

# Westridge Community Development District

Board of Supervisors Meeting October 23, 2025

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

www.westridgecdd.org

## WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

www.westridgecdd.org

**Board of Supervisors** 

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

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

District Counsel Scott Clark Clark Clark & Albaugh

**District Engineer** Mark E. Wilson Kimley-Horn

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

<u>District Office · Orlando, Florida · (904) 436-6270</u> <u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.westridgecdd.org</u>

Board of Supervisors Westridge Community Development District October 16, 2025

#### FINAL AGENDA

#### Dear Board Members:

The meeting of the Board of Supervisors of the Westridge Community Development District will be held on October 23, 2025, at 2:00 p.m. at Waterstone Clubhouse located at 2751 Bella Vista Drive, Davenport FL 33897.

1. 2.	CALL TO ORDER/ROLL CALL AUDIENCE COMMENTS ON AGENDA ITEMS
3.	COMMUNITY UPDATES
	A. Sunscape Updates
	B. Floralawn Landscape Quality Inspection Report
	C. Bolton's Towing Service
4.	BUSINESS ADMINISTRATION
	A. Presentation of Vacant Board Seat Applicants
	Consideration of Resolution 2026-01,      Design of the resolution 2026-01,
	Designating Officers
	B. Consideration of the Minutes of the Board of Supervisors
	Meeting held on September 25, 2025,
	C. Ratification of Operation and Maintenance Expenditures for
E	September 2025Tab 3
5.	BUSINESS ITEMS
	A. Ratification of District Items
	Egis Insurance Policy     Election Insurance Alliance 2025 26 Worker's Companyation
	Florida Insurance Alliance 2025-26 Worker's Compensation  Paneural Policy  Paneural Po
	Renewal Policy  B. Consideration for Street Sweening Services (Under Separate Cover)
	<ul><li>B. Consideration for Street Sweeping Services (Under Separate Cover)</li><li>C. Consideration of Agreement for Security Services</li></ul>
	D. Consideration of Bella Vista Dr Fencing Proposal Tab 6
	Consideration of Bella Vista Di Fericing Proposal
6.	STAFF REPORTS
0.	A. District Counsel
	B. District Engineer
	Crosswalk Project UpdateTab 7
	C. District Manager
	Annual Goals ReviewTab 8
	Additional Speed Humps Update
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

## Application for Appointment to <u>Seat No.</u> 1 of the Board of Supervisors for the Westridge Community Development District

APPLICANT NAME: Engleburt Perez EMAIL ADDRESS: engelp10@hotmail.com
ADDRESS: 3550 Monaco Ln, Davenport FL, 33897
TELEPHONE NO.: 531-375-1561
HOW LONG HAVE LIVED IN THE Westridge CDD? 3 years
PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.
(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT: I want to contribute my time and energy to enhance the spaces we all share, making sure they're well-maintained,
safe, and reflective of what matters to us as residents.
(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:  Being part of the CDD will allow me to represent our community's voice, focusing on both current issues and plann
for the future.
(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? Yes
(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS:
(5) ARE YOU A QUALIFED ELECTOR IN THIS DISTRICT? Yes
(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE POLK COUNTY PROPER APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS THE TAX COLLECTOR FOR POLK COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK OR NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL HEALTH CARD WITH ADDRESS LISTED).
PLEASE RETURN THIS FORM (WITH ANY SUPPORTING DOCUMENTATION YOU WISH) NO LATER THAT April 9 <sup>TH</sup> , 2024 TO BRIAN MENDES OF RIZZETTA & COMPANY (DISTRICT MANAGER), BY EMAIL BMENDES@RIZZETTA.COM OR BY MAIL TO RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SU 200, TAMPA, FLORIDA 33614, ATTENTION BRIAN MENDES. PLEASE CONTACT BRIAN MENDES WITH A QUESTIONS (BY EMAIL OR TELEPHONE AT 407-472-2471, EXT. 4404).
IMPORTANT NOTICE:
Board of Supervisors for Community Development Districts are required to comply with all applicable la governing public officers in Florida including, but not limited to, Florida's "Government in the Sunshin law under Section 286.011, Fla. Stat.; Florida's Code of Ethics for Public Officers under Chapter 112, F Stat.; and Florida's Public Records law under Chapter 119, Fla. Stat. Training in these areas will be provided by the District.
SIGN: Engelbert Pérez DATED: 11/25/2024
PRINT: Engleburt Perez DATE RECEIVED BY DISTRICT MANAGER:

### Application for Appointment to the Board of Supervisors for the CDD

	EMAIL ADDRESS: <u>gformby18@yahoo.com</u>			
ADDRESS: 2942 bella vista dr 33897 davenport fl TELEPHONE NO.: (407) 963-7797				
HOW LONG HAVE LIVED IN THE COMMUNITY? _A	 oril 17th 2024			
PLEASE ADD ADDITIONAL SHEETS IF NECESS	ARY AND/OR ATTACH A RESUME IF YOU DESIRE.			
(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU	J BELIEVE YOU CAN BRING TO THE DISTRICT:			
I am a very organized and customer service oriented per and being a good team player.	erson. I also have very strong beliefs in having your voice hea			
(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON	THE BOARD OF SUPERVISORS FOR THE DISTRICT:			
I wish to serve on the board to help improve and mainta				
Person at making sure things are orderly and taken car	e oi.			
(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S I	3OARD OF SUPERVISORS MEETINGS? Not yet			
(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY H	OMEOWNERS ASSOCIATION(S) AND/OR OTHER			
GOVERNING BOARDS/COUNCILS: Lam a candidate to	or VP of my HOA			
(5) ARE YOU A QUALIFED ELECTOR IN THIS DISTRIC	T? <u>Yes</u>			
(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).				
PLEASE RETURN THIS FORM (WITH ANY SUPPORTING DOCUMENTATION YOU WISH) TO BRIAN MENDES OF RIZZETTA & COMPANY (DISTRICT MANAGER), BY EMAIL TO BMENDES@RIZZETTA.COM OR BY MAIL TO RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, ATTENTION BRIAN MENDES. PLEASE CONTACT BRIAN MENDES WITH ANY QUESTIONS (BY EMAIL OR TELEPHONE AT 407-472-2471, EXT. 4404).				
IMPORT	ANT NOTICE:			
Board of Supervisors for Community Development Districts are required to comply with all applicable laws governing public officers in Florida including, but not limited to, Florida's "Government in the Sunshine"				
law under Section 286.011, Fla. Stat.; Florida's Code of Ethics for Public Officers under Chapter 112, Fla.				
Stat.; and Florida's Public Records law under Chapter 119, Fla. Stat. Training in these areas will be provided				
by the District.				
SIGN: Hawa	DATED: 10/15/2025			
PRINT: Gabrielle Gomes	DATE RECEIVED BY DISTRICT MANAGER:			

#### **RESOLUTION 2026-01**

A RESOLUTION OF WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Board of Supervisors of Westridge Community Development District desires to elect the below recited persons to the offices specified.

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

	1. The following persons are	elected to the offices shown:
	Chair	
	Vice Chair	
	Assistant Secretary	Brian Mendes
	Secretary	Scott Brizendine
	Treasurer	Scott Brizendine
	Assistant Treasurer	Shawn Wildermuth
	PASSED AND ADOPTED this 23	3 <sup>rd</sup> day of October 2025.
ATTE	ST:	WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT
Secre	tary/Assistant Secretary	Chairperson, Board of Supervisors

#### **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 Monday, September 25, 2025, at 2:04 p.m. at **Waterstone Clubhouse** located at **2751 Bella Vista Drive**, **Davenport FL 33897**.

Present and constituting a quorum:

Chris Brown
Irmaliz Osorio
Janice Stradley
Fabian Beltran

Board Supervisor, Chairperson
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes
Scott Clark
District Manager, Rizzetta & Company
District Counsel, Clark & Albaugh, LLC
District Fraginger, Kircley Herry

Richard Mills **District Engineer, Kimley-Horn** 

(Via Phone)

Brian Harbin Account Manager, Floralawn

Audience members Present

FIRST ORDER OF BUSINESS Call to Order

Mr. Mendes confirmed quorum and called the meeting to order at 2:04 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. Harbin reviewed the current landscaping operations with the Members of the Board.

The Members of the Board reviewed the current mulch proposals.

The Board continued an in-depth review of the annual mulch project. 46 47 On a motion by Ms. Stradley, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved estimate #18544 mulch proposal, in substantial form, for Westridge Community Development District. 48 On a motion by Mr. Brown, seconded by Ms. Osorio, with a vote 2-2, the Board of Supervisors did not approve, not to exceed \$1,500 for tree ring proposal, in substantial form, for Westridge Community Development District. 49 FOURTH ORDER OF BUSINESS Sunscape Updates 50 51 1. September's Inspection Report 52 53 Mr. Mendes presented the September inspection report to the Members of the Board 54 and asked if there were any questions. 55 56 Mr. Harbin reported that we currently are experiencing a drought. 57 58 The Members of the Board reviewed the Sunscape operations. 59 60 Mr. Mendes stated he will reach out to Sunscape on recommendations for drought 61 resistant plants in the median island. 62 63 FIFTH ORDER OF BUSINESS **Bolton's Towing Updates** 64 65 Mr. Mendes opened a discussion regarding Bolton's towing with the Board and 66 reviewed current updates for towing services. 67 68 Discussion ensued amongst the Board Members regarding towing operations in depth. 69 70 SIXTH ORDER OF BUSINESS **Consideration of the Minutes of the Board** 71 of Supervisors' Meeting held on August 28, 72 2025 73 74 Mr. Mendes presented the meeting minutes to the board and asked if any changes were 75 requested. No changes were requested. 76 77 Mr. Mendes stated he will send an Eblast regarding the Vacant Board seat. 78 79 Mr. Mendes stated that he will work on the process of obtaining a credit card for 80 Westridge CDD. 81 82

The Members of the Board reviewed the recommendations from Mr. Mendes.

83

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 August 28, 2025, for Westridge Community Development District.

85 86

#### SEVENTH ORDER OF BUSINESS

## Ratification of Operation & Maintenance Expenditures for July 2025

87 88 89

90

Mr. Mendes reviewed the operation and maintenance expenditures with the Board Members and asked if there were any questions.

91 92

Ms. Osorio inquired about the proposed timeline for the installation of speed humps.

93

On a motion by Ms. Stradley, seconded by Ms. Osorio, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for August 2025 (\$54,861.12), for Westridge Community Development District.

94 95

#### **EIGHTH ORDER OF BUSINESS**

#### **Ratification of District Items**

96 97

1. Dead Palm Tree Removal

98 99 Security Services Agreement
 Resolution 2025-06, Adopting FY 2025-2026 Final Budget

100101102

Mr. Mendes reviewed the security services agreement and updated the Board on delaying start date of this agreement, at the request of the vendor.

103104

Mr. Mendes stated he will add this agenda item for consideration on the Octobers Board Meeting

105106107

Mr. Mendes reviewed the district items for ratification with the Members of the Board and asked if there were any questions. There were none.

108109

On a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of Supervisors ratified the Dead Palm Tree Removal and Resolution 2025-06, Adopting FY 25-26 Final Budget (from Resolution 2025-04), for Westridge Community Development District.

110 111

#### **NINTH ORDER OF BUSINESS**

Public Hearing on Street Parking Policies and Procedures

112113114

#### 1. Resolution 2025-09, Amending Parking Policies

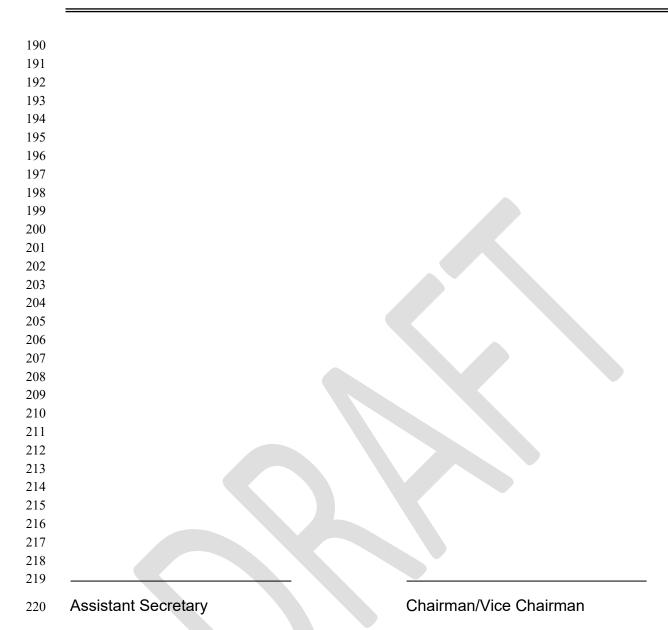
115 116

Mr. Clark reviewed and briefed the Members of the Board on the public hearing.

	motion by Mr. Brown, seconded by Ms. Osorio, with all in favor, the Board or rvisors opened the public hearing, for Westridge Community Development District
E	Elizebeth inquired about rule revisions.
	The Members of the Board requested that Mr. Mendes prepare an Eblast for resided rules.
Supe	motion by Mr. Brown, seconded by Ms. Osorio, with all in favor, the Board of rvisors adopted Resolution 2025-09, Amending Parking Policies, for Westridge munity Development District.
II	motion by Mr. Brown, seconded by Ms. Osorio, with all in favor, the Board or rvisors Closed the public hearing, for Westridge Community Development District.
N	Ir. Mendes stated that he will follow up with Bolton for new parking rules.
ΓΕΕΝΤ	H ORDER OF BUSINESS Staff Reports
	TOTAL
F	A. <u>District Counsel</u>
N	A. <u>District Counsel</u>
N E	A. <u>District Counsel</u> Mr. Clark briefed the Members of the Board on the utility easements.
On a Supe	A. <u>District Counsel</u> Mr. Clark briefed the Members of the Board on the utility easements.  B. <u>District Engineer</u>
On a Supe Comr	A. District Counsel  Mr. Clark briefed the Members of the Board on the utility easements.  B. District Engineer  Mr. Mills reviewed costs for new speed hump installation.  motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of rvisors approved not to exceed \$2,500 for additional speed humps, for Westridge munity Development District.
On a Supe Comr	A. <u>District Counsel</u> Mr. Clark briefed the Members of the Board on the utility easements.  B. <u>District Engineer</u> Mr. Mills reviewed costs for new speed hump installation.  motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of rvisors approved not to exceed \$2,500 for additional speed humps, for Westridge
On a Supe Comi	A. District Counsel  Mr. Clark briefed the Members of the Board on the utility easements.  B. District Engineer  Mr. Mills reviewed costs for new speed hump installation.  motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of rvisors approved not to exceed \$2,500 for additional speed humps, for Westridge munity Development District.
On a Supe Comr	A. <u>District Counsel</u> Ar. Clark briefed the Members of the Board on the utility easements.  B. <u>District Engineer</u> Ar. Mills reviewed costs for new speed hump installation.  motion by Ms. Osorio, seconded by Mr. Brown, with all in favor, the Board of rvisors approved not to exceed \$2,500 for additional speed humps, for Westridge munity Development District.  Ar. Clark commented on easement findings.

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT September 25, 2025, Minutes of Meeting Page 5

	C. <u>District Manager</u>
	The Members of the Board discussed future landscape enhancements.
	Mr. Mendes stated he will work on getting a street sweeper scheduled for the property.
	Mr. Mendes reviewed the bond allocations with the Members of the Board and asked if there were any questions. There were none.
ELE'	VENTH ORDER OF BUSINESS Supervisor Requests
<u>SUP</u>	ERVISOR REQUESTS
	Ms. Stradley stated she will coordinate with District staff to provide updates on bonds.
Wate	Mr. Mendes and Mr. Mills stated they will assess the condition of the fence behind erstone to determine needs and consider either removal or replacement.
	Discussion took place between the Board and District Staff regarding the bond history.
AUD	DIENCE COMMENTS
TWE	ELFTH ORDER OF BUSINESS Adjournment
Su	n a motion by Mr. Brown, seconded by Ms. Stradley, with all in favor, the Board of upervisors adjourned the meeting at 3:31 p.m., for Westridge Community Development strict.
	[SINGATURES ON FOLLOWING PAGE]



## WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ORLANDO, FL 32819

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

WWW.WESTRIDGECDD.ORG

## Operation and Maintenance Expenditures September 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: \$42,936.57

Approval of Expenditures:			
	Chairperson		
	Vice Chairperson		
	Assistant Secretary		

## **Westridge Community Development District**

### Paid Operation & Maintenance Expenses

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Christopher Brown	300085	CB082825	Board of Supervisors Meeting 08/28/25	\$	200.00
Clark & Albaugh, PLLC	300093	19262	Legal Service 08/25	\$	4,045.50
Duke Energy	20250904-1	9100 8743 4190 07/25 ACH	Electric Services 07/25	\$	2,655.32
Duke Energy	20250908-1	9101 4198 6868 07/25 ACH	Electric Services 07/25	\$	2,680.21
Fabian Beltran	300086	FB082825	Board of Supervisors Meeting 08/28/25	\$	200.00
Floralawn, Inc.	300087	34427	Landscape Maintenance 09/25	\$	5,990.15
Floralawn, Inc.	300094	34672	Irrigation Repair 09/25	\$	70.29
Gannett Florida LocaliQ	300095	0007300351	Legal Advertising 08/25	\$	583.59
Irmaliz Osorio	300088	IO082825	Board of Supervisors Meeting 08/28/25	\$	200.00
James C. Hall Company	300096	4074	Speed Bumps and Paint 07/25	\$	11,256.00
Janice A Stradley	300089	JS082825	Board of Supervisors Meeting 08/28/25	\$	200.00
Joseph P. Greaves	300098	090325-1	Bags of Concrete for the post for the	\$	155.00
Polk County BOCC	20250911-1	6474604 07/25 ACH	signage 09/25 1 Reuse Paradiso Drive 07/25	\$	572.92
Rizzetta & Company, Inc.	300090	INV0000102298	District Management Fees 09/25	\$	4,077.59

## **Westridge Community Development District**

### Paid Operation & Maintenance Expenses

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
SunScape Landscape Management Services, Inc.	300091	13756	Landscape Management Services 06/25	\$	850.00
SunScape Landscape Management Services, Inc.	300091	13854	Landscape Management Services 07/25	\$	850.00
SunScape Landscape Management Services, Inc.	300097	14077	Landscape Management Services 09/25	\$	850.00
Waterstone Property Homeowner Association, Inc	300092	40725	Irrigation Repairs 04/25	\$	7,500.00
Report Total				\$	42,936.57





### Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

## Westridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

#### **About FIA**

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

#### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

#### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

#### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Westridge Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2025 to October 1, 2026

**Quote Number:** 100125232

#### **PROPERTY COVERAGE**

#### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

COVERED PROPERTY		
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$43,563	
Loss of Business Income	\$1,000,000	
Additional Expense		
Inland Marine		
Scheduled Inland Marine Not Include		

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine Actual Cash Value		None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and
		Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle
		values, for "Named Storm" at each affected location
		throughout Florida subject to a minimum of \$10,000 per
		occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages				
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>		
Earth Movement	\$2,500	Included		
Flood	\$2,500 *	Included		
Boiler & Machinery	\$2,500	Included		
TRIA		Included		

<sup>\*</sup>Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

#### **TOTAL PROPERTY PREMIUM**

\$697

#### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
Х	А	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
Х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
Х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
Х	1	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	М	Air Conditioning Systems	Included
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
Х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
Х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
Х	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
Х	BB	Awnings, Gutters and Downspouts	Included
Х	СС	Civil or Military Authority	45 Consecutive days and one mile

#### **CRIME COVERAGE**

<u>Description</u> Forgery and Alteration	<u>Limit</u> Not Included	<u>Deductible</u> Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

#### **Deadly Weapon Protection Coverage**

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

#### **AUTOMOBILE COVERAGE**

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

#### **GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

#### PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

#### Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate

Fraudulent Instruction: \$25,000



#### **PREMIUM SUMMARY**

Westridge Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2025 to October 1, 2026

**Quote Number:** 100125232

#### **PREMIUM BREAKDOWN**

Property (Including Scheduled Inland Marine) \$697

Crime Not Included

Automobile Liability Not Included

Hired Non-Owned Auto Included

Auto Physical Damage Not Included

General Liability \$3,152

Public Officials and Employment Practices Liability \$3,447

Deadly Weapon Protection Coverage Included

TOTAL PREMIUM DUE \$7,296

#### **IMPORTANT NOTE**

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

#### **Additional Notes:**

Optional Additional Coverage: \$100,000 in Crime Coverage would result in an additional premium of \$500.



## PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;

Westridge Community Development District

- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

By: Brian Mendes
Signature

Witness By: Giovanni Massimino
Signature

Giovanni Massimino
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By:
Administrator



#### PROPERTY VALUATION AUTHORIZATION

Westridge Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

#### **QUOTATIONS TERMS & CONDITIONS**

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<ul><li>☑ Building and Content TIV</li><li>☐ Inland Marine</li><li>☐ Auto Physical Damage</li></ul>		Not Ir	\$43,563 As per schedule attached Not Included Not Included		
Signature: $Ba$	rian Mendes	Date:	9/30/20	025	
Name: Bria	n Mendes				
Title: District	Manager/Assistant Secertary				



#### **Property Schedule**

#### Westridge Community Development District

**Policy No.:** 100125232

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit#	Desc	ription	Year	Built	Eff. Date	Building	Value	Tatalia	
	Ade	dress	Cons	t Type	Term Date	Contents	s Value	Totalins	ured Value
	Roof Shape	Roof Pitch			Roof Co	overing	Coverin	g Replaced	Roof Yr Blt
	Monument 1 (Tuscan Meadows)		20	19	10/01/2025	\$15,3	375		
1	Tierra del Sol Blvd/ Bella Vista Dr Davenport FL 33897			y in the en	10/01/2026				\$15,375
Unit #	Desc	ription	Year	Built	Eff. Date	Building	Value		
	Ado	dress	Cons	t Type	Term Date	Contents	s Value	Total Ins	sured Value
	Roof Shape	Roof Pitch			Roof Co	overing	Coverin	g Replaced	Roof Yr Blt
	Monument 2 (Tuscan Meadows)		20	19	10/01/2025	\$15,3	375	Ĭ	
2	Tierra del Sol Blvd/ Vellacito Way Davenport FL 33897			y in the	10/01/2026				\$15,375
								•	
Unit#	Desc	ription	Year	Built	Eff. Date	Building	Value		
	Add	dress	Cons	t Type	Term Date	Contents	s Value	Total Insured Value	
	Roof Shape	Roof Pitch			Roof Co	overing	Coverin	g Replaced	Roof Yr Blt
	Street Signs (50 X250 per item)		20	19	10/01/2025	\$12,8	313		
3	Throughout community Davenport FL 33897			y in the	10/01/2026				\$12,813
			Total:	Building \$43,563	Value	Contents Valu \$0	е	Insured Va \$43,563	alue

Sign: Brian Mendes Print Name: Brian Mendes Date: 9/30/2025



Call 1-888-259-3010 to present inquiries or obtain information about coverage and to provide assistance in resolving complaints.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Policy No.:WC100125232NCCI Carrier Code No.: 48063Previous Policy No.:WC100124232

#### 1. Named Insured and Address

Westridge Community Development District 43824 Highway 27

Davenport, FL 33837

Other workplaces not shown above: See attached Other Workplaces Schedule WC 99 00 01

#### **Entity of Insured:**

- 2. The Policy Period is from October 1, 2025 to October 1, 2026 12:01 am Standard Time at the Insured's mailing address
- 3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: FL
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The Limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:

See Schedule of Forms and Endorsements WC 99 00 03

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All required information shown on the schedule is subject to verification and change by audit.

Classifications	Code	Premium Basis Total	Rate Per \$100 of	Estimated Annual
	No.	<b>Estimated Annual</b>	Remuneration	Premium
		Remuneration		

See Schedule of Operations WC 99 00 04 for detail by state

WC 00 00 01 A (03 18)

Minimum Premium: \$248.00 Expense Constant \$160.00

Total Estimated Annual Premium \$352.63 Total Amount Due \$850.00

**Agency Name and Address:** 

**Egis Insurance & Risk Advisors** 

250 International Parkway, Suite 260, Lake Mary, FL, 32746

IN WITNESS WHEREOF, Florida Insurance Alliance has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Countersigned by

**Trust Administrator** 



## Workers Compensation and Employers Liability 24/7 CLAIM REPORTING

Dear Valued Member:

Thank you for choosing Florida Insurance Alliance as your workers' compensation carrier. In our continuing effort to provide FIA members and their employees with best-in-class claim service, you may now report and get claim assistance 24 hours a day / 7 days a week.

#### To report losses, claims, or potential claims:

Please call toll free 1-855-332-3656

or

Visit our Workers Compensation claims portal

www.CareMC.com

For emergency Workers Compensation claims requiring immediate assistance, please use the toll-free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

To request access to CareMC, please send an email to <a href="Claims@EgisAdvisors.com">Claims@EgisAdvisors.com</a> and supply the following in the body of the email:

- Your Name
- Policy Number
- Address
- Phone Number
- E-mail Address

For all other inquiries or if you have any claims related questions, please contact our claims department at 888-259-3010.

Again, please accept my sincere thanks for choosing Florida Insurance Alliance. We look forward to being your insurance carrier of choice and to exceeding your expectations.

Sincerely,

Andres Jimenez EVP, Risk and Trust Operations Egis Insurance and Risk Advisors



#### **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

#### OTHER WORKPLACES SCHEDULE - EXTENSION OF INFORMATION PAGE - ITEM 1

**Policy No**.: WC100125232

**LOC INSURED NAME & LOCATION** 



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### NAMED INSURED EXTENSION – EXTENSION OF INFORMATION PAGE - ITEM 2

Policy No.: WC100125232 Issued By: FLORIDA INSURANCE ALLIANCE

Policy Period: October 1, 2025 to October 1, 2026

#### **NAMED INSURED AND ADDRESS**

Westridge Community Development District 43824 Highway 27 Davenport, FL 33837



Florida Insurance Alliance, Local Government Insurance Trust 250 International Parkway, Suite 260 Lake Mary, Florida 32746

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## SCHEDULE OF FORMS AND ENDORSEMENTS EXTENSION OF INFORMATION PAGE - ITEM 3.D

**Policy No.**: WC100125232

The following Information Pages, Forms, and Endorsements are applicable to:

## **Workers Compensation**

<u>Number</u>	<b>Edition</b>	<u>Description</u>
WC 00 00 01 A	03 18	Information Page
WC 99 00 01	03 18	Other Workplaces Schedule
WC 99 00 02	03 18	Named Insured Extension
WC 99 00 03	03 18	Schedule of Forms and Endorsements
WC 99 00 04	03 18	Schedule of Operations
WC 00 00 00 C	01 15	Workers Compensation and Employers Liability Insurance Policy
WC 00 04 04	04 84	Pending Rate Change Endorsement
WC 00 04 06 A	07 95	Premium Discount Endorsement
WC 00 04 14	07 90	Notification of Change in Ownership Endorsement
WC 00 04 19	01 01	Premium Due Date Endorsement
WC 09 03 03	08 05	Florida Employers Liability Coverage Endorsement
WC 09 04 03 B	01 15	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	07 13	Florida Non-Cooperation with Premium Audit Endorsement
WC 09 06 06	10 98	Florida Employment and Wage Information Release Endorsement



Florida Insurance Alliance, Local Government Insurance Trust 250 International Parkway, Suite 260 Lake Mary, Florida 32746

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### SCHEDULE OF OPERATIONS - EXTENSION OF INFORMATION PAGE - ITEM 4

#### **FLORIDA**

**Policy No.:** WC100125232

Class Code No.	Class Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
9015	Building or Property Management - All Other Employees	\$2,700	2.68	\$72.36



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy we agree with you as follows:

#### **General Section**

## A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

## C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

#### D. State

State means any state of the United States of America, and the District of Columbia.

## E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE WORKERS COMPENSATION INSURANCE

#### A. How this Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
- 2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

#### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by the insurance.

#### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. Reasonable expenses incurred at our request but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur

#### E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

## F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

- 1. Of your serious and willful misconduct;
- 2. You knowingly employ an employee in violation of law;
- 3. You fail to comply with a health or safety law or regulation; or
- 4. You discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly

## G. Recovery from Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### **H. Statutory Provisions**

These statements apply where they are required by law.

- 1. As between an injured worker and us, we have notice of the injury when you have notice
- 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

- 4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
- 5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. Benefits payable by this insurance;
  - b. Special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. How this Insurance Applies

This Employers Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by the Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- 1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- 2. For care and loss of services; and
- 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of the bodily injury that arises out of and in the course of the injured employee's employment by you; and
- 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901- 944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. Reasonable expenses incurred at our request but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

## **G.** Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

- 1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
- 2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
- 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery from Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

## I. Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- The amount you owe has been determined with our consent or by actual trial and final judgement

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE OTHER STATES INSURANCE

## A. How this Insurance Applies

- 1. This Other States Insurance applies only if one or more states are shown in Item 3.C. of the information Page.
- 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the information Page.
- 3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
- 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.
- 6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE PREMIUM

## A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

## **B.** Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

- 1. All your officers and employees engaged in work covered by this policy; and
- 2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

#### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

#### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium
- 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

## G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## PART SIX CONDITIONS

## A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

## B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

## C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

## D. Cancellation

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancellation notice.
- 4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by the statement to comply with the law.

#### E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the company named on the policy Information Page. In witness thereof, the company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the company.

**Authorized Representative** 



#### PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

**FLORIDA** 



#### PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

		Schedule		
1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

- 2. Average Percentage discount: Refer to the Extension of Information Page
- 3. Other Policies:
- 4. If there are no entries in Items 1, 2, and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy:



#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.



#### PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision

## PART FIVE PREMIUM

## D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.



#### FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

- C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following: This insurance does not cover
  - 5. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.



#### FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019

#### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

- "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
- 2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion
- 3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
- 4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

## **Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

#### **Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

#### Schedule

Rate per \$100 of Remuneration \$0.010000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by	



#### FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit request or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium of this policy subject to the following conditions:

- 1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
- 2. We document the audit file regarding the above attempts to obtain the required audit information.
- 3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E.



#### FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

#### 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. <u>Term.</u> 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:

<u>Scope of Services</u>: 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.

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

<u>Additional services</u>: 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. <u>Independent Contractor</u>. 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. <u>Fees.</u> 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. <u>Termination</u>. 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. <u>Standard of Performance</u>. 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. <u>Insurance and Bond Requirements</u>. 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. <u>Indemnification</u>. 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. <u>Severability</u>. 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. <u>Waiver.</u> 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. <u>Notice</u>. 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. <u>Attorney Fees</u>. 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** 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. <u>Surviva</u>l. 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. <u>Public Records</u>. 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. <u>Anti-Human Trafficking Affidavit Requirement</u>. 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 <u>Exhibit</u> "B".

[Signatures on next page]

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

By:	
Print Name:	
Title:	
WESTRIDO	GE COMMUNITY
	GE COMMUNITY MENT DISTRICT

RESIDENTIAL PROTECTION

## 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 workings 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 <u>Damage to Facilities</u>

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 <u>ANTI-HUMAN TRAFFICKING AFFIDAVIT</u> (Section 787.06(13), Florida Statutes (2024))

STATE OF FLORIDA COUNTY	
,	eary Public in and for the County and State aforesaid Affiant") who, being first duly sworn, on oath, says:
Services LLC, an Florida Limited I	d representative of <b>Residential Protection</b> Liability Company ("Company"), and Affiant coercion for labor or services as defined in (4).
UNDER PENALTY OF PERJURY, facts are true and correct.	I hereby declare and affirm that the above stated
<b>DATED</b> as of	, 2025.
	[Name]
	[Title]
	Affiant
SWORN TO AND SUBSCRIBED be	efore me by means of $\Box$ physical presence or $\Box$ online
notarization, this day of	, 2025, by, who is as identification.
personally known to me or produced	as identification.
	Notary Public
	(Seal)



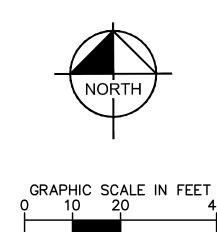
Perimeter Solutions Group PO Box 714 Lake Helen, FL 32744

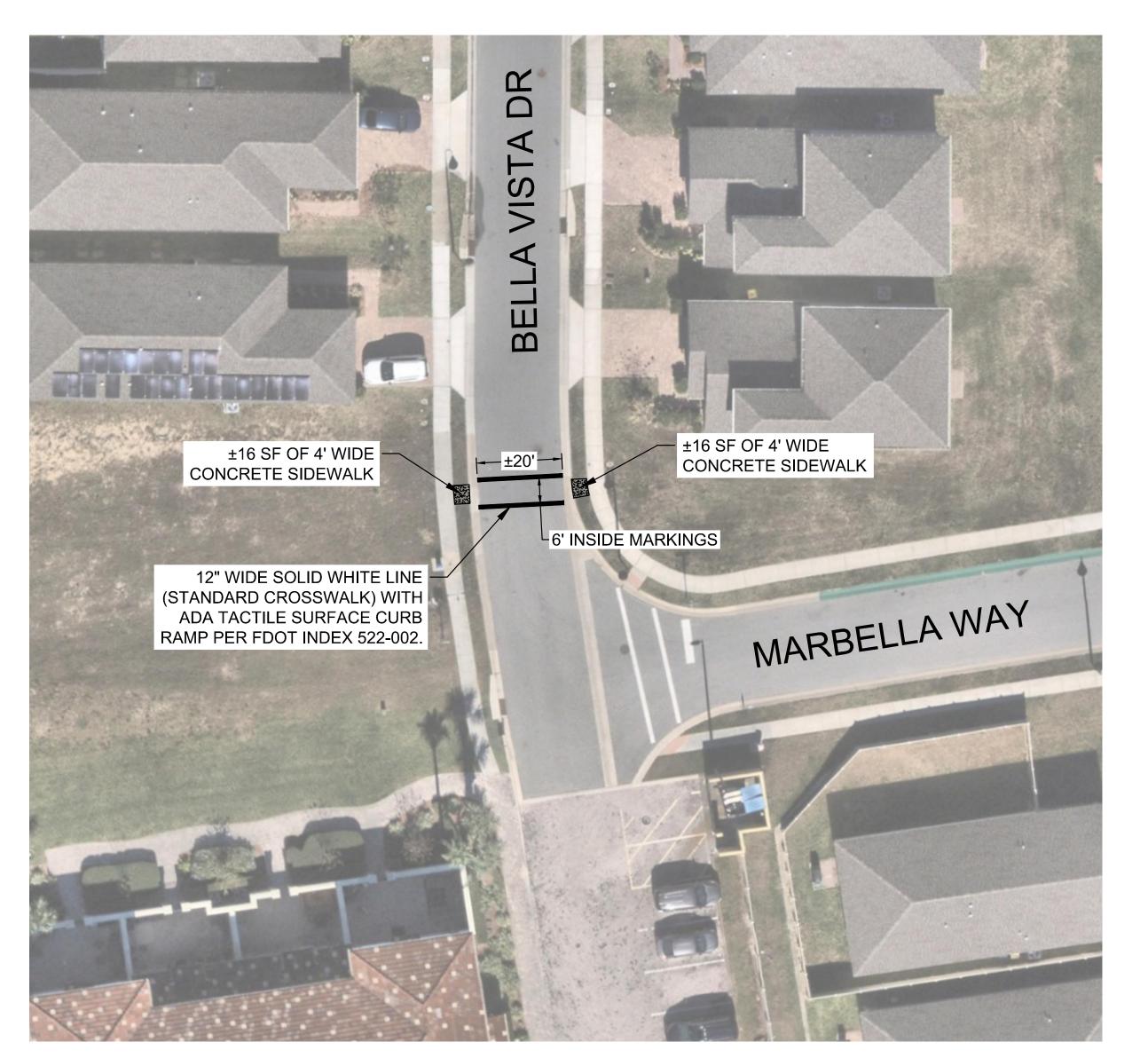
**Proposal** 

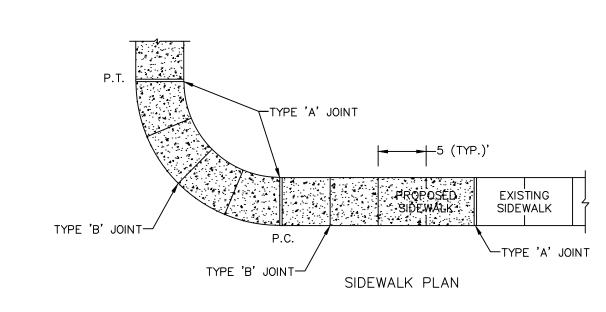
Please remit payment to our lockbox address: Dept 6941 PO Box 413026, Naples, FL 34101

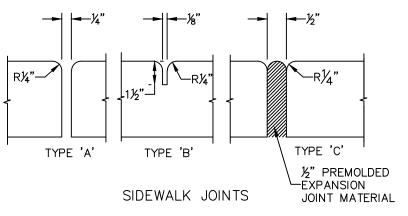
ID **OPP25-03042** Date: 10/15/2025

WATERST	ONE HOA ALUMINUM FENC	E					
Client	RIZZETTA & COMPANY INC		Estimator	John Paul L	ink		
Jobsite Address	2751 Bella Vista Drive Davenport, FL 33897-3603						
Proposal							
# Item				Unit	Price / Rate	Qty / Hrs	Total
I	OF 4' TALL COMMERCIAL GRADE A I 300' OF REMOVAL AND HAULAWA	,		Each	11,287.51	1	11,287.51
2 PERM	MITTING NOT INCLUDED				0.00	1	0.00
Signaturea					Summan		11,287.51
Signatures					Summary	Cubtatal	11 007 51
						Subtotal Tax	11,287.51
Signature		Print Name & Title	Date		_	Total	11,287.51
Inclusions			Exclusions				
PRICE IS V	ALID FOR 7 CALENDAR DAYS DUE OLATILITY	TO SUPPLY CHAIN & FUEL	2) FENCE LI AND GRADI 3) LOCATIN BEYOND SO 4) REPAIR, OR CONFLI 5) REMOVA ROOTS, STI	INE PREPARATIONG. G OR RELOCATIONE OF 811. REPLACEMENT, CTING LANDSC/L OF CONCEALE UMPS, LANDSC/	ON OF PRIVATE RELOCATION, OI APING, SOD, OR U ED BELOW GRADI	ITE WORK, CLEARI UNDERGROUND UT R RE-INSTALLATIOI JNDERGROUND UT E CONDITIONS INCI ION DEBRIS, BURIE	TILTITIES  N OF ADJACENT ILITIES. LUDING:
Terms & Co	onditions						
2) IF WAIVE 3) CLIENT / ACCESIBLE 4) WARRAN OR WORK COVERED 5) WOOD D MATERIALS 7) FORCE I CONTROL *ACTS OF (*WAR, ACT *ACTS OF (*ACTS O	IT OF INVOICES IS DUE UPON COMER OF SUBROGATION IS REQUIRE AGREES TO PROVIDE PSG ACCES E/AVAILABLE THE CLIENT AGREES ITY - THE WORK IS COVERED BY CONTRACTED BY THE CLIENT, PEUNDER A SEPARATE MANUFACTUSISCLAIMER - WOOD FENCING IS A SARE NOT COVERED BY A MANUF SUMES NO LIABILITY FOR PROBLE MAJEURE - PSG'S AGREED TO PERINCLUDING:  GOD, SUCH AS SEVERE ACTS OF ISON FERRORISOM, EPIDEMICS, CONTRACTOR OF THE COVERNMENTAL AUTHORITIES AND LABOR DISPUTES	D, ADD \$350.00 TO TOTAL. S TO THE WORK AREA FOR A DE TO COMPENSATE PSG FOR RE-I I-YEAR WARRANT FOR WORKMA RFORMED BY OTHERS IN THE SA RER'S WARRANTY. NATURAL PRODUCT THAT IN HA FACTURER'S WARRANTY. MS AND DAMAGE DUE TO: NATUI RFORMANCE OBLIGATIONS ARE IN NATURE OR WEATHER EVENTS IN	MOBILIZATION AN NSHIP, WHICH DO ME AREA/PROPE RSH/HUMID WEA <sup>*</sup> RAL CAUSES, UNI NULLIFIED WHEN	D OTHER COST: DES NOT INCLUE RTY/PROJECT.  THER CAN FADE  KNOWN/CONCE/ CERTAIN EVENT	S ASSOCIATED W BE UNUSUAL WEA THE FENCE PRO WARP, ROT, SPL ALED BELOW GRO S/CIRCUMSTANC	VITH THE DELAY. ATHER EVENTS, AC DUCTS THEMSELVI LINTER, AND SHRIN OUND CONDITIONS CES OCCUR BEYON	TS OF GOD, ES IS IK AND THESE ID PSG'S









TA	BLE OF SIDEWALK JOINTS
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

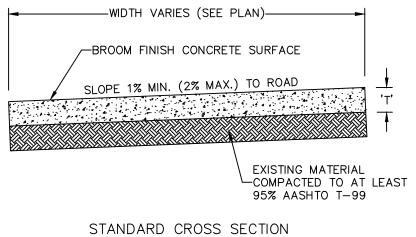


TABLE OF SIDEWALK THICKNE	:SS
LOCATION	'T'
PEDESTRIAN ONLY AREAS	4"
DRIVEWAYS AND OTHER TRAFFIC AREAS	6"
* 3,000 PSI COMPRESSIVE STRENGTH CO	NCRETE

NOTE:
ALL SIDEWALK STREET CROSSINGS MUST MEET THE
REQUIREMENTS OF THE AMERICAN DISABILITIES ACT
(ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMPS
TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH
AND FREE OF ABRUPT CHANGES.

CONCRETE SIDEWALK

CALL 2 BUSINESS DAYS BEFORE YOU DIG

IT'S THE LAW! Know what's below. **DIAL 811** 

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER

Call before you dig.

Horn

ROSSWAL

WESTRIDGE
COMMUNITY
DEVELOPMENT DISTRICT

## Westridge CDD

3434 Colwell Ave, Suite 200 Tampa, FL 33614 407-472-2471 (ext.4404) bmendes@rizzetta.com

**Subject:** Annual Goals and Achievement Report – 2025

In compliance with recent Florida legislation requiring all Community Development Districts (CDDs) to set annual goals and provide a year-end report on their progress, the Westridge CDD is pleased to share its **2025 Annual Goals and Achievement Report**.

#### **Annual Goals Set for 2025:**

#### 1. Board Meetings Goals

- Conduct all required board meetings in accordance with Florida statutes and district bylaws.
- Ensure proper quorum and active participation from board members at each meeting.
- Enhance meeting efficiency through structured agendas and timely documentation of minutes.

## 2. Operational Goals

- Maintain community infrastructure, including landscaping, stormwater systems, and amenity facilities, to high standards
- Ensure timely completion of scheduled maintenance and repairs.
- Improve operational efficiency through enhanced vendor coordination and performance monitoring.

#### **Year-End Achievements:**

## **Board Meetings Achievements:**

- Successfully held all scheduled board meetings with consistent quorum attainment.
- Achieved high levels of board member engagement and productive discussions.
- Distributed accurate, comprehensive minutes promptly, supporting transparency and resident access.

## **Operational Achievements:**

- Successfully completed all scheduled maintenance projects.
- Maintained consistent service levels with positive resident feedback on landscaping, amenities, and facility upkeep.
- Improved operational oversight by implementing regular vendor performance reviews.

The Board is proud to report that the Westridge CDD successfully met its established board meetings and operational goals for the year. We remain committed to responsible stewardship of District resources and to providing a well-maintained, financially sound community for our residents.

Sincerely,

District Manager: Brian Mendes

Westridge Community Development District