broken pipes up to and including 1" diameter. Doesn't include heads and pipes under roads, walks, trees, drives, etc..., heads and pipes in root systems and pipes other than PVC.
7. Any repairs to clocks, valves, electrical, hydraulics, pumps, motors, pipes under roads, walks, trees, buildings, etc..., clogged pipes, pipes over 1" diameter, relocating heads, adding heads, changing heads from pop ups to risers, damage caused by Contractors, Acts of God, Vandalism, etc... and calls between services shall be performed at a rate of \$ 67.50 per Technician man-hour. Emergency calls after normal business hours are at a rate of \$ 101.25 per man hour.
8. Provide detailed work orders describing what was done, at what location, with all materials listed for said repair.
9. All materials used shall be charged to the customer.
10. First Service – we will provide a list of everything that is bad, broken and/or not functioning for your approval. Once these repairs are done, we will begin regular maintenance.
11. We will provide a recommendation list after the first service. If it is not approved, item #4 of this agreement shall be void.
12. Either party may cancel this agreement by serving 30 days written notice.
13. If yards are fenced in, they will not be serviced if the gates are locked or a dog is present.

If Legal Procedures become necessary to resolve any portion of this Agreement, the prevailing party shall be entitled to any and all fees incurred.

F & S is not responsible for any damage that may be caused while hand digging or hand trenching.

COST: Six Hundred Eighty Five Dollars Per Service (\$ 685.00)

With payments to be made as follows: 10 DAYS FROM DATE OF INVOICE

Any changes in this agreement must be in

writing and approved by both parties.

This proposal valid for thirty days.

SUBMITTED BY:

PRINT: Dan Steuber

ACCEPTANCE OF PROPOSAL

DATE:

SIGNATURE:

PRINT:

www.fssprinklers.com SERVING SINCE 1989

Dade (305)372-7191 * Broward (954)572-4930 * Palm Beach (561)832-4969

* Fax (954)572-5150*

Proposal for Monthly Wet Checks & Irrigation Maintenance

Submitted to: Century Gardens Village Homeowners Association

Submitted by: Soflo Sprinklers

Date: September 16, 2025



1. Introduction

Soflo Sprinklers is pleased to offer a proposal for ongoing monthly **wet checks** of the irrigation system throughout Century Gardens Village. Regular system maintenance is essential to ensure proper functionality, reduce water waste, extend equipment lifespan, and maintain the overall health of community landscaping.

2. Objective

This proposal outlines a proactive maintenance plan that includes:

- Monthly inspection (wet check) of all irrigation zones
- Minor adjustments including adjusting/redirecting heads, cleaning nozzles
- Early detection and flagging of leaks, clogs, and coverage issues
- Seasonal adjustments for optimal water usage

3. Scope of Services

Our monthly wet check service includes:

Zone-by-Zone Inspection

- Run and inspect each irrigation zone
- Check/adjust sprinkler head alignment, coverage, and spray pattern
- Inspect for leaks, clogs, or broken heads

Adjustments & Minor Repairs

- Adjust sprinkler heads for proper direction and coverage
- Clean clogged nozzles

- Minor timer/controller programming adjustments based on seasonal changes

Controller Review

- Inspect and test irrigation controllers
- Update watering schedules according to weather patterns or HOA preferences

Reporting

- Monthly summary report detailing:
 - Work performed
 - Issues found
 - Repairs completed or recommended
 - Any parts replaced
-

4. Frequency & Scheduling

- **Service Frequency:** Once per month (12 visits per year)
 - **Service Window:** Monday–Friday, between 8:00 AM – 5:00 PM
 - **Point of Contact:** [Designated HOA Representative or Grounds Manager]
-

5. Pricing

Monthly Wet Check Service Fee: \$ 1300

Pricing includes labor, inspection, minor adjustments. Major repairs or part replacements will be quoted separately.

6. Benefits to Century Gardens Village

- Reduces water waste and utility costs
- Prevents landscape damage due to over/under watering as well as property damage
- Extends the life of irrigation system components
- Ensures compliance with local water restrictions and best practices

- Provides peace of mind through consistent professional monitoring
-

7. About Soflo Sprinklers

Soflo Sprinklers is a trusted irrigation company serving residential communities across South Florida. We focus on water efficiency, proactive maintenance, and customer satisfaction. Our team is licensed, insured, and trained to handle systems of all sizes and complexities.

8. Contact Information

Soflo Sprinklers

Bobby Hartwell – Owner/Service Manager

 (786) 295-9148

 SoFloSprinklers@gmail.com, Office@SofloSprinklers.com

 www.SofloSprinklers.com

We appreciate the opportunity to provide ongoing service to Century Gardens Village. This monthly wet check program is designed to protect your investment in landscaping and irrigation infrastructure through consistent and professional care.

Please contact us with any questions or to initiate service.

Tree Survey report for: Century Gardens Village CDD

ID#	Location	Common name	Scientific name	DBH (in)	Height (ft)	Canopy Spread (ft)	Risk Factor	Condition	Comments
1	9003 SW 153rd Ct	Wild tamarind	Lysiloma sabicu	9.5	16	19	H	fair	affecting dw sw u & s
2	9013 SW 153rd Ct	Live Oak	Quercus virginiana	8	18	12	H	fair	affecting dw, sw u & s
3	9013 SW 153rd Ct	Live Oak	Quercus virginiana	6.5	17	14	H	fair	affecting dw, sw u & s
4	9024 SW 153rd Ct	Live Oak	Quercus virginiana	6.2	18	13	H	fair	affecting dw, sw u & s
5	9034 SW 153rd Ct	Live Oak	Quercus virginiana	4.8	15	10	H	fair	affecting dw, sw, s
6	9063 SW 153rd Ct	Christmas palm	Adonidia merrillii	11	10	6	M	good	Multi trunk, planted above grade creating a tripping hazard
7	9069 SW 153rd Ct	Live Oak	Quercus virginiana	7.8	14	16	H	fair	affecting dw, sw & s
8	9054 SW 153rd Ct	Live Oak	Quercus virginiana	8	17	19	H	fair	affecting dw, sw, u & s
9	9095 SW 153rd Ct	Live Oak	Quercus virginiana	6.7	15	14	H	fair	affecting dw, sw, s
10	9095 SW 153rd Ct	Live Oak	Quercus virginiana	8	14	13	L	good	Tree needs trimming in accordance with ANSI A-300 guidelines to provide streetsign view
11	9087 SW 153rd Ct	Live Oak	Quercus virginiana	7.6	16	13	H	fair	affecting dw, sw, u & s
12	9074 SW 153rd Ct	Live Oak	Quercus virginiana	6	15	11	H	fair	affecting dw, sw, s
13	9087 SW 153rd Ct	Live Oak	Quercus virginiana	5.6	15	12	H	fair	affecting dw, sw, u & s
14	9054 SW 153rd Ct	Live Oak	Quercus virginiana	7.4	17	17	H	fair	affecting dw, sw, u & s
15	9054 SW 153rd Ct	Live Oak	Quercus virginiana	5.6	17	16	H	poor	Nutrient deficiencies present, affecting dw, sw, & s
16	9034 SW 153rd Ct	Live Oak	Quercus virginiana	5	15	13	H	fair	affecting dw, sw, u & s
17	8954 SW 153rd Ct	Live Oak	Quercus virginiana	4.6	14	9	H	good	affecting dw, sw, & s
18	8954 SW 153rd Ct	Live Oak	Quercus virginiana	8	17	16	H	good	affecting dw, sw, u & s
19	8924 SW 153rd Ct	Live Oak	Quercus virginiana	6	20	17	H	good	affecting dw, sw, u & s
20	8914 SW 153rd Ct	Live Oak	Quercus virginiana	6.2	15	17	H	fair	affecting dw, sw, u & s
21	8834 SW 153rd Ct	Live Oak	Quercus virginiana	11.8	21	26	H	fair	affecting dw, sw, u & s
22	8901 SW 153rd Ct	Live Oak	Quercus virginiana	6.8	18	20	H	good	affecting dw, sw & s
23	8901 SW 153rd Ct	Christmas palm	Adonidia merrillii	3.8	8	4	L	good	tree is fine but sidewalk needs repair from previous tree damage
24	8844 SW 153rd Ct	Live Oak	Quercus virginiana	5.8	12	15	H	good	Leaning, affecting sw, dw, u & s

Tree Survey report for: Century Gardens Village CDD

25	8834 SW 153rd Ct	Live Oak	Quercus virginiana	10.1	21	18	H	good	affecting dw, sw, u & s
26	15285 SW 88th Terr	Live Oak	Quercus virginiana	6.5	16	16	H	good	affecting dw, sw, & s
27	15283 SW 88th Terr	Live Oak	Quercus virginiana	9.9	18	15	H	okay	some bark damage, affecting dw, sw, & s
28	15275 SW 88th Terr	Live Oak	Quercus virginiana	8	18	20	H	okay	old wounds along trunk, affecting dw, sw, u & s
29	15275 SW 88th Terr	Live Oak	Quercus virginiana	8.3	18	19	H	okay	affecting dw, sw, u & s
30	15271 SW 88th Terr	Live Oak	Quercus virginiana	7.1	18	19	H	good	affecting dw, sw, u & s
31	15269 SW 88th Terr	Live Oak	Quercus virginiana	5.3	17	12	H	okay	some reaction wood present at base from leaning, affecting dw, sw, & s
32	15267 sw 88th terr	Live Oak	Quercus virginiana	10.8	20	22	H	good	affecting dw, sw, u & s (roots are already traveling pass sidewalk towards house)
33	15272 SW 88th terr	Live Oak	Quercus virginiana	9.3	19	19	H	okay	affecting dw, sw & s
34	15272 SW 88th terr	Live Oak	Quercus virginiana	12	21	34	H	okay	codominant stems, affecting dw, sw, u & s
35	15278 SW 88th Terr	Live Oak	Quercus virginiana				L		stump needs to be removed tree was cut down
36	15278 SW 88th Terr	Christmas palm	Adonidia merrillii	4.5	7	4	L	Excell ent	No issues noted
37	15283 SW 88th Terr	Live Oak	Quercus virginiana	11.3	17	22	H	fair	Affecting dw, sw, & s
38	15302 SW 88th terr	Live Oak	Quercus virginiana	8.5	16	4	H	poor	Hat racked, overgrown roots, Affecting dw, sw, u & s
39	15304 SW 88th Terr	Live Oak	Quercus virginiana	9.2	17	4	H	poor	Hat racked, overgrown roots, Affecting dw, sw, u & s
40	15286 SW 89th Terr	Christmas palm	Adonidia merrillii	4	8	5	L	Excell ent	Sidewalk and driveway need repair from previous tree
41	15303 SW 89th Terr	Live Oak	Quercus virginiana	6.9	15	4	H	poor	tree is dying and is affecting dw, sw, u & s
42	15283 SW 89th Terr	Wild tamarind	Lysiloma sabicu	7	6	1	H	poor	tree was damaged and growing back, affecting dw, sw & s
43	15285 SW 89th Terr	Live Oak	Quercus virginiana	7.3	17	17	H	fair	Affecting dw, sw, & s
44	15280 SW 89th terr	Live Oak	Quercus virginiana	5.4	16	13	H	okay	affecting dw, sw, & s
45	15287 SW 89th Terr	Live Oak	Quercus virginiana	9.4	22	25	H	okay	circling roots and affecting dw, sw, u & s
46	15275 Sw 89th Terr	Live Oak	Quercus virginiana	10.8	22	26	H	fair	Affecting dw, sw, u, & s. Included bark from past improper pruning creating a structurally weak tree
47	15269 Sw 89th Terr	Live Oak	Quercus virginiana	7.1	17	16	H	poor	improper pruning, affecting sw, dw, u, & s
48	8954 SW 152nd Path	Live Oak	Quercus virginiana	12	23	20	H	good	affecting dw, sw, & s
49	8934 SW 152nd Path	Live Oak	Quercus virginiana	8.1	20	15	H	good	Affecting dw, sw, u, & s.
50	8953 SW 152nd Path	Live Oak	Quercus virginiana	10.1	20	22	H	good	affecting dw, sw, u & s
51	8910 SW 152nd Ct	Live Oak	Quercus virginiana	8.9	18	15	H	fair	Tree is growing around rebar, affecting dw, sw, u & s
52	8881 SW 152nd Ct	Live Oak	Quercus virginiana	8	19	14	H	fair	damage from cars noted, affecting dw, sw, & s

Tree Survey report for: Century Gardens Village CDD

53	8870 SW 152nd Ct	Live Oak	Quercus virginiana	7.2	18	16	H	fair	Tree is growing around rebar, affecting dw, sw, u & s
54	8870 SW 152nd Ct	Live Oak	Quercus virginiana	8.7	18	21	H	fair	Affecting dw, sw, u & s. Cracks were noted in drain below tree
55	8850 SW 152nd Ct	Live Oak	Quercus virginiana	7.7	18	19	H	good	affecting dw, sw, u & s
56	8820 SW 152nd Ct	Live Oak	Quercus virginiana	11	20	26	H	good	affecting dw, sw, & s
57	8801 SW 152nd Ct	Live Oak	Quercus virginiana	7.6	20	18	H	poor	affecting dw, sw, u & s
58	8800 SW 152nd Ct	Live Oak	Quercus virginiana	9.7	21	19	L	excell ent	no issues noted and does not seem to be posing any issues at this time.
59	8820 SW 152nd Ct	Live Oak	Quercus virginiana	6.7	18	13	H	fair	affecting dw, sw, u & s
60	8811 SW 152nd ct	Live Oak	Quercus virginiana	5	15	11	H	good	affecting dw, sw, & s
61	8821 SW 152nd Ct	Live Oak	Quercus virginiana	4.7	15	10	H	good	affecting dw, sw, u & s
62	15227 SW 88th Terr	Live Oak	Quercus virginiana	8.4	22	20	L	excell ent	Tree does not appear to be affecting anything at this time
63	8941 SW 152nd Ct	Christmas palm	Adonidia merrillii	3.5	8	4	L	excell ent	no issues noted
64	8951 SW 152nd Ct	Live Oak	Quercus virginiana	9.2	20	16	M	good	Affecting sidewalk and possibly utilities
65	9001 SW 152nd Ct	Live Oak	Quercus virginiana	5.6	25	11	M	fair	tree is competing with neighboring larger green buttonwood, affecting sidewalk
66	9031 SW 152nd Ct	Live Oak	Quercus virginiana	8.5	12	3	M	poor	Potential to affect sw,dw,u,s within 3-5y
67	9051 SW 152nd ct	Live Oak	Quercus virginiana	8	18	13	M	fair	Potential to affect sw,dw,u,s within 3-5y
68	9071 SW 152nd ct	live oak	Quercus virginiana	9.1	21	16	M	fair	Potential to affect sw,dw,u,s within 3-5y
69	9071 SW 152nd ct	Live Oak	Quercus virginiana	13	25	20	H	good	affecting sw, dw, u & s
70	9101 SW 152nd ct	crape myrtle	Lagerstroemia	4	13	4	L	excell ent	Newly installed, no concerns noted
71	9111 Sw 152nd ct	Christmas palm	Adonidia merrillii	3.7	8	4	L	excell ent	no issues noted
72	9121 SW 152nd Ct	Christmas palm	Adonidia merrillii	3.6	10	4.5	L	Excell ent	no issues noted
73	9121 SW 152nd Ct	Christmas palm	Adonidia merrillii	8.9	10	6	L	good	double palm no issues noted
74	9120 SW 152nd Ct	Live Oak	Quercus virginiana	10.5	19	17	M	fair	Potential to affect sw,dw,u,s within 3-5y
75	9141 SW 152nd Ct	Live Oak	Quercus virginiana	7.2	19	10	M	fair	Potential to affect sw,dw,u,s within 3-5y
76	9140 sw 152nd ct	Live Oak	Quercus virginiana	6.5	18	12	M	fair	Potential to affect sw,dw,u,s within 3-5y
77	9151 SW 152nd Ct	Live Oak	Quercus virginiana	9	419	20	M	fair	Potential to affect sw,dw,u,s within 3-5y
78	Along SW 92nd St by school	Live Oak	Quercus virginiana	6.4	13	8	M	poor	Potential to affect sw,dw,u,s within 3-5y
79	Along SW 92nd St by school	Live Oak	Quercus virginiana	7.1	13	8	M	poor	Potential to affect sw,dw,u,s within 3-5y
80	Along SW 92nd St by school	Live Oak	Quercus virginiana	6.3	13	8	M	poor	Potential to affect sw,dw,u,s within 3-5y

Tree Survey report for: Century Gardens Village CDD

81	Along SW 92nd St by school	Live Oak	Quercus virginiana	5.2	12	6	M	poor	Potential to affect sw,dw,u,s within 3-5y
82	Along SW 92nd St by school	Live Oak	Quercus virginiana	5.3	10	4	M	poor	Potential to affect sw,dw,u,s within 3-5y
83	Along SW 92nd St by school	Live Oak	Quercus virginiana	5	14	5	M	poor	Potential to affect sw,dw,u,s within 3-5y
84	Along SW 92nd St by school	Live Oak	Quercus virginiana	6.1	13	9	M	poor	Potential to affect sw,dw,u,s within 3-5y
85	Along SW 92nd St by school	Live Oak	Quercus virginiana	7.1	15	12	M	poor	Potential to affect sw,dw,u,s within 3-5y
86	Along SW 92nd St by school	Live Oak	Quercus virginiana	5.7	14	12	M	poor	Potential to affect sw,dw,u,s within 3-5y
87	15376 SW 93rd Lane	live oak	Quercus virginiana	7	17	6	L	fair	tree is not being trimmed properly to ANSI A 300 standards
88	9183 SW 152nd Path	Live Oak	Quercus virginiana	8.7	17	17	H	fair	affecting sw,dw, u & s
89	9183 SW 152nd Path	Live Oak	Quercus virginiana	9	17	23	H	fair	affecting dw, sw, & s
90	9133 SW 152nd Path	Live Oak	Quercus virginiana	10.9	20	24	H	fair	affecting dw, sw, u & s
91	9113 SW 152nd path	Christmas palm	Adonidia merrillii	3	6	3	L	excell ent	Sidewalk needs repair from previous trees damage
92	9113 SW 152nd path	Live Oak	Quercus virginiana	8.6	16	13	H	fair	affecting dw, sw, u & s roots are very overgrown
93	9114 SW 152nd path	Live Oak	Quercus virginiana	9	18	13	H	fair	affecting dw, sw, u & s
94	9114 SW 152nd path	Live Oak	Quercus virginiana	11	20	22	H	fair	affecting dw, sw, u & s
95	9134 SW 152nd Path	Live Oak	Quercus virginiana	6.5	16	13	H	fair	affecting dw, sw, & s
96	9174 SW 152nd Path	Live Oak	Quercus virginiana	6.4	15	16	H	fair	affecting sw, dw, & s
97	9183 SW 152nd Path	Live Oak	Quercus virginiana	9.4	20	14	H	good	affecting dw, sw, u, & s
98	15262 SW 91st Ln	Christmas palm	Adonidia merrillii	3	6	4	L	excell ent	no issues noted
99	15266 SW 91st Ln	Live Oak	Quercus virginiana	8.6	18	17	H	good	affecting sw, dw, u & s
100	15268 SW 91st Ln	Live Oak	Quercus virginiana	9.5	19	17	H	fair	Affecting dw, sw, u & s
101	15272 SW 91st Ln	Christmas palm	Adonidia merrillii	3	7	3	L	excell ent	tree is in good health but sidewalk needs replace from previous tree damage
102	15272 SW 91st Ln	Live Oak	Quercus virginiana	11.5	22	24	H	good	affecting sw, dw, u & s (crack in storm drain below tree noted)
103	15280 SW 91st Ln	Live Oak	Quercus virginiana	10	25	26	H	fair	over grown roots, is affecting sw,dw & s
104	15282 SW 91st Ln	Live Oak	Quercus virginiana	6.6	17	15	H	fair	tree is leaning and roots affecting sw
105	15282 SW 91st Ln	Live Oak	Quercus virginiana	9.4	18	10	M	good	Potential to affect sw,dw,u,s within 3-5y
106	9195 SW 153rd Ave	Live Oak	Quercus virginiana	9.2	21	10	H	fair	Roots are affecting sw, dw, & s
107	9185 SW 153rd Ave	Live Oak	Quercus virginiana	10	20	15	H	fair	affecting dw, sw, u & s
108	9105 SW 153rd Ave	Live Oak	Quercus virginiana	9	23	17	H	fair	affecting sw, dw, & u

Tree Survey report for: Century Gardens Village CDD

109	9140 SW 153rd Ave	Live Oak	Quercus virginiana	7	12	8	L	poor	tree is being pruned for shape not to ANSI A300 creating a structurally weak tree
110	15310 SW 91st Ln	Live Oak	Quercus virginiana	6.2	17	15	L	poor	no issues noted
111	15310 SW 91st Ln	Live Oak	Quercus virginiana	6.6	12	5	L	poor	being pruned to shape not to ANSI A300 Standards creating a structurally weak tree
112	15340 SW 91st Ln	Live Oak	Quercus virginiana	8.1	18	14	M	fair	Potential to affect sw,dw,u,s within 3-5y
113	15350 SW 91st Ln	Live Oak	Quercus virginiana	7.3	17	23	M	okay	Potential to affect sw,dw,u,s within 3-5y
114	15370 SW 91st Ln	Live Oak	Quercus virginiana	8.4	18	21	M	fair	Potential to affect sw,dw,u,s within 3-5y
115	9201 SW 153rd Psg	Live Oak	Quercus virginiana	6.8	16	14	H	fair	affecting sw, u & s
116	9299 SW 15rd Psg	Live Oak	Quercus virginiana	7.4	19	17	L	fair	no issues noted
117	9200 SW 153rd Psg	Live Oak	Quercus virginiana	6.8	17	13	M	fair	Potential to affect sw,dw,u,s within 3-5y
118	9210 SW 153rd Psg	Live Oak	Quercus virginiana	8.7	18	19	M	fair	Potential to affect sw,dw,u,s within 3-5y
119	9220 SW 153rd Psg	Live Oak	Quercus virginiana	10	19	22	M	fair	Potential to affect sw,dw,u,s within 3-5y
120	9141 SW 153rd Psg	Live Oak	Quercus virginiana	7.7	18	17	M	fair	Potential to affect sw,dw,u,s within 3-5y
121	9160 SW 153rd Psg	Live Oak	Quercus virginiana	9.2	19	20	M	good	Potential to affect sw,dw,u,s within 3-5y
122	9125 SW 153rd Psg	Live Oak	Quercus virginiana	8.5	19	19	H	good	
123	9125 SW 153rd Psg	Live Oak	Quercus virginiana	8.7	21	19	H	fair	leaning
124	9125 SW 153rd Psg	Live Oak	Quercus virginiana	12	20	26	M	fair	Potential to affect sw,dw,u,s within 3-5y
125	9125 SW 153rd Psg	Christmas palm	Adonidia merrillii	9.8	12	10	M	fair	Tree was planted above grade causing tripping hazard
126	9125 SW 153rd Psg	Live Oak	Quercus virginiana	12	25	36	M	good	Potential to affect sw,dw,u,s within 3-5y
127	9120 Sw 153rd Psg	Christmas palm	Adonidia merrillii	9.2	12	10	M	good	some bark damage, tree is planted above grade
128	9109 SW 15rd Psg	Live Oak	Quercus virginiana	5.5	14	10	M	fair	Potential to affect sw,dw,u,s within 3-5y
129	9109 SW 15rd Psg	Live Oak	Quercus virginiana	10.3	18	28	M	fair	Potential to affect sw,dw,u,s within 3-5y
130	9050 SW 153rd Psg	Live Oak	Quercus virginiana	8.8	19	18	H	poor	Tree is indicative of a deficiency
131	9100 SW 153rd Psg	Christmas palm	Adonidia merrillii	10.2	12	8	L	good	
132	15393 SW 90th Terr	Live Oak	Quercus virginiana	8.7	25	18	M	good	Potential to affect sw,dw,u,s within 3-5y
133	15301 SW 90th Terr	Live Oak	Quercus virginiana	13.7	28	25	L	Excellent	
134	9100 SW 153rd Psg	Christmas palm	Adonidia merrillii	10.3	15	10	L	excellent	
135	15301 SW 90th Terr	Christmas palm	Adonidia merrillii	10	15	10	L	excellent	
136	15389 SW 90th Terr	Christmas palm	Adonidia merrillii	10.1	15	10	L	excellent	

Tree Survey report for: Century Gardens Village CDD

137	15389 SW 90th Terr	Christmas palm	Adonidia merrillii	10	15	10	L	excell ent	Weed eater damage noted at base of tree
138	15389 SW 90th Terr	Christmas palm	Adonidia merrillii	10.2	15	10	L	excell ent	Weed eater damage noted at base of tree
139	SW 91st st	Live Oak	Quercus virginiana	7	16	18	M	good	Potential to affect sw,dw,u,s within 3-5y
140	SW 91st st	Live Oak	Quercus virginiana	9	17	18	M	good	Potential to affect sw,dw,u,s within 3-5y
141	SW 153rd Path	Live Oak	Quercus virginiana	11.8	17	23	M	Good	Potential to affect sw,dw,u,s within 3-5y
142	SW 153rd Path	Live Oak	Quercus virginiana	13	21	22	M	good	Potential to affect sw,dw,u,s within 3-5y
143	SW 153rd Path	Live Oak	Quercus virginiana	10	21	23	M	good	Potential to affect sw,dw,u,s within 3-5y
144	15352 SW 91st St	Live Oak	Quercus virginiana	7.5	18	18	H	fair	Lifting sidewalk
145	15364 SW 91st St	Live Oak	Quercus virginiana	7.5	17	14	H	fair	Underground utilities nearby
146	15358 SW 91st St	Live Oak	Quercus virginiana	7.7	19	24	H	fair	Circling roots
147	15340 SW 91st st	Live Oak	Quercus virginiana	6.4	18	18	H	fair	leaning and circling roots
148	15300 SW 91st St	Live Oak	Quercus virginiana	6	18	15	H	Fair	Underground Utilities nearby
149	15328 SW 91st ST	Live Oak	Quercus virginiana	8.2	19	12	H	Fair	Underground water Utilites near
150	15316 SW 91st ST	Live Oak	Quercus virginiana	7.9	19	24	H	Fair	
151	15293 SW 91st St	Live Oak	Quercus virginiana	9.7	20	26	H	Fair	Underground Utilities nearby, affecting sw & dw
152	15293 SW 91st St	Live Oak	Quercus virginiana	8.7	18	22	H	Fair	Underground utilities nearby
153	15287 SW 91st st	Live Oak	Quercus virginiana	4.8	17	14	H	Fair	Underground Utilities nearby/ Tree is also leaning
154	15275 SW 91st St	Live Oak	Quercus virginiana	5	14	14	H	Fair	Underground utilities nearby

Century Gardens Village CDD - Re-Painting of Traffic Markings

Contractor	Scope of Work	Payment Terms	Total Cost
ADB Multiservice	Painting of all common streets - Installation of traffic signs - Speed control & repaint speed bumps - No warranty (outdoor conditions) - Touchups quoted separately	Paid in full prior to commencement	\$58,820
Arrow Asphalt	Re-stripe existing parking stalls & speed bumps with DOT latex paint (\$2,810.50) - Install thermoplastic pavement markings (\$25,160.85) - Remove & replace 465 reflective pavement markers (\$7,314.45)	Not specified	\$35,285.80
EJD Cleaning Services	Complete street painting - New street signs, markers, speedbumps, signage - Community must coordinate traffic flow - Residents required to comply with access restrictions	70% upfront, 30% upon completion	\$61,980
Cielito Inc.	Thermoplastic line markings (6", 12", 18", 24") - Directional traffic arrows (18) - 730 reflective pavement markers - Paint 16 speed bumps	50% deposit upfront, balance at completion	\$53,780

ESTIMATE



Prepared For

Century Gardens Village CDD
15372 SW 92nd St Miami fl 33196
Miami, Florida 33196
(786) 413-7150

CIELITO INC

5375 NW 159 ST # 5711
MIAMI, Florida 33014
Phone: (786) 295-2596
Email: CIELITOINCORPORATED@OUTLOOK.COM
Web: CIELITOINC.COM

Estimate # 090325
Date 09/03/2025
Business / Tax # EIN: 82-3086782

Description	Total
-------------	-------

Markings and Signage Project: CENTURY GARDEN VILLAGE	\$53,780.00
--	-------------

Scope of Work

Thermoplastic Line Markings

6" Wide, White/Yellow Solid Line – 11,520 LF

12" Wide, White Solid Line – 2,350 LF

18" Wide, White/Yellow Solid Line – 110 LF

24" Wide, White Solid Line – 460 LF

Directional & Pavement Markings

Thermoplastic Directional Traffic Arrow – 18 EA

Provide & Install (Y/Y) Reflective Pavement Markers – 730 EA

Traffic Calming & Speed Control

Paint Yellow Speed Bumps – 16 EA.

Payment Terms:

A 50% deposit will be required prior to commencement of work to cover the cost of materials.

Subtotal	\$53,780.00
Total	\$53,780.00
Deposit Due	\$26,890.00

Customer:
Century Gardens Village Community
Miami, FL 33196

ESTIMATED COST

\$61,980

Introduction

Item Description	Estimated Time	Estimated Cost
Street Painting and Signage	10 weeks from start	\$61,980
Whole community of Century Gardens Village Street Painting project to include new street signs, markers, speedbumps and signage.		
Community to aquire and coordinate traffic flow for job completion as required.		
Roads will be limited access when needed and residents must comply will all work requests given before and during work.		
Agreement of this estimate also requires notification at the responsibility of the community. Failure of residents to comply and cause damages or delays to work will be requoted as needed.		
Payment to be split 70/30 (70% up front, 30% when completed)		
	Subtotal	\$61,980
	Discount - 0%	\$0.00
TOTAL		\$61,980

WORK ESTIMATE

Estimate: #20250917
Date: September 17, 2025



ADB Multiservice
PO BOX 5350
Hialeah, FL 33016
Phone 786-757-1836
adbmultisvc@gmail.com

Customer:
Century Garden Village Community
Miami, FL 33196

PROJECT DESCRIPTION

Painting Services for Century Garden Village Community

DESCRIPTION	HOURS	PRICE PER HOUR	TOTAL
Painting of entire community common streets, with installation of traffic signs, speed control, repaint speed bumps. No warranty on work based on outdoor conditions. All touchups will be quoted and performed according to severity of conditions. Time of project – 8-12 weeks from commencement depending on conditions. Payment – Paid in full prior to commencement. Thank you for the opportunity to provide an estimate.			\$58,820
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL ESTIMATED			\$58,820

Good Morning Pablo,

Re-Stripe existing Parking Stalls and Speed Bumps with DOT approved Latex Traffic Paint - \$2,810.50

Install Thermoplastic pavement markings on all Roadway Traffic Markings - \$25,160.85

Misc Remove and Replace (465) Y/Y RPM - \$7,314.45

Total - \$35,285.80

Sincerely,

Alex Munits

Arrow Asphalt & Engineering, Inc.

3050 NW 129th Street

Opa Locka, FL 33054

Office: (305)688-8686

Cell: (954)328-7344

Fax: (305)419-5761

RESOLUTION NO. 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS VILLAGE 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.

WHEREAS, the Board of Supervisors of the Century Gardens Village Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted by the Board.

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

PASSED, ADOPTED and EFFECTIVE this 1st day of October, 2025.

ATTEST:

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Century Gardens Village Community Development District

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

CONTENTS

- I AMENDED FINAL OPERATING FUND BUDGET**
- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 8/31/25
REVENUES			
Administrative Assessments	77,386	78,384	78,384
Maintenance Assessments	63,925	63,928	63,928
Debt Assessments	212,048	212,048	212,048
Other Revenue	0	0	0
Interest Income	540	8,100	7,974
TOTAL REVENUES	\$ 353,899	\$ 362,460	\$ 362,334
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	3,000	3,800	3,800
Payroll Taxes - Employer	230	291	291
Management	35,928	35,298	32,934
Legal	8,500	9,500	8,020
Assessment Roll	7,500	7,500	0
Audit Fees	3,200	3,200	3,200
Insurance	7,200	6,858	6,858
Legal Advertisements	2,000	2,700	1,626
Miscellaneous	1,400	1,400	1,045
Postage	300	110	96
Office Supplies	375	350	275
Dues & Subscriptions	175	175	175
Trustee Fee	3,500	3,500	3,500
Continuing Disclosure Fee	600	600	0
Website Management	2,000	2,000	1,832
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 75,908	\$ 77,282	\$ 63,652
Maintenance Expenditures			
Engineering/Inspections	1,500	2,800	2,511
Street/Road Maintenance	17,200	30,000	24,895
Field Operations Management	1,800	1,800	1,650
Miscellaneous Community Projects	32,765	32,000	30,226
Capital Improvements	3,625	500	0
Maintenance Contingency (Pressure Cleaning, Etc.)	3,200	12,000	11,059
TOTAL MAINTENANCE EXPENDITURES	\$ 60,090	\$ 79,100	\$ 70,341
TOTAL EXPENDITURES	\$ 135,998	\$ 156,382	\$ 133,993
REVENUES LESS EXPENDITURES	\$ 217,901	\$ 206,078	\$ 228,341
Bond Payments	(199,325)	(202,370)	(202,370)
BALANCE	\$ 18,576	\$ 3,708	\$ 25,971
County Appraiser & Tax Collector Fee	(7,067)	(3,411)	(3,411)
Discounts For Early Payments	(14,134)	(12,720)	(12,720)
EXCESS/ (SHORTFALL)	\$ (2,625)	\$ (12,423)	\$ 9,840
Carryover From Prior Year	2,625	2,625	0
NET EXCESS/ (SHORTFALL)	\$ (0)	\$ (15,048)	\$ 9,840

FUND BALANCE AS OF 9/30/24
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$236,754
(\$12,423)
\$224,331

Notes

Carryover From Prior Year Of \$2,625 used to reduce Fiscal Year 2024/2025 Assessments.
Carryover From Prior Year Of \$43,800 used to reduce Fiscal Year 2025/2026 Assessments.

AMENDED FINAL BUDGET
CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 8/31/25
REVENUES			
Interest Income	500	4,700	4,479
NAV Tax Collection	199,325	202,370	202,370
Total Revenues	\$ 199,825	\$ 207,070	\$ 206,849
EXPENDITURES			
Principal Payments	125,000	125,000	125,000
Interest Payments	72,820	74,695	74,695
Bond Redemption	2,005	0	0
Total Expenditures	\$ 199,825	\$ 199,695	\$ 199,695
Excess/ (Shortfall)	\$ -	\$ 7,375	\$ 7,154

FUND BALANCE AS OF 9/30/24
FY 2024/2025 ACTIVITY
FUND BALANCE AS OF 9/30/25

\$104,070
\$7,375
\$111,445

Notes

Reserve Fund Balance = \$5,071*. Revenue Fund Balance = \$106,374*.

Revenue Fund Balance To Be Used To Make 11/1/2025 Interest Payment Of \$35,473.

* Approximate Amounts

Series 2020 Bond Refunding Information

Original Par Amount =	\$2,569,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.00%	May 1st
Issue Date =	December 2020	Annual Interest Payments Due:
Maturity Date =	May 2037	May 1st & November 1st

Par Amount As Of 8/31/25 = \$1,879,000

MAINTENANCE AGREEMENT

This Agreement is made and entered into this 10th day of January, 2007 ("the Effective Date"), by and between:

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

CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida homeowner's association, whose mailing address is 7270 N.W. 12th Street, Suite 410, Miami, Florida 33126 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the preparation of certain plans and specifications for, and the acquisition, construction and maintenance of, among other things, onsite roads, and roadway improvements, and road drainage system ("Improvements" as further defined hereinbelow);

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and

WHEREAS, The Association on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain maintenance services and materials;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

Maintenance Agmt (CGV)
Rev. 12-14-06

2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; and (e) any municipality with jurisdiction, either now or in the future.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein.

4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, & Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with sections 3 or 4 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation & Reimbursement by Association. At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification

The Association does hereby indemnify and hold the District, its officers, employees, and agents harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable Maintenance Agmt (CGV)

Rev. 12-14-06

attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five years, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Century Gardens Village Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: District Manager

With a copy to: Billing, Cochran, Heath, Lyles, Mauro, and Anderson, P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, FL 33316
Attention: Dennis E. Lyles

AS TO THE ASSOCIATION: Century Gardens Village Homeowners Association, Inc.
7270 N.W. 12th Street, Suite 410
Miami, FL 33126
Attention: President

10.3 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.4 Amendment & Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.5 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.6 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

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

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

10.9 Successors & Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

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

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

10.12 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.13 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires;

and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.14. Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.15 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

[INTENTIONALLY LEFT BLANK]

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

Attest:

CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT

Peter Pimental
Secretary / Assistant Secretary

By: [Signature]
Chair / Vice Chair

10th day of JANUARY, 2007

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2007, by CESAR L LENO, as Chair / Vice Chair of the Board of Supervisors for **CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]



Neil Kalin
My Commission DD259059
Expires January 31 2008

[Signature]
Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2007, by Peter Pimental, as Secretary / Assistant Secretary of the Board of Supervisors for **CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

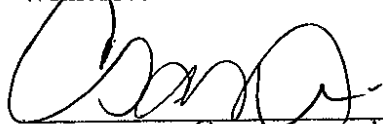


Neil Kalin
My Commission DD259059
Expires January 31 2008

[Signature]
Notary Public
Commission:

CENTURY GARDENS VILLAGE
HOMEOWNERS ASSOCIATION, INC.

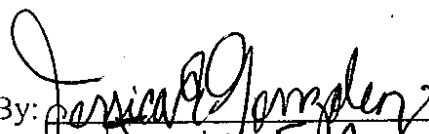
Witnesses:



Print Name: Sandra Enriquez

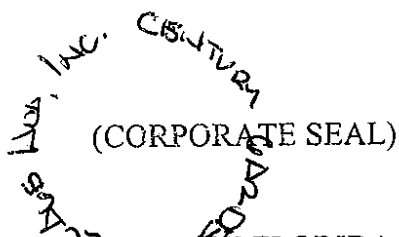
Sandra Enriquez

Print Name: Sandra Enriquez

By: 
Name: Jessick E. Gonzalez
Title: Vice-President

Address: 7270 N.W. 12th Street
Suite 410
Miami, Florida 33126

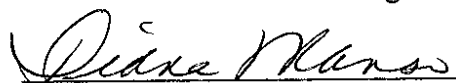
10th day of January, 2007



(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 10th day of January, 2007, by Jessica Gonzalez as Vice President of the **CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC.**, who is personally known and/or produced Known as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.


Notary Public

My commission expires:

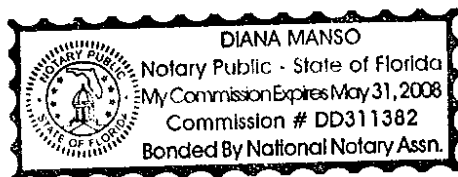


EXHIBIT "A"
TO MAINTENANCE AGREEMENT

Description of Improvements

A network of interior roads and roadway improvements providing circulation to the general public, including, but not limited to, streets and sidewalks and road drainage facilities, said roads and roadway improvements being more particularly described in the Engineer's Report prepared by Alvarez Engineers, Inc., and dated December 7, 2006, a copy of which is incorporated herein by reference.

EXHIBIT "B"
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

Landscaping and related maintenance of interior roads and roadway improvements belonging to the District, or which the District is responsible for maintaining, including, but not limited to, streets, sidewalks, signs and markings, landscaping, and road drainage facilities.

EXHIBIT "C"
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

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

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

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

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

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

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

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

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

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

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

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

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

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

FOR LOCAL GOVERNMENT:

Caribe Palm Community Development District
ATTN: Armando Silva
2501A Burns Road
Palm Beach Gardens, FL 33410

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

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

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME: Caribe Palm Community Development District

ATTEST:

Laura Archer

Laura Archer (Jul 14, 2025 12:14 EDT)

Laura Archer - Clerk for the Caribe Palm
Community Development District

By: _____

Armando Silva

Armando Silva - Secretary/Tresurer and District Manager
on behalf of the Caribe Palm Community Development
District Board of Supervisors

14-Jul-2025

____ day of _____, 20____

Approved as to form
and legal sufficiency:

Interlocal Agreement - Final (2) (002)

Final Audit Report

2025-07-14

Created:	2025-07-14
By:	Armando Silva (asilva@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARhDTRx5kangWfs_gSYuoJaIW0ziKprQz

"Interlocal Agreement - Final (2) (002)" History

-  Document created by Armando Silva (asilva@sdsinc.org)
2025-07-14 - 4:11:40 PM GMT
-  Document emailed to Laura Archer (larcher@sdsinc.org) for signature
2025-07-14 - 4:11:44 PM GMT
-  Document emailed to Armando Silva (asilva@sdsinc.org) for signature
2025-07-14 - 4:11:44 PM GMT
-  Email viewed by Laura Archer (larcher@sdsinc.org)
2025-07-14 - 4:13:31 PM GMT
-  Document e-signed by Laura Archer (larcher@sdsinc.org)
Signature Date: 2025-07-14 - 4:14:24 PM GMT - Time Source: server
-  Email viewed by Armando Silva (asilva@sdsinc.org)
2025-07-14 - 6:49:46 PM GMT
-  Document e-signed by Armando Silva (asilva@sdsinc.org)
Signature Date: 2025-07-14 - 9:02:39 PM GMT - Time Source: server
-  Agreement completed.
2025-07-14 - 9:02:39 PM GMT



Adobe Acrobat Sign

RESOLUTION 2025-08

A RESOLUTION OF THE CENTURY GARDENS VILLAGE 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

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **October 1, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Paola Mastrodomenico**, as Chair of the Board of Supervisors of the District, or **Licette Conde-Matos**, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT, THAT;

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

Section 2. That **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Paola Mastrodomenico**, as Chair of the Board of Supervisors of the District, or **Licette Conde-Matos**, as Vice-Chair of the Board of Supervisors, are authorized, on

behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 1st DAY OF OCTOBER, 2025.

ATTEST:

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____

Secretary/Assistant Secretary

Print Name: _____

Chair / Vice-Chair, Board of Supervisors

RESOLUTION NO. 2025-09

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

WHEREAS, the Century Gardens Village Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-06 on November 6, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

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

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

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

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of October, 2025.

ATTEST:

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- “No findings” for annual financial audit (**NO**)
 - o If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

AGREEMENT FOR TOWING SERVICES

THIS IS AN AGREEMENT FOR TOWING SERVICES, dated this 15th day of September, 2025, by and between:

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

and

REGULATED TOWNING, INC., a Florida corporation, with its business and mailing address at 13818 SW 144th Avenue Road, Miami, Florida 33186 ("Tow Contractor").

WITNESSETH:

WHEREAS, pursuant to its authority under Chapter 190, Florida Statutes, and other provisions of applicable law, the District has adopted rules, regulations, and policies prohibiting on-street parking and the parking of vehicles at certain times within District-owned property within the boundaries of the District, including designated public parking spaces which are part of the District infrastructure (the "District Property") located at 8990 Sw 152 Path, Miami, FL 33196, Florida (the "Rules"), a copy of which Rules are attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, in accordance with Florida law and the applicable ordinances of the City of Miami and Miami-Dade County, Florida, the District desires to engage the services of a company to provide towing and removal of vehicles parked on District Property in violation of the Rules, as further depicted on the map attached hereto and made a part hereof as **Exhibit "B"**; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the parties hereto as follows:

ARTICLE 1 **RECITALS**

Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2 **SCOPE OF WORK**

2.1 Towing and Removal. Tow Contractor shall furnish towing and removal services ("Services") for the removal of vehicles within the District pursuant to the Rules and in accordance with all applicable requirements of the Code of Ordinances of the City of Miami and the Code of Ordinances of Miami-Dade County, Florida (collectively, the "Local Codes") and Sections 713.78 and 715.07, Florida Statutes. Such Services shall be made available to District on a seven (7) day a week, twenty-four (24) hour basis. Tow Contractor shall respond to the request of District's duly authorized agents and representatives acting on behalf of the District (the "District Representatives") to provide towing services and shall arrive at the scene with the appropriate equipment within forty-five (45) minutes of the request.

2.2 Supplies and Labor. Tow Contractor shall furnish all of the materials, tools, supplies, and labor necessary to perform the Services described in this Agreement. Tow Contractor shall provide appropriate signage, but Tow Contractor will not be responsible for installing the signage or for the location and placement of such signage. Tow Contractor has inspected the District Property of the District where the Services are to be performed and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, and location of the site and any other conditions surrounding and affecting the Services to be performed under this Agreement. District shall make certain that all such signage is in its proper place at all times and is clearly visible.

2.3 Expertise. Tow Contractor hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Tow Contractor, that it has the professional expertise, experience, and manpower to perform the Services to be provided pursuant to the terms of this Agreement.

2.4 Equipment and Operation. Each vehicle utilized by Tow Contractor shall be in compliance with all requirements of the Local Codes in performance of the Services required under this Agreement, including, but not limited to, vehicle standards, display of decals, and towing safety standards. Each vehicle utilized by Tow Contractor in performing the Services under this Agreement shall be specifically designed, constructed, and equipped for the towing of vehicles, and shall at all times be properly maintained in a mechanically safe condition. Tow Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between Tow Contractor and the District. Tow Contractor shall ensure that each driver operates the equipment in a safe and proper manner in accordance with operating manuals and Florida Statutes. Upon receipt of a complaint from the District on a driver's unsafe, unlawful, or improper operation, documented corrective action shall be taken by Tow Contractor.

2.5 Storage and Retrieval of Vehicles. The storage facility to where vehicles towed pursuant to this Agreement are removed shall be located no more than ten (10) miles from the boundaries of the District. Vehicles shall be stored in enclosed areas under "lock and key". Tow Contractor shall protect all stored vehicles and personal property contained therein from theft and damage. Tow Contractor shall comply with all requirements of the Local Codes relating to storage of vehicles and maintenance of manifests and trip records. Tow Contractor shall comply with all standards and requirements of the Local Codes relating to recovery and retrieval of towed vehicles, rates and charges, methods and conditions of payment, and posting of notices and information either at the site of the tow or at Tow Contractor's place of business and storage facility.

2.6 Licensing. Tow Contractor and all of its personnel shall maintain at all times during the term of this Agreement all state and local licensing as required by law to provide the Services to District as a duly authorized and licensed Operator as required pursuant to the Local Codes. Tow Contractor shall also be licensed to do business in the City of Miami and in Miami-Dade County. Proof of such licenses shall be submitted to the District Manager for verification prior to the effective date of this Agreement and when requested by the District Manager during the term of this Agreement.

2.7 Performance. Tow Contractor assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with recognized industry standards within Miami-Dade County, Florida.

2.8 Complaints. Tow Contractor hereby agrees that any complaints received by District concerning the performance of Tow Contractor's duties under this Agreement and otherwise shall be referred to the District Manager of the District. The failure of Tow Contractor to follow any subsequent, reasonable instruction of the District Manager regarding any complaint will be considered a material breach of this Agreement, and shall be cause for termination thereof.

2.9 District Representatives. WHEN A PERSON IMPROPERLY CAUSES A VEHICLE OR VESSEL TO BE REMOVED, SUCH PERSON SHALL BE LIABLE TO THE OWNER OR LESSEE OF THE VEHICLE OR VESSEL FOR THE COST OF REMOVAL, TRANSPORTATION, AND STORAGE; ANY DAMAGES RESULTING FROM THE REMOVAL, TRANSPORTATION, OR STORAGE OF THE VEHICLE OR VESSEL; ATTORNEY'S FEES; AND COURT COSTS. In accordance with Section 715.07(4), Florida Statutes, Tow Contractor does not assume the liability for improperly towed vehicles or vessels. The District Representatives, authorized to act on behalf of the District as provided in Section 2.1 of this Agreement, shall be the following individuals:

NAME	TITLE/POSITION
Armando Silva	District Manager
Pablo Jerez	Associate District Manager
Licette Conde-Matos	Vice-Chairperson
Paola Mastrodomenico	Chairperson

ARTICLE 3

TERM; NON-EXCLUSIVE AGREEMENT

3.1 This Agreement shall take effect as of the date the Agreement has been executed by both parties and shall have a term of one (1) year from that date. This Agreement may be renewed for additional one (1) year terms at the discretion of the District.

3.2 The parties agree that this is a non-exclusive contract and that the District is free to contract with other tow companies to perform any or all of the Services referenced herein at any time.

3.3 The District may terminate this Agreement for convenience at anytime and at its discretion upon providing at least five (5) days written notice of its intent to terminate to Tow Contractor. Tow Contractor may terminate this Agreement for convenience and at its discretion upon providing the District with at least thirty (30) days notice of its intent to terminate.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The parties agree that Tow Contractor is not entitled to and will not be paid any compensation by the District for the provision of Services under this Agreement, as the intent of this Agreement is to secure a relationship with a tow company to assist the District with respect to the enforcement of Rules pertaining to parking on District Property.

4.2 The rates charged by Tow Contractor to customers shall include costs of all labor, tools, materials, and equipment and shall be reasonably consistent with the towing industry rate standards in Miami-Dade County for the recovery and towing of vehicles from public property and storage thereof. Tow Contractor agrees to comply with all requirements of the Local Codes, including, but not limited to, the schedule of rates charged, notices, method of acceptance of payment, and contest of charges.

4.3 Prior to initiating Services under this Agreement, Tow Contractor shall furnish the District with a copy of its current rate schedule and shall thereafter provide notice to the District of any changes to such rate schedule. Such notice shall be provided to the District within three (3) days of the effective date of the rate schedule change. Tow Contractor shall prominently post in a conspicuous location at its storage facilities a copy of the current rate schedule. Tow Contractor shall not charge customers for any service that exceeds such posted or listed amount, nor shall Tow Contractor perform any service that is not delineated on such posted or listed rate schedule without giving the customer a written estimate of the amount that will be due and payable upon completion of the unposted or unlisted service.

ARTICLE 5

PROTECTION OF PROPERTY

5.1 At all times during the performance of this Agreement, Tow Contractor shall protect the District's property interests and those private and public properties throughout the District in connection with the performance of services under this Agreement. Tow Contractor shall make redress for any such damage, injury, or loss arising out of the acts, omissions, or negligence of Tow Contractor, its officers, agents, and employees.

ARTICLE 6

INDEMNIFICATION; RESPONSIBILITIES

6.1 Tow Contractor agrees to indemnify and hold harmless the District, its elected and appointed officers, agents, servants, and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the

District or any third party arising out of, or by reason of, or relating to this Agreement or resulting from Tow Contractor's negligent acts, errors, or omissions or willful or intentional acts.

6.2 Tow Contractor agrees that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged by it, is the specific consideration for such indemnities under this Article 6. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to Tow Contractor's responsibility to indemnify.

6.3 The District shall not be responsible or liable in any manner whatsoever for either the collection or payment of any charges for services rendered, including towing and storage of vehicles.

6.4 The District shall not be responsible for any loss or damage to vehicles towed pursuant to this Agreement, to any personal property contained therein, or to any vehicle accessories, regardless of the cause of such damage or loss. Tow Contractor shall hold the District harmless as to any claims, suits, or actions alleging such loss or damage.

6.5 The District agrees to hold harmless Tow Contractor from any and all claims, demands, or cause of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by Tow Contractor, the District, or any third party arising out of, or by reason of, or relating to the location, placement, or installation of signage.

ARTICLE 7 **INSURANCE**

7.1 During the term of this Agreement, Tow Contractor shall have in effect insurance with those limits specified in this Article. Copies of said insurance policy or certificate of insurance must be furnished to District Manager immediately after approval of this Agreement by the District Board of Supervisors and prior to the effective date of this Agreement. The District may request proof of insurance or the name and phone number of the insurer at any time during the term of the Agreement, and Tow Contractor shall respond with said proof of insurance within five (5) days of the request. Failure to provide the proof of insurance required in this section or the name and phone number of the insurer as requested shall constitute grounds for termination of this Agreement by the District.

7.2 Tow Contractor, at its own cost and expense, shall keep in force at all times, and shall maintain the following during the term of this Agreement. In no case shall Tow Contractor provide insurance types, limits, and conditions below the minimum required by the Local Codes:

7.2.1 Comprehensive General Liability Insurance with minimum limits of coverage of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000) Dollars aggregate covering the District and operations, including coverage for Products and completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Personal injury, with all Care, Custody and Control exclusions deleted,

covering all claims for bodily injury, including death, property damage, and personal injury, including claims for false arrest, detention, or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of right of private occupancy.

7.2.2 Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof in the minimum amount of One Million (\$1,000,000.00) Dollars.

7.2.3 Workers' 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. Tow 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.

7.3 Prior to performance of this Agreement, Tow Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Century Gardens Village 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 Tow Contractor to the extent of the liabilities assumed by Tow Contractor under this Agreement.

7.4 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, Tow 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.

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

7.6 Insurance companies selected by Tow 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.

7.7 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.

7.8 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.

7.9 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.

ARTICLE 8 **MISCELLANEOUS**

8.1 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Tow 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. Tow Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Tow 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 Services. This Agreement shall not be construed as creating any joint employment relationship between Tow Contractor and the District and the District will not be liable for any obligation incurred by Tow Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8.2 Compliance with Laws. Tow Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations of any governmental agency having jurisdiction in the premises, including, but not limited to, licensing and minimum safety requirements and those laws, ordinances, rules, and regulations governing the recovery, towing, and storage of vehicles.

8.3 Ethics and Conduct. Tow Contractor hereby agrees to conduct operations under this Agreement in a courteous, orderly, ethical, and businesslike manner. As it is recognized by both parties that this Agreement is sensitive in nature and requires Tow Contractor and its personnel and employees to work with the public on a daily basis, Tow Contractor is required to extend common courtesies in a manner reflective of the proper representation of the District as a governmental entity.

8.4 Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions, or situations, shall this Agreement be more strongly construed against the District than against Tow Contractor.

8.5 Ambiguities. 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.

8.6 Governing Law and Venue. This Agreement shall be governed by the laws of the State of

Florida with venue for purposes of any litigation arising out of this Agreement lying in Miami-Dade County, Florida.

8.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and Tow Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

8.8 Attorney's Fees. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

8.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.10 Waiver. It is understood and agreed that the approval or acceptance of any part of the Services hereunder by the District as in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

8.11 Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party.

8.12 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand-delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Tow Contractor and the District designate the following as the respective places for giving of notice:

District:

**Century Gardens Village
Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to:

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

TOW CONTRACTOR: **Regulated Towing, Inc.**
13818 SW 144th Avenue Road
Miami, Florida, 33186
Attention: President

8.13 Records. Tow Contractor shall keep books and records pertaining to the performance of this Agreement in accordance with the requirements of Florida law and the Local Codes. Such books and records will be available at all reasonable times for examination and audit by the District and shall be kept for a period of three (3) years after the expiration or earlier termination of this Agreement. Tow Contractor shall make all such records relating to the performance of Services under this Agreement available for inspection upon the reasonable request of District. In addition, Tow Contractor shall provide to the District Manager bi-weekly reports of vehicles towed at its request on behalf of the District. The written reports will be designed and supplied by the District Manager and the following information shall be provided thereon:

1. Name of owner and driver of vehicle;
2. Model and make of vehicle;
3. License plate number;
4. Vehicle identification number;
5. Time, date and location of tow;
6. Circumstances requiring tow;
7. Whether or not a "HOLD" was placed on the vehicle any law enforcement agency, if known;
8. Time of arrival of tow company to the scene;
9. Storage facility where vehicle is stored; and
10. Date, time and name of employee of tow company towing the vehicle.

8.14 Public Records.

A. Tow 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 contract term and following completion of the Agreement if Tow 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 Tow Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Tow Contractor transfers all public records to the District upon completion of the Agreement, Tow Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Tow Contractor keeps and maintains public records upon completion of the Agreement, Tow 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. Tow 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 Tow Contractor, Tow Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Tow Contractor acknowledges that should Tow Contractor fail to provide the public records to the District within a reasonable time, Tow Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF TOW CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOW CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, TOW 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: (786) 347-2711
EMAIL: BBARBA@SDSINC.ORG**

8.15 E-Verify. Tow Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Tow 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. Notwithstanding the provisions of Section 8.1 herein, if the District has a good faith belief that the Tow Contractor 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. If the District has a good faith belief that a subcontractor of Tow Contractor 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 Tow Contractor and order Tow Contractor to immediately terminate its subcontract with the subcontractor. Tow 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 Tow Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

8.16 Responsible Vendor. Tow 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.

8.17 Convicted Vendor. Tow Contractor hereby certifies that neither Tow 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.

8.18 Scrutinized Company Certification. Tow Contractor hereby certifies that as of the date below Tow Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Tow Contractor further certifies that:

A. Tow Contractor is not on the Scrutinized Company 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. Furthermore, Tow Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Tow Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
2. Tow Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Tow Contractor is not engaged in business operations in Cuba or Syria.

Tow Contractor understands that this Agreement may be terminated at the option of the District if Tow Contractor is found to have been placed on the Scrutinized Companies 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 the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 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.

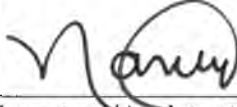
8.19 Anti-Human Trafficking Affidavit. Tow Contractor shall provide the District with an affidavit executed by an officer or a representative of the Tow Contractor under penalty of perjury attesting that the Tow Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES**

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

Attest:

**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary

By:  _____
Chairperson/Vice-Chairperson

17 day of September, 2025

**REGULATED TOWING, INC.,
a Florida corporation**

By:  _____
Print: Michael Fasano
Title: President

15th day of September, 2025

EXHIBIT "A"

District Rules

CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

RULES for Parking on District Property

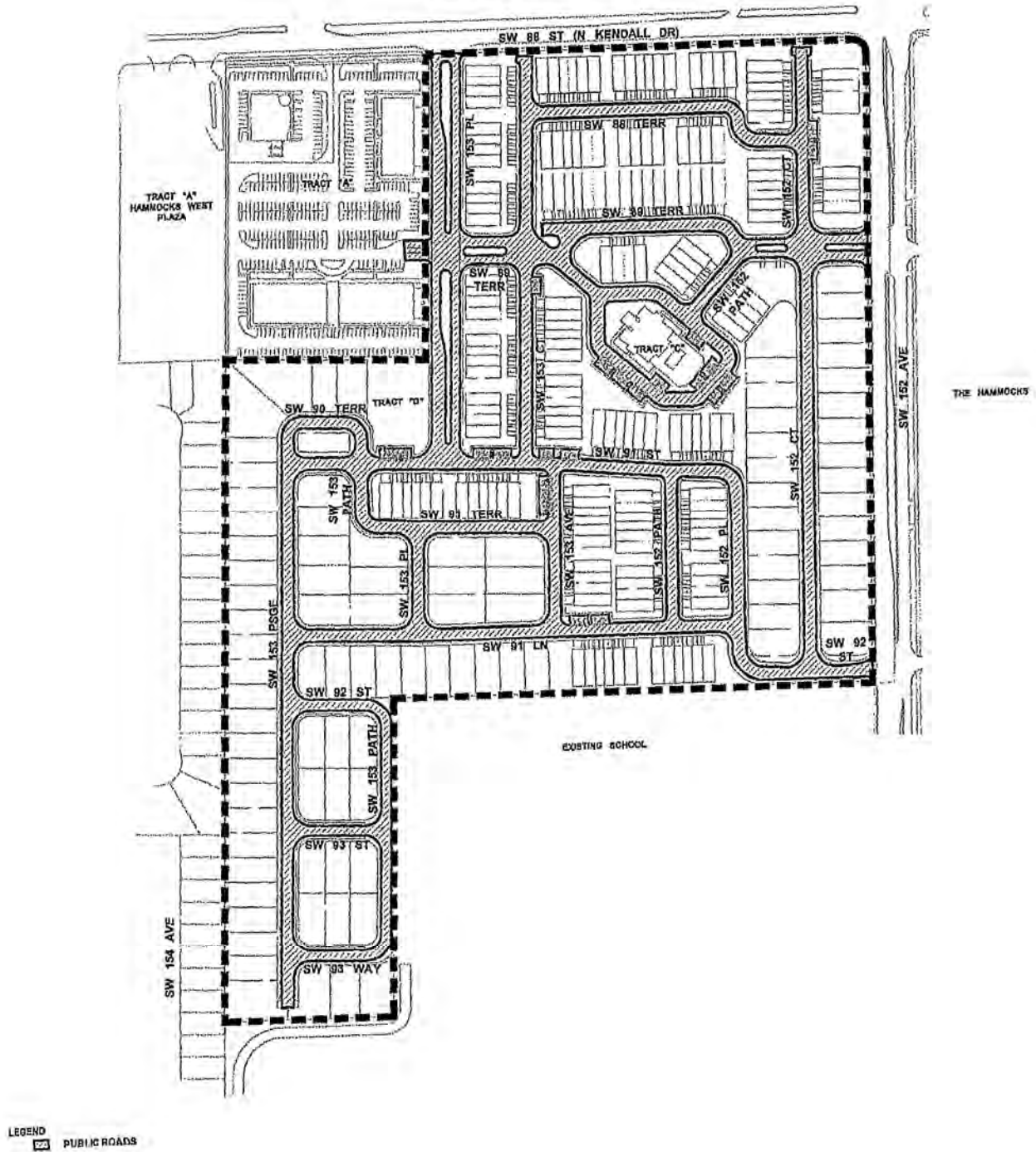
- 1.1 Any vehicle parked in violation of Century Gardens Village Community Development District (the “District”) parking rules as set forth herein may be towed at the vehicle owner’s expense by a towing contractor approved by the District Board of Supervisors, subject to the provisions of applicable ordinances of Miami-Dade County and Florida Statutes. “No Parking” signs shall be installed at the location of towing areas in accordance with the requirements of applicable ordinances of Miami-Dade County and Florida Statutes. All other traffic and parking rules and regulations of Miami-Dade County or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by the Miami-Dade Police Department or approved law enforcement agency having jurisdiction thereof.
- 1.2 Except as otherwise provided by resolution of the District Board of Supervisors, on-street parking is prohibited twenty-four (24) hours a day, seven (7) days a week on all District streets, roadways, thoroughfares, or rights-of-way and on all other District property.
- 1.3 Parking within the overflow parking spaces adjacent to the clubhouse is limited to a maximum of forty-eight (48) hours per month. Prior authorization for overnight parking should be obtained by the Century Gardens Village Homeowners’ Association.
- 1.4 Parking within the overflow parking spaces adjacent to the clubhouse is prohibited within the hours of 2:00 A.M through 6:00 A.M. Prior authorization for overnight parking should be obtained by the Century Gardens Village Homeowners’ Association.
- 1.5 Parking is prohibited upon or within all non-paved District property including, but not limited to, grassed swales and landscaped areas within or adjacent to any District’s right-of-way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.
- 1.6 Marked law enforcement or other emergency vehicles are exempt from the parking rules prohibiting on-street parking. Owners/residents who are law enforcement or emergency services officials may not leave their law enforcement or other emergency vehicles in District parking areas described in Rules 1.1 to 1.5, unless they are performing official duties at that location.
- 1.7 The enforcement of these parking rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- 1.8 No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or other District property.
- 1.9 Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with Florida law and posted speed limits and traffic regulations.
- 1.10 If District property is damaged or in need of repair as a result of violation of these rules, the District will provide an invoice to the property owner who is in violation for the reasonable cost of repair. In the event the invoice remains unpaid, the charges for the repair shall be added to the Operating and Maintenance assessment attributable to the violator’s property within the District on the next ensuing tax bill.

EXHIBIT "B"

Parking Spaces Map

Century Gardens Village
Community Development District

Parking Spaces Map



Century Gardens CDD

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Nancy Nguyen (nnguyen@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyvwBf9QbEXq0nDs8tFzT_jKHFE_BJX0

"Century Gardens CDD" History

-  Document created by Nancy Nguyen (nnguyen@sdsinc.org)
2025-09-17 - 2:18:29 PM GMT
-  Document emailed to Paola Mastrodeomenico (palomastrodomenicoseat2@gmail.com) for signature
2025-09-17 - 2:18:35 PM GMT
-  Email viewed by Paola Mastrodeomenico (palomastrodomenicoseat2@gmail.com)
2025-09-17 - 11:22:09 PM GMT
-  Signer Paola Mastrodeomenico (palomastrodomenicoseat2@gmail.com) entered name at signing as Paola Mastrodomenico
2025-09-17 - 11:23:48 PM GMT
-  Document e-signed by Paola Mastrodomenico (palomastrodomenicoseat2@gmail.com)
Signature Date: 2025-09-17 - 11:23:50 PM GMT - Time Source: server
-  Agreement completed.
2025-09-17 - 11:23:50 PM GMT

**AGREEMENT FOR ENFORCEMENT OF RULES
FOR PARKING ON DISTRICT PROPERTY**

This Agreement is made and entered into this 4th day of December, 2018 (the “Effective Date”), by and between:

CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose principal and mailing address is c/o Courtesy Property Management, 13250 SW 135 Avenue, Miami, Florida 33196 (the “Association”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association is a homeowners’ association organized and existing pursuant to Chapter 720, Florida Statutes; and

WHEREAS, on November 26, 2018, following a duly advertised public hearing, the District’s Board of Supervisors adopted Resolution No. 2018-05 enacting Rules for Parking on District Property.

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to enter into this Agreement with the Association in order to authorize the Association to enforce the Rules for Parking on District Property adopted by the District; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the parties and the residents of the District, in order to ensure an orderly and coordinated enforcement of parking rules within the Century Gardens Village community.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the term and conditions hereof, the District and the Association agree as follows:

1.0 **RECITALS.** The foregoing recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 **ENFORCEMENT OF RULES.** The District hereby authorizes the Association to enforce and apply the District Rules for Parking on District Property (the “Rules”), which were approved and enacted by the District by Resolution No. 2018-05 on November 26, 2018, and which are attached hereto as **Exhibit A**, on all streets, roads, designated parking spaces, and other real property owned or maintained by the District, and as such Rules may be amended by the District from time to time.

3.0 **INDEMNIFICATION.**

3.1 The Association agrees to indemnify and hold harmless the District, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys’ fees, liabilities, damages, orders, judgments, or decrees sustained by the District, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the Association’s negligent acts, errors, or omissions, or willful or intentional acts.

3.2 To the extent permitted by law, the District agrees to indemnify and hold harmless the Association, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys’ fees, liabilities, damages, orders, judgments, or decrees sustained by the Association, its elected officers, agents, servants, or employees, arising out of, or by reason of, or relating to this Agreement or resulting from the District’s negligent acts, errors, or omissions, or willful or intentional acts.

4.0 **NO WAIVER OF IMMUNITIES.** Nothing herein shall be construed as a waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes.

5.0 **TERM OF AGREEMENT; TERMINATION.**

5.1 This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall be for one (1) year and shall automatically renew for additional one (1)-year periods on the anniversary date of the Effective Date of the Agreement.

5.2 Either party may terminate this Agreement for convenience (with or without cause) at any time and at its discretion upon providing twenty-four (24) hours’ written notice of its intent to terminate to the other party.

6.0 MISCELLANEOUS PROVISIONS.

6.1 **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: **Century Gardens Village CDD**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

ASSOCIATION: **Century Gardens Village Homeowners Association, Inc.**
c/o Courtesy Property Management
13250 SW 135 Avenue
Miami, Florida 33196
Attention: President

Notice shall be deemed given upon the earlier of actual receipt, one business day after sending by express overnight courier, or three business days after sending by certified or registered mail.

6.2 **ENTIRE AGREEMENT.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District and the Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

6.3 **AMENDMENT AND WAIVER.** This Agreement may be amended only by a written instrument signed by both parties. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

6.4 **SEVERABILITY.** The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal

law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6.5 **GOVERNING LAW; VENUE.** This Agreement shall be construed under the laws of the State of Florida. Venue of any claim, objection, or dispute arising out of this Agreement shall be in the appropriate court of competent jurisdiction in Miami-Dade County, Florida.

6.6 **ATTORNEYS' FEES.** In any dispute arising between or among the parties, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration, or suit as determined by the mediator, arbitrator, or court, including attorneys' fees, court costs incurred by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

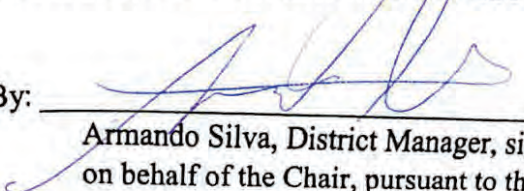
IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:



**CENTURY GARDENS VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____


Armando Silva, District Manager, signing
on behalf of the Chair, pursuant to the
motion authorizing him to sign at the
meeting of the Board of Supervisors on
November 26, 2018

**CENTURY GARDENS VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

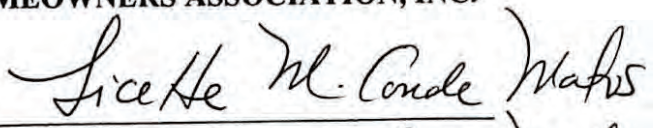

Licette M. Conde Matos
President

EXHIBIT A

RULES FOR PARKING ON DISTRICT PROPERTY

CENTURY GARDENS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

RULES for Parking on District Property

- 1.1 Any vehicle parked in violation of Century Gardens Village Community Development District (the “District”) parking rules as set forth herein may be towed at the vehicle owner’s expense by a towing contractor approved by the District Board of Supervisors, subject to the provisions of applicable ordinances of Miami-Dade County and Florida Statutes. “No Parking” signs shall be installed at the location of towing areas in accordance with the requirements of applicable ordinances of Miami-Dade County and Florida Statutes. All other traffic and parking rules and regulations of Miami-Dade County or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by the Miami-Dade Police Department or approved law enforcement agency having jurisdiction thereof.
- 1.2 Except as otherwise provided by resolution of the District Board of Supervisors, on-street parking is prohibited twenty-four (24) hours a day, seven (7) days a week on all District streets, roadways, thoroughfares, or rights-of-way and on all other District property.
- 1.3 Parking within the overflow parking spaces adjacent to the clubhouse is limited to a maximum of forty-eight (48) hours per month. Prior authorization for overnight parking should be obtained by the Century Gardens Village Homeowners’ Association.
- 1.4 Parking within the overflow parking spaces adjacent to the clubhouse is prohibited within the hours of 2:00 A.M through 6:00 A.M. Prior authorization for overnight parking should be obtained by the Century Gardens Village Homeowners’ Association.
- 1.5 Parking is prohibited upon or within all non-paved District property including, but not limited to, grassed swales and landscaped areas within or adjacent to any District’s right-of-way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.
- 1.6 Marked law enforcement or other emergency vehicles are exempt from the parking rules prohibiting on-street parking. Owners/residents who are law enforcement or emergency services officials may not leave their law enforcement or other emergency vehicles in District parking areas described in Rules 1.1 to 1.5, unless they are performing official duties at that location.
- 1.7 The enforcement of these parking rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- 1.8 No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or other District property.
- 1.9 Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with Florida law and posted speed limits and traffic regulations.
- 1.10 If District property is damaged or in need of repair as a result of violation of these rules, the District will provide an invoice to the property owner who is in violation for the reasonable cost of repair. In the event the invoice remains unpaid, the charges for the repair shall be added to the Operating and Maintenance assessment attributable to the violator’s property within the District on the next ensuing tax bill.

MEMORANDUM

TO: District Manager

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

DATE: June 30, 2025

RE: 2025 Legislative Update

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

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

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

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

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

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

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

New Timelines and Notice Requirements:

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

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

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

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

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

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

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

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

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

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

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

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

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

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

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