



Rizzetta & Company

# **Westridge Community Development District**

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**Board of Supervisors  
Meeting  
September 25, 2025**

**District Office:  
8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
407.472.2471**

**[www.westridgecdd.org](http://www.westridgecdd.org)**

**WESTRIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

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

**Board of Supervisors**

Chris Brown	Chairperson
Irmaliz Osorio	Vice Chairperson
Janice Stradley	Assistant Secretary
Fabian Beltran	Assistant Secretary
VACANT	Assistant Secretary

**District Manager**

Brian Mendes	Rizzetta & Company, Inc.
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**District Counsel**

Scott Clark	Clark & Albaugh
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**District Engineer**

Mark E. Wilson	Kimley-Horn
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**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, Florida · (904) 436-6270  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.westridgecdd.org](http://www.westridgecdd.org)

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**Board of Supervisors  
Westridge Community  
Development District**

September 18, 2025

## **FINAL AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the Westridge Community Development District will be held on **September 25, 2025**, at **2:00 p.m.** at **Waterstone Clubhouse** located at **2751 Bella Vista Drive, Davenport FL 33897**.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. COMMUNITY UPDATES**
  - A. Floralawn Landscape Quality Inspection Report
  - B. Sunscape Updates
    1. September's Inspection Report.....Tab 1
  - C. Bolton's Towing Service
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors Meeting held on August 28, 2025,.....Tab 2
  - B. Ratification of Operation and Maintenance Expenditures for August 2025 .....Tab 3
- 5. BUSINESS ITEMS**
  - A. Ratification of District Items..... Tab 4
    1. Dead Palm Tree Removal
    2. Security Services Agreement
    3. Resolution 2025-06, Adopting FY 2025-2026 Final Budget
  - B. Public Hearing on Street Parking Policies and Procedures
    1. Resolution 2025-09, Amending Street Parking Policies..... Tab 5
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

With appreciation,

*Brian Mendes*

District Manager

**TAB 1**

## Memorandum

To: Brian Mendes  
Westridge CDD

Cc: Irmaliz Osorio, Cody Averitt  
and Brian Harbin

From: Pete Soety

Date: September 8, 2025

Re: Westridge CDD  
September Inspection

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The inspection was performed on Thursday, September 4, 2025, with myself. The Contractor is reminded they are expected to be present during our inspections every month to ensure accurate communication and to prevent any confusion.

During the inspection, I found the landscape throughout the community to be in fair condition with the Contractor providing some of their services at an acceptable level. The detail portion of their work was partially in order with some ornamentals, shrubs and groundcover plantings being properly trimmed and shaped with bed lines, tree rings and maintenance strips well defined. There was sporadic weed growth present in the landscape and mulch continues to be voided in most locations around the community. Their Lawn and Ornamental Program is providing decent results with the landscape displaying fairly good color and with a predictable amount of pest and disease activity. However, Sedge growth along with broadleaf weeds in some St. Augustine turf areas remains a concern. The irrigation system appeared to be operating properly with little to no evidence of drought stress or oversaturated soil conditions identified at the time of the inspection.

At the time of the inspection, Items 1 and 5 from the July report and items 4, 6 and 8 from the August report remained incomplete.

The following is a current list of work items for the Contractor to complete or respond to as a result of site observations made during our recent inspection:

- 1) Contractor is requested to string-trim weed growth along the base of metal fencing on the eastern perimeter of the community, during their next visit to the community.

September 8, 2025

Brian Mendes  
Westridge CDD

September Inspection

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- 2) Contractor is requested to complete a blanket granular fertilization for St. Augustine turf areas and ornamental bed spaces throughout the community in October to promote overall health.
- 3) Contractor is requested to selectively remove discolored foliage from White African Iris plantings along the north side of the main entrance to the community, during their next detail rotation.
- 4) **Urgent:** Contractor is requested to mow St. Augustine and Bahia turf areas throughout the community before the end of the current work week, closely following their contract specifications.
- 5) **Urgent:** Contractor is requested to submit their September monthly package to our office as soon as possible.
- 6) Contractor is requested to edge weed growth around irrigation valve box covers near the intersection of Tierra del Sol Boulevard and La Verde Lane during their next mowing occurrence, keeping them free and clear for routine service and maintenance. See attached photo.
- 7) Contractor is requested to replace a damaged round irrigation valve box and cover near the intersection of Terra del Sol Boulevard and La Verde Lane, during their next monthly inspection. See attached photo.
- 8) Contractor is requested to continue selectively spot-treating St. Augustine turf areas for Sedge growth and broadleaf weeds along Terra del Sol Boulevard, following a strict regimen for optimum control. See attached photo.
- 9) Contractor is requested to remove trash and debris from ornamental bed spaces at the main entrance to the community, during their next visit to the community.
- 10) Contractor is requested to trim and shape Loropetalum and Podocarpus plantings at the main entrance to the community, during their next visit to the community. See attached photo.

September 8, 2025

Brian Mendes  
Westridge CDD

September Inspection

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Item 6



Item 7



Item 8



Item 10

## TAB 2

MINUTES OF MEETING

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

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Westridge Community Development District was held on August 28, 2025, at 2:05 p.m. at **Waterstone Clubhouse** located at **2751 Bella Vista Drive, Davenport FL 33897**.

Present and constituting a quorum:

Chris Brown	<b>Board Supervisor, Chairperson</b>
Irmaliz Osorio	<b>Board Supervisor, Vice Chairman</b>
Janice Stradley	<b>Board Supervisor, Assistant Secretary</b>
Fabian Beltran	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Brian Mendes	<b>District Manager, Rizzetta &amp; Company</b>
Scott Clark	<b>District Counsel, Clark &amp; Albaugh, LLC</b>
Richard Mills	<b>District Engineer, Kimley-Horn</b>
	<i>(Via Phone)</i>

Audience members **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Mendes confirmed quorum and called the meeting to order at 2:05 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on the Agenda Items**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Floralawn Landscape Quality Inspection Report**

Mr. Mendes reviewed the current landscaping needs with the Board of Supervisors.

The Board Members discussed the progress of the landscaping operations and confirmed that the work is progressing as expected.

Mr. Mendes stated he will work Sunscape regarding the upcoming enhancement projects.

**FOURTH ORDER OF BUSINESS**

**Sunscape Updates**

At the request of the Board Members, this agenda item was tabled for future consideration.

**FIFTH ORDER OF BUSINESS**

**Bolton's Towing Updates**

Mr. Mendes opened a discussion regarding Bolton's towing with the Board, noting there was nothing to report this month.

Mr. Mendes, along with the Board Members, reviewed the status of the current towing operations.

The Members of The Board discussed the monthly towing operations and reviewed the most recent towing issues.

**SIXTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board  
of Supervisors' Meeting held on July 31,  
2025**

Mr. Mendes presented the meeting minutes to the board and asked if any changes were requested.

The Members of the Board requested the following revisions: Remove Brian Harbin from the attendance, 1<sup>st</sup> order of business revision, line 46 "Trenquila" spelling, line 161 motion to include \$7,500 approval of invoice.

On a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors meeting held on July 31, 2025, in substantial form, for Westridge Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Operation & Maintenance  
Expenditures for July 2025**

Mr. Mendes reviewed the operation and maintenance expenditures for the month of July with the Board Members and asked if there were any questions. There were none.

On a motion by Mr. Brown, seconded by Ms. Osorio, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for July 2025 (\$20,698.36), for Westridge Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Ratification of District Items**

**1. Hall Company Inc Speed Hump Change Order**

Mr. Mendes reviewed all the ratification items with the board and asked if there were any questions

Mr. Mendes stated he will have the Hall Company review the speed humps on Bella Vesta Dr.

Mr. Beltran commented on the need for two additional speed humps on Trenquila Ln in Costa Blanca.

On a motion by Mr. Beltran, seconded by Ms. Stradley, with all in favor, the Board of Supervisors approved adding two additional speed humps to Tierra Del Sol subdivision on Trenquila Lane, Costa Blanca, not to exceed \$3,000, for Westridge Community Development District.

On a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of Supervisors approved the Hall Company Inc Speed Hump Change Order, for Westridge Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Security Services Proposal (Under Separate Cover)**

Mr. Mendes provided the Members of the Board with printed copies of the security services proposal.

Mr. Mendes and the Members of the Board discussed and reviewed the security services proposal.

The Members of the Board conducted a detailed review of the security services proposal.

Discussion ensued amongst the Board Members regarding previous experiences with the security company.

On a motion by Ms. Osorio, seconded by Ms. Stradley, with all in favor, the Board of Supervisors approved the Security Services Proposal, in substantial form, for Westridge Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of Monument Landscape Design Proposal**

The Members of the Board reviewed the monument landscape design proposal and discussed options for consideration.

Discussion ensued amongst the Board Members regarding the overall operational needs for Sunscape.

At the request of the Board Members, this agenda item was tabled for future consideration at the next Board Meeting.

On a motion by Ms. Stradley, seconded by Ms. Osorio, with all in favor, the Board of Supervisors agreed to table the Monument Landscape Design Proposal until the next meeting on October 23<sup>rd</sup>, 2025, for Westridge Community Development District.

Mr. Mendes stated he will work with Sunscape for a proposal for project oversight.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Consideration of Enviro Tree Service Palm Removal Proposal**

The Board of Supervisors reviewed in detail the Enviro Tree Service palm removal proposal.

On a motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved the Enviro Tree Service Palm Removal Proposal, for Westridge Community Development District.

#### **TWELFTH ORDER OF BUSINESS**

#### **Consideration of 6<sup>th</sup> Addendum to Rizzetta & Company's Inc Contract for District Management Services**

The Members of the Board reviewed in detail the 6th Addendum to Rizzetta & Company's Inc Contract for District Management Services and discussed the cost of service.

On a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of Supervisors approved the 6th Addendum to Rizzetta & Company's Inc Contract for District Management Services, for Westridge Community Development District.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Consideration of Arbitrage Engagement Letter for Westridge CDD Series 2005**

Ms. Clark reviewed the Arbitrage Engagement Letter for Westridge CDD Series 2005 with the Members of the Board and asked if there were any questions. There were none.

On a motion by Ms. Stradley, seconded by Ms. Osorio, with all in favor, the Board of Supervisors approved the Arbitrage Engagement Letter for Westridge CDD Series 2005, for Westridge Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-08,  
Adopting FY 25/26 Meeting Schedule**

Mr. Mendes reviewed the meeting schedule with the Members of the Board and asked if there were any changes requested or any questions regarding FY 25/26 meeting schedule.

The Members of the Board reviewed options for meeting dates for the upcoming fiscal year.

On a motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of Supervisors adopted Resolution 2025-08, Adopting FY 25/26 Meeting Schedule with two revisions, November 20<sup>th</sup> and October 18<sup>th</sup>, for Westridge Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

Mr. Clark reviewed the parking rule revisions with the Members of the Board and asked if there were any questions. There were none.

B. District Engineer

Mr. Mills reviewed the utility access maintenance ownership with the Members of the Board.

Mr. Clark stated he will review the legal language regarding utility access maintenance ownership.

C. District Manager

The Members of the Board and District Staff discussed the vacant Board Seat.

Mr. Mendes stated he will send out an Eblast regarding the vacant Board seat.

Mr. Mendes reviewed the school board discussion with the Members of the Board.

Mr. Mendes and coordinator stated they will continue to resolve the issue of school safety.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

**SUPERVISOR REQUESTS**

Ms. Stradley made a comment regarding the process of obtaining a credit card for the CDD.

On a motion by Ms. Stradley, seconded by Ms. Osorio, with all in favor, the Board of Supervisors approved the CDD to obtain a credit card Not exceeding \$3,000 monthly, for Westridge Community Development District.

Ms. Stradley commented about the crosswalk on the corner of Bella Vista and Marbella Way.

Mr. Mills stated he will create a scope of service regarding the crosswalk in Bella Vista and Marbella Way.

**AUDIENCE COMMENTS**

There were no audience comments.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of Supervisors adjourned the meeting at 3:55 p.m., for Westridge Community Development District.

*[SIGNATURES ON FOLLOWING PAGE]*

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\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

### **TAB 3**

# WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ORLANDO, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.WESTRIDGECDD.ORG

## **Operation and Maintenance Expenditures August 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$54,861.12**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Westridge Community Development District

### Paid Operation & Maintenance Expenses

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Christopher Brown	300075	CB073125	Board of Supervisors Meeting 07/31/25	\$200.00
Clark & Albaugh, PLLC	300082	19238	Legal Service 07/25	\$2,210.00
Duke Energy	20250804-1	9100 8743 4190 06/25 ACH	Electric Services 06/25	\$2,654.48
Duke Energy	20250806-1	9101 4198 6868 06/25 ACH	Electric Services 06/25	\$2,679.96
Fabian Beltran	300076	FB073125	Board of Supervisors Meeting 07/31/25	\$200.00
Floralawn, Inc.	300074	33752	Landscape Maintenance 08/25	\$5,990.15
Floralawn, Inc.	300080	34052	Irrigation Repair 08/25	\$98.31
Irmaliz Osorio	300077	IO073125	Board of Supervisors Meeting 07/31/25	\$200.00
James C. Hall Company DBA Hall Company	300081	4060	Repairs 07/25	\$24,825.00
Janice A Stradley	300078	JS073125	Board of Supervisors Meeting 07/31/25	\$200.00
Polk County BOCC	20250812-1	6395823 06.25 ACH	1 Reuse Paradiso Drive 06/25	\$628.54
Polk County Property Appraiser	300079	4652275	Admin Fees 08/25	\$9,173.77
Rizzetta & Company, Inc.	300073	INV0000101253	District Management Fees 08/25	\$4,077.59

**Westridge Community Development District**

**Paid Operation & Maintenance Expenses**

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SunScape Landscape	300083	13970	Landscape Management Services	\$850.00
Management Services, Inc.			08/25	
Xpressmyself.com, LLC	300084	SMT-871991	Signage 08/25	<u>\$873.32</u>
<b>Report Total</b>				<b><u>\$ 54,861.12</u></b>

**TAB 4**

Jimmy Renta  
CEO

## **AGREEMENT FOR SECURITY SERVICES**

**THIS AGREEMENT FOR SECURITY SERVICES** (the "Agreement"), is entered into as of this first day of October, 2025 (the "Effective Date"), by and between:

The **WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT** ("CDD"), a local unit of special purpose government organized and existing in accordance with Chapter 190, whose address for purposes of this Agreement is c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819, and **RESIDENTIAL PROTECTION SERVICES LLC**, a Florida Limited Liability Company, whose address for purposes of this Agreement is 2641 Orange Court, Longwood, FL 32779.

**FOR VALID CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Contractor and CDD agree as follows:

1. **Term**. This Agreement shall commence on the Effective Date and shall have an initial term from the Effective Date to September 30, 2026, unless sooner terminated in accordance with this Agreement or unless extended pursuant to the terms hereof. Unless a Notice of Termination has been given, pursuant to Paragraph 7 below, the parties may agree to this Agreement to be a Continuing Contract and shall automatically extend for an additional twelve-month term on each anniversary date unless terminated pursuant to Paragraph 7 .

2. **Contractor** shall provide the following services to CDD:

**Scope of Services**: Contractor shall provide uniformed unarmed officers to patrol the District as set forth in Exhibit "A". The times and dates of the patrol shall be established at the direction of the District Manager, but shall not exceed a cost of \$25,000 annually.

**Officer Reports**: The Contractor will provide an officer report for each day/night worked detailing the activity of the officer and of the property. These reports will list dates and times the officer is actually on site. Reports will be turned in at a determined place and time.

**Parking Enforcement Policy**: Contractor is responsible for patrol and enforcement of the CDD's Street Parking Enforcement Policy and Procedures, which are attached as part of the Scope of Services, as the policy may be amended from time to time.

**Additional services**: Contractor will provide additional services and recommendations at the request of the CDD. Additional pricing of such services will be set prior to start and submitted in writing. Any changes in duties or requirements shall be put in writing and approved prior to any such changes. Scope of services are not limited to the posted requirements and are subject to change at any time.

3. **Independent Contractor**. Neither Contractor nor any of the employees, agents, officers, directors, contractors or representatives of Contractor shall be deemed employees of CDD or receive employee or other benefits from CDD. Contractor is responsible for paying all

wages, expenses, federal and state payroll taxes and any similar tax relating to such employees, and will provide uniforms, badges and accessories in accordance with Contractor's established standards.

4. **Fees.** District agrees to compensate the Contractor at the rate of \$35.00 per man hour with the total compensation to be capped at **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00 USD).**
5. **Sales Tax.** CDD is exempt from sales tax on this transaction.
6. **Reports: Invoices.** The Contractor shall provide to CDD on a monthly basis a summary of hours of services provided in a format acceptable to CDD. The Contractor will invoice CDD on a monthly basis. Invoices are due and payable within thirty (30) days of receipt. An interest rate of 5% per month shall be added to all invoices not paid within 30 days. Payment shall be made by business check or other commercial reasonable means.
7. **Termination.** This Agreement may be terminated by either party for any reason with thirty (30) days prior written notice ("Termination Without Cause"). Notwithstanding the foregoing, either party may terminate this Agreement effective immediately for breach, misconduct or other non-performance under the Agreement by the non-terminating party ("Termination With Cause").

A. *Termination Without Cause.* If this Agreement is Terminated Without Cause, Contractor shall, in CDD's sole discretion, continue providing services pursuant to this Agreement during the 30-day termination period provided CDD continues paying for such services in accordance with the Agreement; provided, however, if CDD elects not to have the Contractor continue providing services CDD shall still be obligated to pay for the services which the Contractor would otherwise have provided during the 30-day termination period.

B. *Termination With Cause.* If this Agreement is Terminated With Cause by CDD, CDD shall not be required to pay any additional fees after the date and time of termination.

8. **Standard of Performance.** All personnel provided by the Contractor pursuant to this Agreement shall perform the services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals, in accordance with any special instructions given by CDD and in compliance with all state, federal and local laws, roles and ordinances.
9. **Insurance and Bond Requirements.** The Contractor shall provide evidence to CDD of an adequate general liability insurance policy and indemnity bond with terms acceptable to CDD, For purposes of insurance, the following shall be deemed acceptable by the CDD:
  - A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

**B.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the CDD included as an additional insured, but only to the extent that same are indemnified pursuant to Section 10 hereof, and covering at least the following hazards:

(1) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;

(2) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles or other equipment required to be licensed.

In the event the Contractor retains subcontractors, the Contractor shall be responsible for assuring that all subcontractors carry insurance in the minimum amount set forth in this Section 9. Nothing herein shall be deemed to permit Contractor to use subcontractors without the written consent of CDD.

10. **Indemnification.** The Contractor shall indemnify, hold harmless and defend CDD, or any of its officers, employees or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, or loss or damage to property caused, directly or indirectly, by the actions or omissions of the Contractor.
11. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by this Agreement nor substantially increase the burden of either party under this Agreement, is found to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement will continue to be binding and enforceable.
12. **Waiver.** No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A party's acceptance of any late or inadequate performance shall not constitute a waiver or forfeiture of that party's right to treat such performance as an event of default or to require timely and adequate performance in the future.
13. **Notice.** Any notices required by this Agreement shall be sent to the addresses noted in the preamble to this Agreement, or at such other address designated in writing by the party to receive notice. Notices shall be either (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return

receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U. S. Mail. Notices or communications to or from a party's attorney will be deemed to be to or from that party.

14. **Persons Bound.** If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors. This Agreement is for the benefit only of the parties or their successors. No other person shall be entitled to rely hereon, receive any benefit here from or, enforce any provision of this Agreement against any party.
15. **Entire Agreement.** This Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
16. **Attorney Fees.** If either party initiates or is made a party to legal or other dispute resolution proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement, then the non-prevailing party in those proceedings will pay the costs and attorney fees, including the costs and attorney fees of appellate proceedings incurred by the prevailing party. This obligation to pay attorney fees and costs will apply also to settlements of disputes and to collection efforts.
17. **Applicable Law; Waiver of Jury Trial.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **CDD AND CONTRACTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY CDD. ANY COURT PROCEEDINGS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL HAVE EXCLUSIVE VENUE AND JURISDICTION IN POLK COUNTY, FLORIDA.**
18. **Survival.** All indemnities, covenants, warranties, rights and obligations set forth in this Agreement shall survive after the termination of the Agreement.
19. **No Third Party Beneficiary.** Except for the rights of the parties hereto and their respective successors, legal representatives, and assigns, no person or entity has any rights or benefits under this Agreement, and no person or entity is a third party beneficiary of this Agreement.
20. **Public Records.** The District is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books,

tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the District in connection with the transaction of its official business are public records.

In connection with this Agreement, Contractor shall comply Chapter 119, Florida Statutes, as follows:

A. Keep and maintain public records required by the District to perform the services that are the subject of this Agreement.

B. 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 by law.

C. 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 contract if the contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in Contractor's possession or keep and maintain public records required by the District to perform the services that are the subject of this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 District's information technology systems.

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

21. **E-Verify Requirement.** The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021.

A. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section

448.095(2)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to District for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of Contractor's subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.

22. Anti-Human Trafficking Affidavit Requirement. The District is subject to the requirements of section 787.06(13), Florida Statutes (2024) pertaining to human trafficking. As such, Contractor must execute the affidavit attached hereto as Exhibit "B".

*[Signatures on next page]*

**IN WITNESS WHEREOF**, this Agreement has been executed as of the day and year first above written.

**RESIDENTIAL PROTECTION  
SERVICES LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WESTRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

## **EXHIBIT “A”**

### **Westridge Community Development District Security - Scope of Services**

#### **1. PROJECT SCOPE**

The Contractor shall provide security services for the Westridge Community Development District.

#### **2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

##### **2.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services at the hours and days requested by the CDD. Employee personnel vehicles will be marked and parked only in areas designated by the CDD.

##### **2.2 Key Personnel**

All Work shall be managed and/or directed by key personnel identified in advance to the CDD. Any changes in the assigned key personnel shall be subject to approval by the CDD. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees.

##### **2.3 Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear uniforms or Professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the CDD is unsightly for any reason, shall be strictly prohibited.

##### **2.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Westridge community and any other customer/party associated with the Westridge Project are knowledgeable of the Project and the Services the Contractor is performing.

## 2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractors expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include but is not limited to items necessary to protect its employees and the general public, if applicable.

## 2.6 Facility Location

The CDD does not own a building within the development. Work shall be done by Contractor in its vehicles or on foot.

## 2.7 Document Control and Data Maintenance

### 2.7.1 Officers Daily Log

The Contractor shall keep accurate records of all incidences that occur while on duty, documents received, and, if applicable, issues by this Contractor. A 'document log' shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. This 'log' shall be updated daily and submitted to the CDD on a daily basis.

## 3 COORDINATION

The Contractor shall provide coordination with the CDD for all items associated with the requirements of this Agreement.

### 3.4 General Coordination

The Contractor shall meet with the CDD on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule, and budget status. The Contractor shall prepare the agenda for those meetings and submit it to CDD two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each

meeting to all attendees within five (5) business days, as well as other parties with a 'need-to-know.' The CDD shall provide the meeting location or provide for meeting by remote means if appropriate.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Westridge Board of Supervisors if requested to do so by the CDD. This representative shall be knowledgeable of the Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day to day activities at the Project site pursuant to this Agreement.

### 3.5 Contractor's Project Manager

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the CDD and the Contractor. This individual shall maintain at all times a means of being contacted by the CDD (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CDD of this daily schedule, for quality control of the Contractor's services.

## 4 SCHEDULED OPERATIONS

### 4.1 Patrol Area

Contractor shall provide a visible presence to deter any wrongdoing. Contractor shall patrol areas identified by the CDD but, in the absence of specific identification, Contractor shall provide random patrols to observe activities in the development.

In the event of an incident the contractor shall attempt to acquire names, addresses, and phone numbers from the offenders without causing harm to the Contractor or the offender. Any/all incidents will be recorded in the officer's daily log and reported to the CDD. Neighborhood patrols shall also include parking enforcement, ticketing and identifying vehicles in violation of the District's parking resolution that will need to be towed from property. All parking enforcement to be done in accordance with District Street Parking Rules. The CDD reserves the right to adjust staffing and hours of operations as necessary. Patrol officer should be relocated to guard house in the event of a no-call/no-show for the guard house staff. Contractor shall become familiar with the parking enforcement resolution and procedures and shall, at CDD's direction, tag vehicles in violation of the resolution and/or communicate with the CDD's towing vendor when vehicles are to be towed under the parking resolution.

#### 4.2 Criminal Activities

If the contractor becomes aware of any criminal activities within the CDD property the contractor shall notify the Polk County Sheriff's department immediately and record the incident in the officer's daily log along with any reports from the sheriff's deputy.

#### 4.3 Damage to Facilities

Should the Contractor become aware of damage to the facilities within the area being serviced by the Contractor, the Contractor shall notify the CDD by adding the damages to the officer's daily log. Contractor should notify the CDD by phone and if necessary, contact the Polk County Sheriff's office to file a report for damages.

**EXHIBIT “B”**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**NONGOVERNMENTAL ENTITY**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**  
**(Section 787.06(13), Florida Statutes (2024))**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

**BEFORE ME**, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of **Residential Protection Services LLC**, an Florida Limited Liability Company (“Company”), and Affiant attests that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

**UNDER PENALTY OF PERJURY**, I hereby declare and affirm that the above stated facts are true and correct.

**DATED** as of \_\_\_\_\_, 2025.

\_\_\_\_\_  
[Name]  
[Title]  
Affiant

**SWORN TO AND SUBSCRIBED** before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

(Seal)

## **RESOLUTION 2025-04**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day of June, 2025, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Westridge Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set July 31, 2025, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF WESTRIDGE COMMUNITY DEVELOPMENT  
DISTRICT:**

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the Office of the District Treasurer and the Office of the Recording Secretary, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2025 and/or revised projections for Fiscal Year 2026.
- c. That the adopted budget, as amended, shall be maintained in the Office of the District Treasurer and the District Recording Secretary and identified as "The Budget for Westridge Community Development District for the Fiscal Year Ending September 30, 2026", as adopted by the Board of Supervisors on July 31, 2025.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Westridge Community Development District, for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, the sum of \_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand Dollars (\$10,000) or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously

approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 31<sup>st</sup> day of July, 2025.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
WESTRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Secretary

By: 

Its: 

## EXHIBIT A

**Westridge  
Community Development District**

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

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**Adopted Budget  
Fiscal Year  
2025-2026**

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# Adopted Budget

## Westridge Community Development District

### General Fund

### Fiscal Year 2025/2026

	Chart of Accounts Classification	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1			
2	<b>ASSESSMENT REVENUES</b>		
3			
4	<b>Special Assessments</b>		
5	Tax Roll*	\$ 549,662	\$ 41,264
6			
7	<b>Assessment Revenue Subtotal</b>	<b>\$ 549,662</b>	<b>\$ 41,264</b>
8			
9	<b>OTHER REVENUES</b>		
10			
13	<b>Other Revenue Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>
14			
15	<b>TOTAL REVENUES</b>	<b>\$ 549,662</b>	<b>\$ 41,264</b>
16	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.		
17			
18	<b>EXPENDITURES - ADMINISTRATIVE</b>		
19			
20	<b>Legislative</b>		
21	Supervisor Fees	\$ 12,000	\$ -

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**Adopted Budget**  
**Westridge Community Development District**  
General Fund  
Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
22	<b><i>Financial &amp; Administrative</i></b>		
23	ADA Website Hosting, Maintenance and Emails	\$ 6,400	\$ 2,400
24	Accounting Services	\$ 20,277	\$ 591
25	Administrative Services	\$ 4,424	\$ 129
26	Arbitrage Rebate Calculation	\$ 500	\$ -
27	Assessment Roll	\$ 6,204	\$ 181
28	Auditing Services	\$ 4,400	\$ 400
29	Disclosure Report	\$ 1,500	\$ -
30	District Engineer	\$ 25,000	\$ 11,000
31	District Management	\$ 19,618	\$ 1,363
32	Dues, Licenses & Fees	\$ 175	\$ -
33	Financial & Revenue Collections	\$ 4,424	\$ 129
34	Legal Advertising	\$ 4,500	\$ -
35	Miscellaneous Fees	\$ 2,000	\$ (800)
36	Property Appraiser Fees	\$ 7,850	\$ -
37	Public Officials Liability Insurance	\$ 3,540	\$ 232
38	Supervisor Workers Compensation Insurance	\$ 850	\$ -
39	Trustees Fees	\$ 12,000	\$ -
40	<b><i>Legal Counsel</i></b>		
41	District Counsel	\$ 35,000	\$ -
42			

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**Adopted Budget**  
**Westridge Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
43	<b>Administrative Subtotal</b>	\$ 170,662	\$ 15,625
44			
45	<b>EXPENDITURES - FIELD OPERATIONS</b>		
46			
47	<b><i>Electric Utility Services</i></b>		
48	Street Lights	\$ 88,000	\$ 8,000
49	<b><i>Water-Sewer Combination Services</i></b>		
50	Utility-Reclaimed	\$ 25,000	\$ 5,000
51	<b><i>Other Physical Environment</i></b>		
52	General Liability Insurance	\$ 7,300	\$ 714
53	Irrigation Repair	\$ 30,000	\$ -
54	Landscape Maintenance & Irrigation Contract	\$ 85,000	\$ (15,000)
55	Landscape Replacement Plants, Shrubs & Trees	\$ 25,000	\$ 10,000
56	Landscape Inspection Services	\$ 10,200	\$ 200
57	<b><i>Road &amp; Street Facilities</i></b>		
58	Miscellaneous - Towing	\$ 500	\$ (775)
59	Pressure Washing	\$ 20,000	\$ -
60	Roadway Repair & Maintenance	\$ 5,000	\$ (15,000)
61	Sidewalk Repair & Maintenance	\$ 40,000	\$ 32,500
62	Stormwater Water Repairs	\$ 500	\$ (9,500)
63	Street Sign Repair & Maintenance	\$ 3,500	\$ 500

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**Adopted Budget**  
**Westridge Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
64	<b><i>Contingency</i></b>		
65	Capital Outlay	\$ 1,000	\$ (14,000)
66	Miscellaneous Contingency	\$ 13,000	\$ (2,000)
67	Security Services	\$ 25,000	\$ 25,000
68	<b>Field Operations Subtotal</b>	<b>\$ 379,000</b>	<b>\$ 25,639</b>
69			
70	<b>TOTAL EXPENDITURES</b>	<b>\$ 549,662</b>	<b>\$ 41,264</b>

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**Adopted Budget**  
**Westridge Community Development District**  
Reserve Fund  
Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1			
2	<b>ASSESSMENT REVENUES</b>		
3			
4	<i><b>Special Assessments</b></i>		
5	Tax Roll*	\$ 60,000	\$ -
6			
7	<b>Assessment Revenue Subtotal</b>	<b>\$ 60,000</b>	<b>\$ -</b>
8			
9	<b>OTHER REVENUES</b>		
10			
13	<b>Other Revenue Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>
14			
15	<b>TOTAL REVENUES</b>	<b>\$ 60,000</b>	<b>\$ -</b>
16	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.		
17			
18	<b>EXPENDITURES</b>		
19			
20	<i><b>Contingency</b></i>		
21	Capital Reserves	\$ 60,000	\$ -

**Adopted Budget**  
**Westridge Community Development District**  
Reserve Fund  
Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
22			
23	TOTAL EXPENDITURES	\$ 60,000	\$ -

# Westridge Community Development District

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## Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2005	Budget for 2025/2026
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$252,672.00	\$252,672.00
<b>TOTAL REVENUES</b>	<b>\$252,672.00</b>	<b>\$252,672.00</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Debt Service Obligation	\$252,672.00	\$252,672.00
<b>Administrative Subtotal</b>	<b>\$252,672.00</b>	<b>\$252,672.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$252,672.00</b>	<b>\$252,672.00</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Polk Co. Collection Costs (2%) and Early Payment Discounts (4%)

6.0%

### GROSS ASSESSMENTS

**\$268,800.00**

#### Notes:

Tax Roll Collection Costs and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Budgeted debt service is low due to foreclosure.

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$609,662.00	2024/2025 O&M Budget:	\$568,398.00
Polk County Collection Costs:	2%	\$12,971.53	2025/2026 O&M Budget:	\$609,662.00
Early Payment Discounts:	4%	\$25,943.06		
2025/2026 Total:		<b>\$648,576.60</b>	Total Difference:	<b>\$41,264.00</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Townhome (Tierra Del Sol Land Trust)	Series 2005 Debt Service	\$2,800.00	\$2,800.00	\$0.00	0.00%
	Operations/Maintenance	\$566.93	\$608.09	\$41.16	7.26%
	<b>Total</b>	<b>\$3,366.93</b>	<b>\$3,408.09</b>	<b>\$41.16</b>	<b>1.22%</b>
Apartments (BC West)	Series 2005 Debt Service <sup>(1)</sup>	\$0.00	\$0.00	\$0.00	0.00%
	Operations/Maintenance	\$515.91	\$553.36	\$37.45	7.26%
	<b>Total</b>	<b>\$515.91</b>	<b>\$553.36</b>	<b>\$37.45</b>	<b>7.26%</b>
Single Family 40' (TDS West)	Series 2005 Debt Service <sup>(1)</sup>	\$0.00	\$0.00	\$0.00	0.00%
	Operations/Maintenance	\$861.74	\$924.30	\$62.56	7.26%
	<b>Total</b>	<b>\$861.74</b>	<b>\$924.30</b>	<b>\$62.56</b>	<b>7.26%</b>
Single Family 50' (TDS East)	Series 2005 Debt Service <sup>(1)</sup>	\$0.00	\$0.00	\$0.00	0.00%
	Operations/Maintenance	\$1,077.17	\$1,155.37	\$78.20	7.26%
	<b>Total</b>	<b>\$1,077.17</b>	<b>\$1,155.37</b>	<b>\$78.20</b>	<b>7.26%</b>

<sup>(1)</sup> No Debt Service due to foreclosure.

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

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TOTAL O&M BUDGET		\$609,662.00
COLLECTION COSTS @	2%	\$12,971.53
EARLY PAYMENT DISCOUNT @	4%	\$25,943.06
TOTAL O&M ASSESSMENT		<u>\$648,576.60</u>

UNITS ASSESSED		
LOT SIZE	O&M UNITS	SERIES 2005 DEBT SERVICE <sup>(1)</sup>
TOWNHOME (TDS LAND TRUST)	96	96
APARTMENTS (BC WEST)	236	0
SINGLE FAMILY 40' (TDS WEST)	196	0
SINGLE FAMILY 50' (TDS EAST)	241	0
	<u>769</u>	<u>96</u>

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	96.00	9.00%	\$58,376.64
0.91	214.76	20.14%	\$130,593.40
1.52	297.92	27.93%	\$181,162.16
1.90	457.90	42.93%	\$278,444.40
	<u>1066.58</u>	<u>100.00%</u>	<u>\$648,576.60</u>

PER LOT ANNUAL ASSESSMENT		
O&M	SERIES 2005 DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
\$608.09	\$2,800.00	\$3,408.09
\$553.36	\$0.00	\$553.36
\$924.30	\$0.00	\$924.30
\$1,155.37	\$0.00	\$1,155.37

Less Polk County Collection Costs (2%) and Early Payment Discount (4%)

**(\$38,914.60)**

Net Revenue to be Collected:

\$609,662.00

<sup>(1)</sup> Reflects the number of total lots with Series 2005 debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2005 bond issue. Annual assessment includes principal, interest, Polk County collection costs and early payment discount costs.

<sup>(3)</sup> Annual assessment that will appear on November 2025 Polk County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

**TAB 5**

## RESOLUTION 2025-09

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT'S STREET PARKING ENFORCEMENT POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Westridge Community Development District ("District") is the owner of various street and roadways (the "Roadways") within the boundaries of the District;

**WHEREAS**, Board of Supervisors of the District ("Board") has the right to adopt reasonable rules and regulations regarding the use of the Roadways;

**WHEREAS**, the Board previously adopted street parking enforcement policies and procedures (the "Policies"); and

**WHEREAS**, the Board desires to review and amend the Policies; and

**WHEREAS**, the Board duly noticed and conducted a public hearing and, having taken and considered public comment, determined to adopt the Policy amendments.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT:**

1. The District's Policies are hereby amended as shown in the attached Exhibit "A" to this Resolution [NOTE: Deletions to text are indicated by ~~red-strikethrough~~].
2. The District's Manager and Attorney are authorized to take actions as reasonably necessary to effectuate the purposes of this Resolution.
3. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 25<sup>th</sup> day of September, 2025.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## **EXHIBIT “A”**

## CHAPTER II:

### STREET PARKING ENFORCEMENT POLICIES AND PROCEDURES

#### **1.1 General.**

(1) The Westridge Community Development District (the “District”) has adopted a policy restricting parking of Vehicles on all roads owned by the District within the Community. For purposes of these policies and procedures, the definition of a vehicle (“Vehicle”) means an automobile, a pick-up truck, or a motorcycle, and expressly excludes boats, commercial vehicles, any truck larger than a pick-up, recreational vehicles (sometimes referred to as “RVs” or motorhomes), lawn maintenance trailers, rental trailers, and all trailers attached to a Vehicle. No vehicle, boat, commercial vehicle, truck larger than a pick-up, recreational vehicle, lawn maintenance trailer, rental trailer, or any trailers attached to a Vehicle shall be parked on any District road within the Community without prior written approval of the District. Any boat, commercial vehicle, except for commercial service vehicles while they are providing actual services to a property within the District, truck, recreational vehicle, lawn maintenance trailer, rental trailer, or any trailers attached to a Vehicle shall be parked on a District road without such prior approval shall be removed at the owner’s expense without notice and without prior warning.

(2) For purposes of this Resolution, the road shall include all areas, including lawn areas and sidewalks, within the right-of-way owned by the Westridge Community Development District. Nothing in this designation shall be deemed to affect the obligation of owners of improved lots to maintain lawn and landscape improvements within the right of way area as required under any applicable Declaration of Covenants, Conditions and Restrictions.

(3) The District may elect to designate certain areas within its roads or boundaries to provide for guest parking. Such areas shall be marked and designated. Nothing herein shall be construed to require District to designate such spaces. To the extent that the District makes a designation of guest parking areas as described herein, the District may work with one or more of the homeowners’ associations within the District to establish a mechanism for the association to monitor and assign rights to use the guest parking spaces. The association(s) shall develop a system of designation and assignment of the rights to use the guest parking areas, which shall

include a system of “tagging” the permitted vehicles so that the District’s tow contractor can be advised which vehicles are permitted to occupy the guest spaces.

(4) The adoption by the District of Resolution 2023-08 and subsequent resolutions amending or modifying 2023-08 allows the District to place warning stickers on Vehicles deemed illegally parked and to have those Vehicles towed at the owner’s expense from the streets within the District.

(5) The District may enter into interlocal agreements with one or more of the Homeowners’ Associations formed under Fla. Stat. Chapter 720 (an “HOA”) which have jurisdiction over lands within the District to assist in enforcement of the parking restrictions adopted in Resolution 2023-08. The assistance is to include: placing a warning sticker on the offending Vehicle and logging all Vehicle information, to include make, model, color, location and tag number by an individual or individuals designated by an HOA or by the District (“Enforcement Agent”). The District may under such agreement or by Board action designate such individuals and empower them to have a Vehicle towed at the owner’s expenses that are in violation of the District’s parking restrictions.

(6) Enforcement Agents will be required to keep a record, which documents all illegally parked Vehicles and will document all violations with a digital photograph.

## **1.2 Street Parking Regulations.**

(1) Vehicles are not allowed to be parked in and/or on any street or road within the District. The following restrictions apply:

(a) Under no circumstance shall Vehicles which belong to or are driven by an owner or resident of a house be permitted to park on the street at any time ~~for more than 30 consecutive minutes~~.

(b) No person shall be permitted to circumvent these regulations by moving a Vehicle in and out of a driveway to try to toll the passing of these time limitations.

(d) Any Vehicle that is permitted by these policies and procedures to be temporarily parked on a street within the District must not be parked in such a way as to hinder the ability to pass on the street, hinder access to any driveway, or to create a safety hazard.

(e) For purposes of this Rule, the “street” or “road” shall be defined to include all property owned by the District within the platted right of way of the street, which generally includes the asphalt pavement area and the adjacent property to the back edge of the sidewalk. All of such area is restricted from parking except as otherwise provided in this Rule and in the following sentence. Vehicles may be parked within the concrete area constituting the driveway apron (the “Apron”) under the following conditions: (1) the owner of the house served by the driveway must consent; (2) only a standard-sized passenger car or medium sized SUV may park on the Apron; (3) the vehicle so parked cannot block the sidewalk or extend more than three inches into the sidewalk (including mirrors); (4) the vehicle so parked cannot extend more than a single tire width into the asphalt paved street area; and (5) no portion of the vehicle may extend beyond the concrete driveway area into the grass between the sidewalk and pavement. Any vehicle parked within the grass area between the asphalt paved area and sidewalk or on the Apron but noncompliant with this Rule is subject to being towed. For purposes of this paragraph, a “standard-sized passenger car or medium sized SUV” shall be limited to those vehicles which are no greater than six feet (6’0”) in width. The attached “Apron Parking Diagram” is intended to depict the operation of the Rule regarding parking on Aprons.

### 1.3 Exceptions

(1) Vehicles are not allowed to be parked in and/or on any street or road within the District and are generally prohibited except for the following:

(a) ~~Momentary parking not exceeding 30 minutes.~~

(ab) Parking of commercial service vehicles during times the associated company is actually providing services to a residence.

(eb) Parking of governmental, utility vehicles or emergency vehicles while in the course of their official business.

(2) Any person violating these policies and procedures, when such violation results in a Vehicle being towed, shall be charged an administrative fee of \$150 per towing incident to reimburse the District for its staff and third-party expenses incurred in connection with the violation. This administrative fee shall initially be due from the owner of the towed vehicle, but if not paid by such person shall be paid by the owner of any lot who the Board of Supervisors finds to be responsible for the violation.

## **1.4 Enforcement.**

(1) Parking restrictions shall be enforced in the following manner:

(a) Enforcement Agents or representatives of a Towing Contractor engaged by the District will patrol all the communities within the District. During such patrol, the Enforcement Agent or Towing Contractor will identify Vehicles in violation of these policies and procedures.

(b) The Enforcement Agent or Towing Contractor will then log all illegally parked Vehicles by tag number, make, model, color, and address of the Vehicle.

(c) After a Vehicle has been logged, the Enforcement Agent or Towing Contractor will issue a warning/citation informing the owner of the Vehicle that he/she is in violation of the District's parking policies and procedures. Placement of a citation notice on the vehicle shall constitute adequate notice. The notice described in this section is a courtesy only and is not a condition of any enforcement action hereunder.

(d) The owner must then remedy the violation by removing his/her Vehicle from the District's road.

(e) In accordance with the District's parking policies and procedures, the Enforcement Agent or Towing Contractor will only issue one warning/citation before having an offending Vehicle towed.

(f) Once the Enforcement Agent or Towing Contractor has logged the appropriate Vehicle information and issued all the proper warnings/citations and the Enforcement Agent then will call the Towing Contractor for the District.

(g) The Enforcement Agent or other person authorized by the District will then meet the towing company at the address where the Vehicle is illegally parked to ensure that the appropriate Vehicle is being towed.

(h) The Enforcement Agent or Towing Contractor will then provide details of the incident to the District office.

(2) Additional Means of Enforcement for Repeat Offenders.

“Repeat Offender” shall mean: :

(a) the owner of a Vehicle that has been towed for violation of these policies and procedures within the previous 12-month period; or

(b) has received two (2) or more warning notices as to any Vehicle(s) he/she owns within the previous 12-month period, whether or not an offending Vehicle was towed.

(3) The District, or its designee, shall maintain a list of Repeat Offenders based upon information collected in the violation logs kept by the Enforcement Agent or Towing Contractor. The District, or its designee, shall provide the list of Repeat Offenders to a towing contractor (the “Tow Company”) and authorize the Tow Company to make routine patrols within the District.

(4) A Repeat Offender forfeits his/her right to receive any further warning and/or notice of a violation prior to having his/her offending Vehicle towed. The Repeat Offender is subject to having his/her Vehicle towed at any time it is parked in or on a street within the District.

(5) Once a Repeat Offender has been identified, he/she will be considered a Repeat Offender for a period of 12 months from the date that the District Manager identifies him/her as a Repeat Offender. In the event that an additional violation occurs during that 12-month period, the calculation of the 12-month Repeat Offender status shall begin again on the date of such additional violation. If no additional violations occur during the immediate 12-month period following the Repeat Offender being identified as a Repeat Offender by the District Manager, then the former Repeat Offender shall be entitled to receive the same warning and/or notice as owners who are not Repeat Offenders.

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### **1.5 Effective Date**

This Chapter was adopted and went into effect on September 28, 2023. The District’s Board of Supervisors may by action taken at a meeting provide for a grace period prior to full enforcement by towing.