

MIRABELLA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS

- Trivia M. Kimbrough, Chairperson
- Mindy Jacobson, Vice Chairperson
- Gail Reese, Assistant Secretary
- Mercedes Harrison, Assistant Secretary
- David Dzien, Assistant Secretary

- Lisa Castoria, District Manager
- Kathryn Hopkinson, District Counsel
- Phil Chang, District Engineer

SPECIAL MEETING AGENDA

Tuesday, May 13, 2025 – 1:30 p.m.

All cellular phones and pagers must be turned off during the meeting.

- 1. Call to Order/Roll Call**
- 2. Public Comment on Agenda Items**
- 3. Business Items**
 - A. Consideration of Roof Proposals
- 4. Board of Supervisors' Requests and Comments**
- 5. Adjournment**

The next Regular Meeting is scheduled to be held Thursday, June 5, 2025, at 6:00 p.m.

Tuesday, May 13, 2025

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
(954) 603-0033

Meeting Location:

Mirabella Clubhouse
14306 Romeo Blvd.
Wimauma, Florida 33598

3A.

Third Order of Business



Tosca Roofing, Inc.
PO Box 1889
Valrico, FL 33595
(813) 681-1269
Sales@ToscaRoofing.net

Account
Manager: Carlos Vargas
Cell: 813-310-1998
Email: Carlos @TOSCAROOFING.NET

PROPOSAL/CONTRACT

Billing Name: Lisa Castoria	Insurance Company:
Jobsite Address: 14308 Romeo Boulevard	Claim#:
City: Wimauma State: FL Zip: 33598	Policy#:
Phone: (656) 223-7011	Mortgage Company:
Email: Lisa.Castoria@inframark.com	Deductible:

☒ Insurance Claim / ☒ Residential ☐ Commercial / ☒ Re-Roof Installation ☐ Roof Over ☐ Roof Repair

1 # Stories ☐ Roof Pitch: 6/12

☒ Permit and Notice of Commencement will be recorded and filed in corresponding city/county per city/county regulations by Tosca Roofing, Inc. Wind-Mitigation Report included upon request @ no charge upon completion and payment in full of roof work. (Wind-Mitigation Exclusions Apply: Mobile Homes & Flat Roofs are not included.)

☒ Remove existing roofing material. If there is more than one layer of roofing material, there will be an additional charge.
Shingles: \$ 65 per square per layer.
Felt/Synthetic: \$ 35 per square per layer.

****DUE TO RAPIDLY INCREASING LUMBER PRICING, FINAL PRICE DEPENDS ON MARKET VALUE AT TIME OF ROOF INSTALLATION. PRICING LISTED IS ESTIMATED, NOT FINALIZED****

☒ Replace bad wood sheathing @ \$ 85 per sheet:
Up to 3 sheets @ no charge.

☒ Any additional wood replacement (excluding sheathing) will be charged per linear foot as follows:

\$8 per linear foot: 1x2, 1x4, 1x6, 1x8, & 2x4 pine

\$10 per linear foot: 2x6, 2x8, & 2x10 pine

\$12 per linear foot: 1x2, 1x4, 1x6, 1x8, & 2x4 cedar

\$14 per linear foot: 2x6, 2x8, & 2x10 cedar

☒ Install new secondary water barrier per new 2021 FL Building Code:
Qty: Type: PEEL & STICK UNDERLAYMENT

☒ Install new peel & stick valley material: FT

☐ Waterproof dead valley area(s) with Self-Adhering Modified Membrane Base/Cap System for low slope: SQ

☒ Install new plumbing boots and vents:

1-1/2" lead / rubber 2" lead / rubber

3" lead / rubber 4" lead / rubber

4" GRV 10" GRV

☒ Install new shingles:

Type: ☒ Dimensional / Architectural ☐ 3-Tab ☐ Special Order

Manufacturer Shingle Line:

Shingle Color:

Hip & Ridge Cap Shingles: Qty: FT

Starter Strip Shingles: Qty: FT

Manufacturer Warranty:

☒ Limited Warranty ☒ System Warranty ☐ Preferred Warranty

Total Square Count (to include cap & starter shingles):

☐ Install new roof ventilation:

☐ Aluminum Ridge Vent / VentSure SkyRunner / Cobra Qty: FT

☐ 4FT / 6FT Off-Ridge Vent: Qty:

☐ Lomanco 750 / 770-D Qty:

☐ Skylights / Solar Tubes:

Qty: Size: Type: Glass / Polycarbonate : CM / SF

Qty: Size: Type: Glass / Polycarbonate : CM / SF

☐ Install new 1/2" Fan Fold Insulation over existing low slope roof.

Qty:

☐ Install new Self-Adhering Modified Membrane Base/Cap Sheet System for flat roof:

SQ:

☐ Tri-Built SA PlyBase/Cap / ☐ OC DeckSeal / ☐ GAF Liberty SBS

Color:

☐ Chimney Flashing: (Dimensions)

☒ Install new eave metal: Qty:

☐ White ☐ Almond ☐ Beige ☐ Brown ☐ Bronze ☐ Gray ☐ Black

☒ Clean up and dispose of roofing debris.

****Payment to be made upon completion of roof work. **Tosca Roofing, Inc. shall not be responsible for satellite dish(s) or improper placement of air conditioning lines, plumbing lines, or any other unforeseen conditions not visible from roof top. It is the customer's responsibility to remove solar panels before the start of roof work.**

Notes:

****Disclosure:** Contractor is not responsible for any items being damaged inside or outside of home. Homeowner must take due care of any and all items that may be damaged upon roof removal and installation.

Tosca Roofing, Inc. proposes to furnish all materials and labor as described above to the sum of: \$ 25,800.00

*Warranty: 10 YEAR WORKMANSHIP WARRANTY ON ALL ROOFS.

*Deposit: % ; % Due Upon Completion of Roof Work.

*Accepted payment types: Personal / Cashiers Check, Insurance Check, or Cash. *Processing fee of 3% applied to all credit card transactions.*

A late fee of 5% will be applied if payment not received in full (including additional wood charges) within 5 days of completed work.

*Note: This proposal may be withdrawn by Tosca Roofing, Inc. if not accepted within ☐ 30 days ☐ 60 days ☐ 90 days

****Acceptance of Proposal:** By signing this Proposal, the below Customer(s) agrees to pay Contractor the total amount indicated above for performing the described work. The Customer(s) further agrees that he or she understands, has received and signed the Additional Terms and Conditions and Legal Disclosures, which are incorporated herein.

Customer(s) Signature: Date:

Contractor/Authorized Agent Signature: Carlos Vargas Date: 10/30/2024

Tosca Roofing, Inc. is fully licensed and insured (workers compensation and liability). Certificates available upon request. Contractor has the right to change material selections as needed from manufacturer to comparable color selections. The undersigned hereby assigns any and all insurance rights, benefits, proceeds, and any causes of action under any applicable insurance policies to Tosca Roofing, Inc. ("Contractor") for services rendered or to be rendered by Contractor. In this regard, the undersigned waives his/her privacy rights. The undersigned makes this assignment in consideration of Contractor's agreement to perform services and supply materials and otherwise perform its obligations under this contract, including, but not limited to, not requiring full payment at time of service. The undersigned also hereby directs his/her insurance carrier(s) to release any and all information requested by Contractor, its representatives, and/or its attorneys for the direct purpose of obtaining actual benefits to be paid by his/her insurance carrier(s) for services rendered or to be rendered.

ADDITIONAL TERMS AND CONDITIONS

The following Additional Terms and Conditions are incorporated into the proposal ("Contract") between Tosca Roofing, Inc. (License# CCC1327186) ("Contractor") and the customer(s) identified on the first page of the Contract ("Customer"):

- 1. Changes, Extras, and Additional Work.** Without invalidating this Contract, Customer may request Contractor to make changes to the work. Contractor shall be under no obligation to perform any such changes without Customer's prior signature on a written change order authorizing said changes and agreeing to the cost thereof. Customer shall pay any additional cost resulting from a change order prior to the work being performed unless Contractor agrees otherwise. To the extent that additional work is performed, or materials delivered at the Customer's request which is not the subject of a signed change order, the Contractor shall be entitled to recover the actual costs thereof, plus 20%. Customer acknowledges and agrees that additional costs may be owed to Contractor, including amounts for skylight/solar tube replacement, wood replacement, removal of more than one layer of shingles/underlayment, and replacing or reinstalling gutters.
- 2. Time for Performance and Delays/Consequential.** If Customer causes delays which result in time loss, additional trips, or damages to Contractor, Customer agrees to pay Contractor for such costs/damages. Under no circumstances shall Contractor be liable to Customer for delay or consequential damages. Customer hereby waives any claim for delay or consequential damages against Contractor arising from or relating to the performance or failure to perform under this Contract.
- 3. Cancellations.** Except as otherwise required by any applicable state, federal, or other law/regulation, this Contract cannot be cancelled after acceptance by Contractor. **CUSTOMER'S RIGHT TO CANCEL:** If for whatever reason you do not want the goods or services, you may cancel this agreement by providing written notice to Contractor in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement within the cancellation timeframe, Contractor may not keep all or part of any cash down payment. In the event Customer cancels this Contract after the cancellation timeframe, Contractor shall be entitled to recover the costs and profits on all work performed and the costs and lost profits on any work that has not been performed.
- 4. Customer's Warranty, Responsibility and Risk of Loss.** Customer warrants and represents that he/she is the owner or the authorized representative of the owner of the property identified on the first page of this Contract and is authorized to contract for the improvements identified herein. Customer shall be responsible for obtaining any required zoning changes, variances, or approval from condominium or homeowner association boards. All risk of loss to merchandise, materials, and installation, after delivery to Customer's property shall be borne solely by Customer. Customer further agrees to waive any claim against Contractor and its subcontractors and suppliers and to hold them harmless from any damage to or damages resulting from (i) items under the roof decking penetrated by roofing nails, (ii) the driveway, pavement, or sidewalk (including cracks or broken areas), (iii) movement or vibrations on the roofing decking, (iv) the utilizing or reinstalling existing skylights, (v) satellite dish or improper placement of air conditioning lines or plumbing lines.
- 5. Warranties.** Upon payment by Customer of all amounts owed to Contractor, Contractor hereby warrants for a five (10) year period from the date Contractor requests final payment that all labor furnished under the Contract will be of good quality and free from defects, as determined by industry standards. Contractor has no obligation to perform any warranty work until receiving payment in full from Customer. Contractor's warranty does not cover and specifically excludes any damage or defects caused by abuse or by third persons, corrections or modifications not performed by Contractor, improper or insufficient maintenance, storm events, or normal wear and tear. In the event Customer requests warranty services which are deemed by Contractor to be items that are not covered by the warranty, Customer agrees to pay a service fee of \$150.00 to Contractor. Any material warranty from the manufacturer is solely between Customer and the manufacturer and not the Contractor. If required, Contractor shall assign any manufacturer's warranty to Customer and Contractor has no obligations under the manufacturer's warranty. **EXCEPT AS STATED HEREIN, CONTRACTOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES AND ALL STATE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.**
- 6. Controlling Law, Jurisdiction, and Venue.** This Contract shall be governed and enforced pursuant to the laws of the State of Florida. In the event of any claim or dispute arising from, relating to, or concerning this Contract, Customer agrees and consents to personal jurisdiction in the State of Florida. Customer further agrees that the sole and exclusive venue for any arbitration or litigation arising from, relating to, or concerning this Contract shall be Hillsborough County, Florida.
- 7. Arbitration, Waiver of Jury Trial, Mediation and Written Notice.** At the sole and exclusive option of Contractor, any controversy, claim, or dispute arising from, relating to, or concerning this Contract shall be resolved by arbitration in accordance with the American Arbitration Association Construction Industry Arbitration Rules. The arbitrator's award shall be final, and judgement may be entered thereon by any court of competent jurisdiction in accordance with applicable law. **Contractor and Customer hereby knowingly waive the right to trial by jury.** Prior to commencing litigation or at Contractor's sole option, arbitration, Contractor and Customer shall attempt to resolve any controversy, claim or dispute arising from, relating to, or concerning this Contract through mediation. Contractor's and Customer's attempt to mediate all claims or disputes shall be a condition precedent to either litigation or arbitration. Any compensation to be paid to the arbitrator or mediator shall be divided between and equally paid Contractor and Customer. Customer agrees that prior to initiating any claim or mediation against Contractor, including claims for construction defects, Customer shall provide ten (10) days written notice to Contractor. The written notice shall specifically identify the alleged claim and provide Contractor with an opportunity to cure same. The written notice and opportunity to cure required by this provision is a condition precedent to Customer's right to bring any claim or mediation against Contractor.
- 8. Payment and Interest.** Unless otherwise agreed to, the balance of the Contract price owed to Contractor shall be paid on the date of completion of the work as determined by Contractor. All payments not timely received within 5 days of roof completion by Contractor shall bear interest at the rate of 5% per month. Time is of the essence for all payments required to be made by Customer under this Contract.
- 9. Miscellaneous.** This Contract represents the entire agreement between Contractor and Customer and supersedes all negotiations, representations, or agreements either written or oral. No provision of this Contract may be amended except in writing signed by Contractor. If any portion of this Contract is held to be invalid, illegal, or unenforceable, such portion shall be severed, and the remainder of this Contract shall remain in full force and effect. In the event this Contract (or any portion thereof) is determined to be ambiguous, such ambiguity shall not be interpreted in favor of or against any party. All notices shall be addressed to the parties at the addresses set forth on the first page of the Contract, and shall be sent by certified mail, return receipt requested. The paragraph headings are used solely for the convenience of the parties and shall not be utilized to interpret any provision of this Contract.



State Certified Roofing Contractor License # CCC1325939
1312 Orangewalk Dr., Brandon, FL 33511
Office (813) 689-7663 Fax (813) 571-3389
www.cardinalroofingfl.com
office@cardinalroofingfl.com



PROPOSAL/CONTRACT

Owner Name: Lisa Castoria Inframark	Phone: (656)223-7011	Date October
	Email: lisa.castoria@inframark.com	
Street 2654 Cypress Ridge Blvd., Suite 101	Job name Mirabella CDD	
City/State/Zip Wesley Chapel, FL 33544	Job location 14306 Romeo Blvd., Wimauma, FL 33598	

We hereby propose to furnish materials and labor necessary for the completion of: **Repairs**

On the back section of the building:

1. Remove tarp
2. Tear off and haul away entire rear of roof damaged by wind
3. Install new dimensional shingles to match
4. Install new roof vents, type to be determined after tarp removal

On the front section of the building:

1. Remove tarp-front
2. Remove wind damaged shingles
3. Remove 4' off ridge vent
4. Install new shingles to match

On the Mail Kiosk:

1. Remove small tarp
2. Remove wind damaged shingles
3. Install new shingles to match as needed

1 Year Workmanship Warranty

The labor, material, and equipment required for this job will be furnished by **Cardinal Roofing** for a total of:

Ten thousand, seven hundred and eighty dollars

(\$10,780 & 00/100 dollars)

Payment to be made as follows:

Upon completion

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless otherwise specified, Contractor's work carries a 1/2 year limited workmanship warranty. If there are any persons, other than our employee(s), on the roof during the project or after the job is completed, any warranty issued for the project will immediately become null and void without exception. The Contract Documents consist of this proposal, the terms and conditions, all documents referenced therein, and the Limited Workmanship Warranty (if any), and are incorporated herein by reference.

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Authorized
Signature

CARDINAL ROOFING

Kevin Waller/ Chad Curchin

Note: Proposal may be withdrawn by Contractor if not accepted within 30 days.

Signature: _____

Date: _____

In May 2024, Governor Ron DeSantis signed a new law, [HB 939](#). This bill addresses several consumer protection concerns, including agreements between residential property owners and roofing contractors.

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a declaration of a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

Signature: _____

Date: _____