



Westchester Special Development District

May 4, 2026

Final Agenda Package

TEAMS MEETING INFORMATION

MEETING ID: 257 428 579 178 978 PASSCODE: nr2yw6fn

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2005 Pan Am Circle, Suite 300
TAMPA, FL 33607

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Governing Body Members:

Cyndi Moses, President
Tim Schultz, Vice President
Alain de Delva, Trustees
Jay Juarbe, Trustees
Emily Brushwood, Trustees
Shelley Wimbs, Trustees
Judy Beall, Trustees

Staff:

Alize Aninipot, District Manager
Michael Perez, Senior District Manager
Andy Cohen, District Counsel
Sergio Inguanzo, District Accountant
Melissa Williams, District Admin

Board of Trustees Meeting Agenda

Monday, May 4, 2025 – 6:00 p.m.

-
- 1. **Roll Call**
 - 2. **Approval of the Agenda**
 - 3. **Audience Comments on Agenda Items**
 - 4. **Staff Reports**
 - A. **District Accountant**
 - 1. Acceptance of February 2026 Check Register and Financials..... P. 3
 - 2. Acceptance of March 2026 Check Register and Financials..... P. 14
 - 3. Discussion of Fiscal Year 2027 Proposed Budget
 - B. **Landscape Report**
 - 1. Discussion of Irrigation Leak
 - 2. Consideration of Sprinkler Solutions Irrigation Leak Proposal P. 25
 - 3. Consideration of United Land Services Irrigation Leak Proposal..... P. 29
 - 4. Consideration of United Land Services System Audit Proposal..... P. 33
 - 5. Consideration of Davey Storm Contract..... P. 35
 - 6. Discussion of Davey Landscaping Contract
 - 7. Discussion of Davey Surcharge
 - 8. Discussion of FLA Landscaping Contract P. 38
 - C. **Aquatics Report**
 - 1. Discussion of Aquatics Contract/Pond Maintenance Scope
 - D. **District Manager**
 - 1. Consideration of Engineer Consulting Services Proposal P. 51
 - 2. Consideration of Community Map Proposal P. 58
 - 3. Discussion of Raising Assessments
 - 4. Discussion of Inframark Contract Increase
 - 5. Discussion of Creating Trustee Liaison Roles
 - 5. **Business Administration**
 - A. Consideration of the Meeting Minutes from February 2, 2026 P. 65
 - B. Ratification of the Amended Meeting Minutes from August 20, 2025 P. 67
 - C. Ratification of the Amended Meeting Minutes from October 29, 2025 P. 70
 - D. Ratification of Revised Resolution 2025-02; FY25-26 Meeting P. 73
 - E. Ratification of Resolution 2026-05; General Elections P. 75
 - 6. **Supervisor Requests**
 - 7. **Adjournment**

The next meeting is scheduled for Monday, June 1, 2026, at 6:00 p.m.

District Office:
Inframark Infrastructure Management Services
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
656-207-2410

Meeting Location:
Maureen B. Gauzza Regional Library
11211 Countryway Boulevard
Tampa, Florida 33626
813-273-3652

Westchester Special Dependent District

Financial Report

February 28, 2026

CLEAR PARTNERSHIPS



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**Westchester
Special Dependent District**

Financial Statements

(Unaudited)

February 28, 2026

Balance Sheet
February 28, 2026

ACCOUNT DESCRIPTION	TOTAL
<u>ASSETS</u>	
Cash - Checking Account	\$ 85,078
Accounts Receivable	50
Deposits	1,700
TOTAL ASSETS	\$ 86,828
<u>LIABILITIES</u>	
Accounts Payable	\$ -
Accrued Expenses	168
TOTAL LIABILITIES	168
<u>FUND BALANCES</u>	
Nonspendable:	
Deposits	1,700
Unassigned:	
	84,960
TOTAL FUND BALANCES	\$ 86,660
TOTAL LIABILITIES & FUND BALANCES	\$ 86,828

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 200	\$ 134	67.00%	\$ 29
Interest - Tax Collector	-	65	0.00%	-
Special Assmnts- Tax Collector	78,028	69,597	89.19%	68
Special Assmnts- Discounts	(3,901)	(2,780)	71.26%	(1)
TOTAL REVENUES	74,327	67,016	90.16%	96
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Legal Services	2,600	761	29.27%	-
ProfServ-Mgmt Consulting	12,000	5,000	41.67%	1,000
Auditing Services	2,400	2,500	104.17%	-
Contract-Website Hosting	670	168	25.07%	-
Postage and Freight	100	-	0.00%	-
Insurance - General Liability	6,440	5,830	90.53%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	1,500	831	55.40%	321
Misc-Assessment Collection Cost	1,561	1,336	85.59%	1
Misc-Contingency	100	75	75.00%	15
Office Supplies	50	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	27,646	16,676	60.32%	1,337
<u>Field</u>				
Contracts-Lake and Wetland	3,483	1,486	42.66%	299
Contracts-Landscape	22,278	9,283	41.67%	1,857
Contracts-Irrigation	660	275	41.67%	55
Utility - Water	16,000	113	0.71%	62
R&M-General	52,457	1,200	2.29%	-
R&M-Fertilizer	240	100	41.67%	20
R&M-Irrigation	-	74	0.00%	74
Misc-Contingency	100	85	85.00%	17
Total Field	95,218	12,616	13.25%	2,384
TOTAL EXPENDITURES	122,864	29,292	23.84%	3,721

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(48,537)	37,724	n/a	(3,625)
Net change in fund balance	\$ (48,537)	\$ 37,724	n/a	\$ (3,625)
FUND BALANCE, BEGINNING (OCT 1, 2025)	48,936	48,936		
FUND BALANCE, ENDING	\$ 399	\$ 86,660		

**Westchester
Special Dependent District**

Supporting Schedules

February 28, 2026

WESTCHESTER

Special Dependent District

**Non-Ad Valorem Special Assessments
(Hillsborough County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	
Assessments Levied				\$ 74,939	\$	74,939
Allocation %				100.00%		100.00%
Real Estate Current/Installment						
11/06/25	\$ 385	\$ 21	\$ 8	\$ 414	\$	414
12/18/25	7,786	326	159	8,271		8,271
01/05/26	281	9	6	295		295
Real Estate Current						
11/13/25	1,663	71	34	1,768		1,768
11/20/25	8,918	379	182	9,479		9,479
12/03/25	21,892	931	447	23,270		23,270
12/05/25	24,492	1,041	500	26,033		26,033
02/03/26	65	1	1	68		68
TOTAL	\$ 65,481	\$ 2,780	\$ 1,336	\$ 69,597	\$	69,597
% COLLECTED				92.87%		92.87%
TOTAL OUTSTANDING				\$ 5,342	\$	5,342

Cash & Investment Report
February 28, 2026

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Municipal Interest Checking	TD Bank	0.43%	\$ 85,078
		Total	\$ <u>85,078</u>

Bank Account Statement

Westchester SDD

Bank Account No. 4104

Statement No. 02-26 A

Statement Date

02/28/2026

G/L Account No. 101002 Balance	85,078.41	Statement Balance	85,945.41
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	85,945.41
Subtotal	85,078.41	Outstanding Checks	-867.00
Negative Adjustments	0.00		
	<hr/>	Ending Balance	85,078.41
Ending G/L Balance	85,078.41		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
02/27/2026	Payment	100085	FLA LANDSCAPES AND LAWNS	Inv: 58191			-867.00
Total Outstanding Checks							-867.00

WESTCHESTER SDD

Payment Register by Fund

For the Period from 2/01/2026 to 2/28/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 100078								
001	02/06/26	DAVEY TREE EXPERT COMPANY	920236919	JAN 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$1,081.50	
							Check Total	<u>\$1,081.50</u>
CHECK # 100079								
001	02/06/26	BUSINESS OBSERVER, INC.	26-00266H	2/2/26 WORKSHOP MEETING	Legal Advertising	548002-51301	\$54.69	
							Check Total	<u>\$54.69</u>
CHECK # 100080								
001	02/12/26	FLA LANDSCAPES AND LAWNS	56445	IRRIG REPAIRS	R&M-Irrigation	546041-53901	\$74.10	
							Check Total	<u>\$74.10</u>
CHECK # 100081								
001	02/17/26	INFRAMARK LLC	170614	FEB 2026 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$1,000.00	
001	02/17/26	INFRAMARK LLC	170614	FEB 2026 MGMT SVCS	Misc-Contingency	549900-51301	\$15.00	
							Check Total	<u>\$1,015.00</u>
CHECK # 100082								
001	02/20/26	TIMES PUBLISHING	59981-101225	PUBLIC BUDGET HEARING	Legal Advertising	548002-51301	\$321.00	
							Check Total	<u>\$321.00</u>
CHECK # 100083								
001	02/20/26	DAVEY TREE EXPERT COMPANY	920272878	FEB 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$1,081.50	
							Check Total	<u>\$1,081.50</u>
CHECK # 100084								
001	02/20/26	SOLITUDE LAKE MANAGEMENT LLC	PSI239780	FEB 2026 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$298.97	
							Check Total	<u>\$298.97</u>
CHECK # 100085								
001	02/27/26	FLA LANDSCAPES AND LAWNS	58191	FEB 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$775.00	
001	02/27/26	FLA LANDSCAPES AND LAWNS	58191	FEB 2026 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$55.00	
001	02/27/26	FLA LANDSCAPES AND LAWNS	58191	FEB 2026 LANDSCAPE MAINT	R&M-Fertilizer	546026-53901	\$20.00	
001	02/27/26	FLA LANDSCAPES AND LAWNS	58191	FEB 2026 LANDSCAPE MAINT	Misc-Contingency	549900-53901	\$17.00	
							Check Total	<u>\$867.00</u>
CHECK # DD168								
001	02/25/26	B.O.C.C. ACH	021126-1266-ACH	RECLAIMED WATER	Utility - Water	543018-53901	\$61.56	
							Check Total	<u>\$61.56</u>
							Fund Total	<u>\$4,855.32</u>

Total Checks Paid	\$4,855.32
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Westchester Special Dependent District

Financial Report

March 31, 2026

CLEAR PARTNERSHIPS



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**Westchester
Special Dependent District**

Financial Statements

(Unaudited)

March 31, 2026

WESTCHESTER SDD**General Fund****Balance Sheet**

March 31, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<u>ASSETS</u>	
Cash - Checking Account	\$ 81,388
Accounts Receivable	50
Deposits	1,700
TOTAL ASSETS	\$ 83,138
<u>LIABILITIES</u>	
Accounts Payable	\$ -
Accrued Expenses	1,035
TOTAL LIABILITIES	1,035
<u>FUND BALANCES</u>	
Nonspendable:	
Deposits	1,700
Unassigned:	
	80,403
TOTAL FUND BALANCES	\$ 82,103
TOTAL LIABILITIES & FUND BALANCES	\$ 83,138

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 200	\$ 163	81.50%	\$ 31
Interest - Tax Collector	-	65	0.00%	-
Special Assmnts- Tax Collector	78,028	69,839	89.51%	242
Special Assmnts- Discounts	(3,901)	(2,780)	71.26%	(1)
TOTAL REVENUES	74,327	67,287	90.53%	272
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Legal Services	2,600	1,673	64.35%	913
ProfServ-Mgmt Consulting	12,000	6,000	50.00%	1,000
Auditing Services	2,400	2,500	104.17%	-
Contract-Website Hosting	670	335	50.00%	168
Postage and Freight	100	-	0.00%	-
Insurance - General Liability	6,440	5,830	90.53%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	1,500	831	55.40%	-
Misc-Assessment Collection Cost	1,561	1,341	85.91%	5
Misc-Contingency	100	90	90.00%	15
Office Supplies	50	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	27,646	18,775	67.91%	2,101
<u>Field</u>				
Contracts-Lake and Wetland	3,483	1,785	51.25%	299
Contracts-Landscape	22,278	11,139	50.00%	1,857
Contracts-Irrigation	660	330	50.00%	55
Utility - Water	16,000	595	3.72%	482
R&M-General	52,457	1,200	2.29%	-
R&M-Fertilizer	240	120	50.00%	20
R&M-Irrigation	-	74	0.00%	-
Misc-Contingency	100	102	102.00%	17
Total Field	95,218	15,345	16.12%	2,730
TOTAL EXPENDITURES	122,864	34,120	27.77%	4,831

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>MAR-26 ACTUAL</u>
Excess (deficiency) of revenues				
Over (under) expenditures	(48,537)	33,167	-68.33%	(4,559)
Net change in fund balance	\$ (48,537)	\$ 33,167	-68.33%	\$ (4,559)
FUND BALANCE, BEGINNING (OCT 1, 2025)	48,936	48,936		
FUND BALANCE, ENDING	\$ 399	\$ 82,103		

**Westchester
Special Dependent District**

Supporting Schedules

March 31, 2026

WESTCHESTER

Special Dependent District

**Non-Ad Valorem Special Assessments
(Hillsborough County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	
Assessments Levied				\$ 74,939	\$	74,939
Allocation %				100.00%		100.00%
Real Estate Current/Installment						
11/06/25	\$ 385	\$ 21	\$ 8	\$ 414	\$	414
12/18/25	7,786	326	159	8,271		8,271
01/05/26	281	9	6	295		295
03/04/26	236	1	5	242		242
Real Estate Current						
11/13/25	1,663	71	34	1,768		1,768
11/20/25	8,918	379	182	9,479		9,479
12/03/25	21,892	931	447	23,270		23,270
12/05/25	24,492	1,041	500	26,033		26,033
02/03/26	65	1	1	68		68
TOTAL	\$ 65,717	\$ 2,780	\$ 1,341	\$ 69,839	\$	69,839
% COLLECTED				93.19%		93.19%
TOTAL OUTSTANDING				\$ 5,100	\$	5,100

Cash & Investment Report
March 31, 2026

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Municipal Interest Checking	TD Bank	0.43%	\$ 81,388
		Total	\$ <u>81,388</u>

Bank Account Statement

Westchester SDD

Bank Account No. 4104
Statement No. 03-26

Statement Date 03/31/2026

G/L Account No. 101002 Balance	81,387.73	Statement Balance	82,469.23
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	81,387.73	Subtotal	82,469.23
Negative Adjustments	0.00	Outstanding Checks	-1,081.50
Ending G/L Balance	81,387.73	Ending Balance	81,387.73

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
03/24/2026	Payment	100088	DAVEY TREE EXPERT COMPANY	Inv: 920309213			-1,081.50
Total Outstanding Checks							-1,081.50

WESTCHESTER SDD

Payment Register by Fund

For the Period from 3/01/2026 to 3/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 100086								
001	03/11/26	INNERSYNC	INV-SN-1311	WEBSITE MAINT	Contract-Website Hosting	534384-51301	\$167.50	
							Check Total	\$167.50
CHECK # 100087								
001	03/24/26	INFRAMARK LLC	173011	MAR 2026 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$1,000.00	
001	03/24/26	INFRAMARK LLC	173011	MAR 2026 MGMT SVCS	Misc-Contingency	549900-51301	\$15.00	
							Check Total	\$1,015.00
CHECK # 100088								
001	03/24/26	DAVEY TREE EXPERT COMPANY	920309213	MAR 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$1,081.50	
							Check Total	\$1,081.50
CHECK # 100089								
001	03/24/26	PERSSON & COHEN, P.A	6816	FEB 2026 SVCS	ProfServ-Legal Services	531023-51401	\$912.60	
							Check Total	\$912.60
CHECK # 100090								
001	03/24/26	SOLITUDE LAKE MANAGEMENT LLC	PSI246544	MAR 2026 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$298.97	
							Check Total	\$298.97
CHECK # 300015								
001	03/19/26	B.O.C.C. ACH	031226-1266-ACH	2/10-3/12/26 RECLAIMED WATER	Utility - Water	543018-53901	\$482.32	
							Check Total	\$482.32
							Fund Total	\$3,957.89

Total Checks Paid	\$3,957.89
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Sprinkler Solutions of Florida

License #: SCC131152611
401 N. Parsons Ave Suite 106-A
Brandon, FL 33510
813-503-1228
admin@ssofla.com

Estimate #68516

SENT

Westchester CDD
11610 Countryway Boulevard
Westchase, Florida 33626

Date: May 3, 2026
Expiration Date: Jun 2, 2026
Status: Sent
Payment Terms: 10 Days Net

Notes:

Reason for Work:
Installation of new 4" irrigation mainline to improve system reliability and provide future infrastructure capacity for control wiring or system expansion.

Scope of Work:
This estimate includes the installation of a new 4" mainline utilizing trenchless directional boring methods to minimize surface disruption and maintain existing site conditions. A dedicated 1" conduit will be installed concurrently with the mainline to allow for future wiring or system upgrades without the need for additional excavation.

Sprinkler Solutions of Florida will cut and properly cap the existing mainline as required, and complete all necessary tie-ins to integrate the new 4" mainline into the existing irrigation system. The 1" conduit will be terminated in a 10" round valve box at both ends to provide accessible points for future use.

All mainline connections 3" and larger will be completed using Mechanical Joint (MJ) fittings to ensure durability, serviceability, and long-term system integrity.

Inclusions:
This estimate is inclusive of all labor, materials, equipment, and directional boring necessary to complete the work as described.

End Result:
Upon completion, the system will have a newly installed 4" mainline with minimal site disturbance, along with a dedicated conduit pathway for future expansion. The installation will provide improved system performance, reliability, and flexibility for future irrigation or control system enhancements.

Replace failed Mainline

under CountryWay Blvd @ North Umberland Dr

Item	Unit Price	Quantity	Amount
------	------------	----------	--------

Item	Unit Price	Quantity	Amount
811 Utility Locate Service	\$0.00	1	\$0.00
Perform 811 utility locate request prior to excavation in accordance with state law. Scope includes notification, site coordination, marking verification of underground utilities, and documentation to ensure safe excavation and protection of existing infrastructure.			
Directional Bore	\$12,985.00	1	\$12,985.00
Directional Bore 4" HDPE Mainline 1" HDPE wire sleeve Includes: GPR Ground Penetrating Radar Permits if Required will be billed separately			
4" HDPE Roll Pipe	\$12.38	105	\$1,299.90
4" HDPE Pipe DR11 IPS			
1" Orange HDPE conduit	\$3.85	105	\$404.25
1" Orange HDPE conduit			
Misc	\$1,182.50	1	\$1,182.50
Miscellaneous Parts, Fittings, Shop Supplies, and Consumables Provision of incidental materials necessary to complete installation and field operations, including but not limited to small-diameter fittings, electrical terminations, hardware, sealants, adhesives, mounting components, wire connectors, lubricants, cleaning agents, and other expendable items consumed in the course of fabrication, assembly, or system commissioning.			

Thank you for your business!

Total **\$15,871.65**

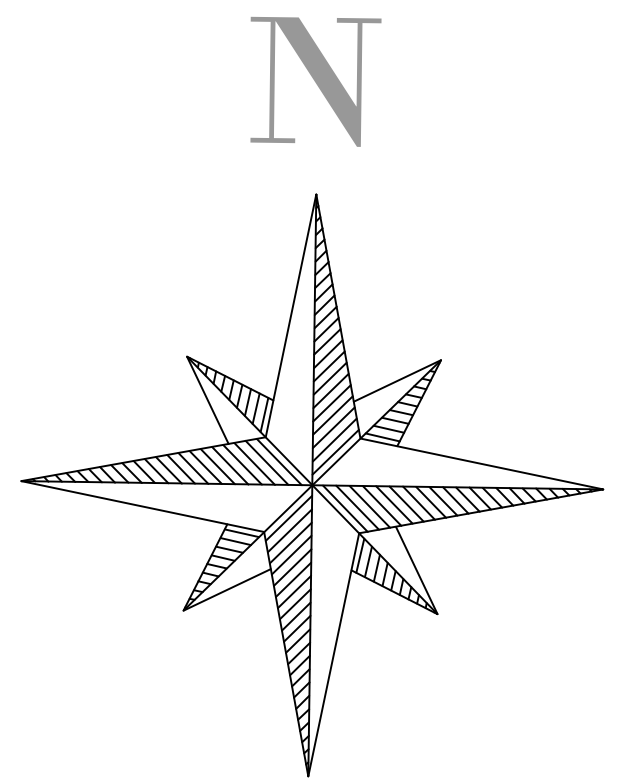
Files



1 File was uploaded to the report
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General Notes



No.	Revision/Issue	Date

Designed By:
 Sprinkler Solutions of Florida
 401 N. Parsons Ave
 Suite 106-A
 Brandon, FL 33510
 813-503-1228
 Jeff@ssofla.com



Project Information
 WESTCHESTER

Location
 COUNTRYWAY &
 RACE TRACK

Project MAINLINE LEAK	Sheet L1
Date 04/03/2026	
Scale 1:xx	



May 01, 2026
Westchester SDD

Contract No. - 229055

Pricing below includes labor and materials to perform Boring 4" HDPE, as a sleeve, utilizing this for replacement of the 2" Main- From Northwest Center median crossing road to Southeast Center Median along Countryway Blvd.

In addition to the new 2" main, we will also be installing communication wire in sleeve for future use as the communication wire crosses the road at same location.

Reconnection of new 2" mainline to existing included.

We will be Utilizing GPR Location (Ground Penetrating Radar) to locate any and all other Utilities within area.

MOT included.

If Permits are required, this may result in a CO contingent upon permitting requirements.

Please Note the Irrigation System as a whole is in great need of repair, believe to have additional main leaks in system (in other areas) as well as valves not connected and or functioning. A full audit can be provided as a separate Proposal after Mainline Repair is completed.



ITEM	QTY	UNIT PRICE	TOTAL PRICE
Boring with Pipe	1.00	\$11,300.00	\$11,300.00
GPR Location	1.00	\$2,650.00	\$2,650.00
Mainline Reconnection	1.00	\$919.40	\$919.40
MOT	1.00	\$1,898.80	\$1,898.80
			\$16,768.20

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
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Contract No. - 229055	Westchester SDD	May 01, 2026
Mainline Repair	\$0.00	\$16,768.20
	\$0.00	\$16,768.20

Sale	\$16,768.20
Sales Tax	\$0.00
Total	\$16,768.20

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.
11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner’s interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism,

water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon
 United Land Services • 12276 San Jose Blvd. Suite 747 • Jacksonville, FL 32223 Page 3/4

Contract No. - 229055

Westchester SDD

May 01, 2026

customer's payment in full of total contract price, including any change-orders.

14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By _____
Thomas Mootz

Date 5/1/2026

United Land Services

By _____

Date _____

Westchester SDD



May 01, 2026
Westchester SDD

Contract No. - 229166

One Time Irrigation Audit to be performed after completion of mainline repair at intersection of Coutryway BLVD and Northumberland Dr.

A secondary Proposal to follow for Repairs.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Irrigation Audit	1.00	\$2,851.95	\$2,851.95
			\$2,851.95

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Audit	\$0.00	\$2,851.95
		\$0.00
		\$2,851.95

Sale	\$2,851.95
Sales Tax	\$0.00
Total	\$2,851.95

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or

Contract No. - 229166

Westchester SDD

May 01, 2026

not under Client/Owner management and control shall be the sole responsibility of Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism,

water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer's payment in full of total contract price, including any change-orders.

14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By _____

Thomas Mootz

Date 5/1/2026 _____

United Land Services

By _____

Date _____

Westchester SDD



STORM AND EMERGENCY SERVICES AGREEMENT 2026 Hurricane Season

This is a contract between Westchester Special Tax District (“Customer”) and The Davey Tree Expert Company (“Davey”) to perform the Scope of Services described below on the Terms and Conditions either set forth on the reverse side of this Agreement or attached to this Agreement.

SCOPE OF SERVICES

Davey will perform only the services described in writing below (the “Scope of Services”). Customer understands and agrees that Davey is not required to perform any services that are not expressly described herein. **However, if Davey performs any additional or different services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.**

Services to be performed (check all that apply):

- Tree removal
- Tree maintenance
- Debris cleanup
- Dumping
- Other

Description of Services: Storm Clean up

Location of Work/Address (“Job Site”): _____

By signing below, Customer agrees to the Scope of Services and the Terms and Conditions. If Customer is a legal entity, the person signing below hereby represents that he or she has full authority to enter into this Agreement on behalf of Customer.

BY CUSTOMER:

Signature: _____
 Name (print): _____
 Title : _____
 Company: _____
 Date: _____

BY DAVEY:

Signature: April K Punsley
 Name (print): _____
 Title : Branch Manager
 Date: 03/17/2026

1. **Exclusive Terms.** Customer and Davey agree that these Terms and Conditions are the sole and exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.
2. **Customer.** The term Customer shall include all family members, employees, agents, representatives, contractors, and insurers of the Customer. If Customer is a legal entity, the term Customer shall include all parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.
3. **Limited Scope of Services.** Davey agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Davey is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Davey performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.
4. **Customer's Payment Obligation.** Customer agrees to pay Davey's fee for services and to accept Davey's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Davey agree that Davey is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Davey required to submit to any Customer or third-party audit of its timecards, invoices, or other records.
5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	Hourly Rate
1000 HP Tub-Grinder: Includes One Operator	\$1,285.00
Skid Steer: Includes One Operator	\$180.00
Tractor w/ Grapple: Includes One Operator	\$180.00
Excavator: Includes One Operator	\$360.00
Wheel Loader: Includes One Operator	\$360.00
Crane: Includes One Operator	\$590.00
Bucket Truck: Includes One Operator	\$205.00
Debris Trailer: Operator is Included in Truck Charge Below	\$225.00
Truck: Includes One Operator	\$105.00
100-yard Knuckle Boom: Includes One Operator	\$710.00
70 HP Stump Grinder: Includes One Operator	\$170.00
Grounds Crew Member	\$90.00
Additional Operators/Tree Crew Member	\$100.00
On-Site Project Manager	\$110.00
Lodging and Per Diem- Daily per Crew Member	\$195.00
Price Per Yard of Debris to be hauled and disposed of	TBD
Standing 365 Hydraulic Tree Cutter: Includes One Operator	\$735.00
18-Wheeler w/ Walking Floor for Hauling: Include One Operator	\$275.00
100 HP Mounted Stump Grinder: Includes One Operator	\$275.00
Chipper	\$150.00
Harley Rake Attachment	\$75.00
Tri-Axle Dump	\$260.00
Excavator w/ Stump Sheer: Includes One Operator	\$755.00
Sennebogen Tree Handler: Includes One Operator	\$950.00

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel time at the Job Site and for travel to and from. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee at the Job Site.
7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area.
8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary materials, supplies, and services.
9. **Payment.** Davey will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Davey's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection action.

10. **Disclaimer of Warranties.** All work performed by Davey under this Agreement is without warranty. **Davey disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.** Customer agrees that the services provided by Davey under this Agreement are as is, where is, and with all faults.

11. **Limitation of Liability.** Customer agrees that Davey shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Davey's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Davey by Customer under this Agreement.

12. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown, including, but not limited to, any downed power lines, ruptured gas lines, broken utilities, flood water, or damaged structures.

13. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

14. **Indemnification.** Customer shall indemnify and hold harmless Davey from and against all claims, damages, losses, and expenses, including

attorneys' fees, arising out of, resulting from, or relating to any breach by Customer of this Agreement, the condition of the Job Site or any hazards on the Job Site prior to the execution of this Agreement, Customer's grant of access to the Job Site or surrounding areas, and/or any acts or omissions by Customer or any of its employees, agents, contractors, or representatives.

15. **Force Majeure**. Davey shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Davey's control interfering with its performance under this Agreement.

16. **Assignment**. Customer may not assign any of its rights under this Agreement without the prior written consent of Davey. This Agreement does not confer upon any third party any right to claim damages against Davey.

17. **Severability**. If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

18. **Enforcement and Waiver**. Either party's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of the right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

19. **Governing Law**. The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

20. **Consent to Jurisdiction**. In the event of a dispute arising out of, resulting from, or in connection with this Agreement, the parties hereby consent to the jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.



October 24, 2018

Westchester Tax District
Countryway Blvd
Odessa, FL
Attn: Andrew Mendenhall
Property Manager

Dear Andrew Mendenhall,

We appreciate the opportunity to present an annual program of landscape maintenance for **Westchester Tax District**

We have evaluated and measured your property to prepare the enclosed proposal. The services recommended in this proposal will provide your property with the quality care it needs and allow you to select additional services to further enhance your property's curb appeal and protect your landscape investment.

U.S. Lawns of North Tampa is a professional service. We strive to give quality care to our clients by providing:

- * **THOROUGH** and **METICULOUS** property maintenance
- * **A TRAINED AND UNIFORMED** service staff
- * **FULL INSURANCE** coverage on our employees while on your property
- * **REGULAR SITE INSPECTIONS** with property representatives
- * **PROMPT RESPONSE** to your needs and concerns
- * An agreement **TAILORED** to your specifications, outlining our service and pricing
- * Compliance with all **STATE AND FEDERAL** laws
- * Compliance with all **OSHA** standards

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal please do not hesitate to call.

Sincerely,

Jeremy Tibbetts
Account Manager
Enclosures



National Strength, Local Commitment
www.USLAWNS.com

October 24, 2018

PROPOSAL / AGREEMENT

for

LANDSCAPE MAINTENANCE

at

Westchester Tax District

prepared by

Jeremy Tibbetts, Account Manager
U.S. Lawns of Tampa/Pasco
813-506-3167, Jeremyusl@gmail.com

Proposal / Agreement for Landscape Maintenance at Westchester Tax District

We appreciate the opportunity to present an annual program of landscape maintenance for **Westchester Tax District** that includes recommendations from U.S. Lawns designed to protect your landscape investment and enhance your property's curb appeal.

The Core Services section of our proposal includes the services as described below.

1. The mowing of all accessible turf areas from May 1st to Sept 30th weekly. Oct 1 to April 30th Bi-Weekly. During extended rainy or dry periods mowing will take place as conditions dictate. Grass areas inaccessible to our mowing machinery will be trimmed as needed to a height consistent with the mowed turf. All walks and paved areas littered in the maintenance progress will be air blown to maintain a neat appearance.
2. Litter removal in the turf and bed areas shall be performed during each maintenance visit. Excess litter or debris will be brought to the attention of the property manager and may result in an additional charge for removal.
3. The edging of all walk and curb areas shall be performed in concurrence with every mowing visit or as inspection requires. The edging of all plant beds shall be performed in concurrence with every other mowing visit or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires using chemical or mechanical means.
5. The shearing of qualifying shrubs and hedges to maintain desired shape and appearance.
6. The application of pre-emergent herbicides for weed control purposes in the bed areas.
7. Spring clean-up will be performed at the beginning of the growing season to ensure the property is in a neat and clean condition.
8. **Major** Leaf removal in turf areas will be performed to maintain a neat appearance on the property one time per year at no charge. This is a major clearing of fallen leaves. Fallen leaves will be removed from the maintained areas using all means possible including blowing, raking, vacuuming, and mowing or mulching. Weather conditions may shorten or lengthen the process.

This major clearing of fallen leaves will be done at management's request. _____ (Initial)

Additional Core Services may be provided, at the request of the client. U.S. Lawns reserves the right to adjust this pricing based on the condition of the property at the time of the request for the Additional Core Services.

General Terms

U.S. Lawns shall furnish all supervision, labor, materials and equipment required to maintain the landscape throughout the contract period. Additional services, terms, and conditions may be a part of this agreement if included in exhibits attached hereto, or later agreed to by both parties.

U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities.

U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage of that is not caused by the negligence of U.S. Lawns, its agents or employees.

Payment Terms

U.S. Lawns agrees to perform the Core Services in the manner prescribed, for a total annual amount of \$10,200.00 per year for 1 year payable in 12 monthly installments of \$850.00 Due on the fifteenth day of the month (for example if your contact begins August 1 your first payment is due August 15 and each month thereafter). Additional services, including Select Services, will be invoiced upon completion with payment due within thirty (30) days of the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice.

This annual agreement shall commence on 10/29/18, 2018 and renew annually on 10/29/18 2019. The parties agree that either party may terminate this agreement with 30 days written notice to the other party. Upon termination of this contract, all monies for services that have already been rendered shall become immediately due and payable. For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts. Client agrees that U.S. Lawns may institute any action against Client in any state or federal court of competent jurisdiction in the state where the Contract Duties are to be performed and Client irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court.

We welcome the opportunity to be of service and thank you for your consideration of our proposal.

Respectfully submitted by:
U.S. Lawns of Tampa/Pasco

[Signature]
Jeremy Tibbetts

Date: 10/29/18

Approved and accepted for:
Westchester Tax District

By: [Signature]

Date: 10/24/18

Westchester Tax District
30-Day Landscape Maintenance Plan
October 24, 2018

30-DAY GOALS

1. Initiate a program of "detail" weeding of all bed areas.
2. Initiate the establishment of consistent and uniform protective maintenance borders around trees, plants, buildings and other obstacles in the landscaped areas.
3. Conduct a complete inventory of the plant material in order to determine the needs for replacements of severely regressed or missing material and submit cost projections for replacements.
4. Conduct a complete inventory of the irrigation system and submit recommendations and cost projections for corrections and/or improvements if needed.
5. Conduct a complete walk-thru site inspection/review with the designated representative.

Exhibit to the Proposal / Agreement for Landscape Maintenance

The Select Services section of our proposal includes services that may enhance and protect the value of your landscape. The options' chosen by Westchester Tax District is included in the program and the frequency of the service. Below is a general description of these services and the frequency per year.

1. Prune Trees – The selective pruning, one time per contract period, of all woody ornamentals and trees less than eight feet (8) in height to balance infiltrating light, to remove dead wood harboring insects and disease, to prune touching branches off buildings and to promote maximum health and growth. Trees will be pruned to twelve feet (12) above roadways for waste disposal vehicles. Additional fees may be applicable for equipment rental for trees or palms with excessive height. A proposal will be needed to bring up to contract specs.
2. Turf Pre-Emergent – The application of pre-emergent weed control products to the turf areas two times per year.
3. Fertilize Turf – Turf areas will be fertilized with the proper blend of commercial fertilizer four times per year. Fungus and grub worms are not included in this service. Treatment will be an additional service.
4. Turf Post-Emergent – The application of post-emergent weed control products to the turf areas two times per year.
5. Turf Insect Control - The application of insect control products to the turf areas as needed. Chinch bugs shall be treated for twice a year, additional applications are billable.
6. Winter Service Visits – Additional service visits can be performed for an additional charge
7. Irrigation Inspections – Irrigation system will be checked for proper operation one time per month. Minor adjustments will be made as necessary. Any other repairs will be made on an agreed upon basis at an additional charge.
8. Leaf Removal- Additional leaf rakings can be done in lieu of mowing or for an additional charge. Management will alert U.S. Lawns of North Tampa when leaf raking is to be done by emailing, uslawns@hotmail.com, or faxing request to 818.935.1858.

The above specifications, descriptions, and conditions are hereby understood and accepted. Payment will be made in accordance with the payment terms contained in the Proposal / Agreement between the parties.

Respectfully submitted by:
U.S. Lawns of Tampa/Pasco



Jeremy Tibbetts

Date: 10/29/18

Approved and accepted for:
Westchester Tax District

By: 

Date: 10/24/18

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed to check system efficiency, coverage, operational limitations and/or operational status one time per month.
 - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation.
 - Any needed adjustments to coverage, corrections for fouled nozzles and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If we are called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to you.
 - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If we are called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of \$ 55 per hr.
 - There will be a service charge for service calls when no problem is found to exist.

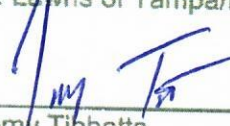
Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.

- Property management will be responsible for the cost of materials and labor for such modifications.

Acceptance of Exhibit

Condition of acceptance. The amount of \$ _____ has been entered as the said "Dollar Amount" not to be exceeded for monthly repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. Lawns of Tampa/Pasco



Jeremy Tibbetts

Date: 10/29/18

Approved and accepted for:
Westchester Tax District

By: 

Date: 10/29/18

Exhibit To the Proposal / Agreement for Landscape Maintenance

Exhibit To the Proposal / Agreement for Landscape Maintenance , 2018 : USA Lawns dba U.S. Lawns of North Tampa, hereafter known as "U.S. Lawns",

And

_____ (Client), hereafter known as "Client", located at:

_____ (Client Address)

_____ (Client City, State Postal Code)

Additional Terms and Conditions

General Terms

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

Pest Control / Fertilization

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

Irrigation

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:

- Water bans issued by governing bodies
- Failure of irrigation systems beyond U.S. Lawns' control
- Failure of Client to maintain irrigation system in effective working condition
- Refusal to irrigate for needs of plants
- Power failures beyond U.S. Lawns control
- Unavailability of sufficient and suitable water for irrigation of any reason

Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available U.S. Lawns cannot guarantee the effectiveness of such treatments.

Bio-Hazards / Hazardous Materials

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Client's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

License and Permits

U.S. Lawns will comply with all license and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Taxes

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Insurance

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.

Liability

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Access to Jobsite

Client shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

Notice of Defect

Client shall give U.S. Lawns at least ten (10) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

Assignment

The Client and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. U.S. Lawns can assign or transfer any interest in this Agreement without written consent of the other party.

Holidays: US Lawns is closed for business the weeks of Thanksgiving and Christmas. Skeleton crew is available should emergency arise. Billable rates may apply.

Termination

This Agreement may be terminated by either party, with or without cause, with thirty (30) days written notice to the other party.

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. This Agreement may be terminated by U.S. Lawns for non-payment by the Client, upon ten (10) business days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within ten (10) business days of being notified of deficiencies. If the Client makes payment in full within ten (10) business days of receipt of the written notice, the grounds for termination shall be deemed cured. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured.

Payment / Agreement Term

All labor and materials necessary to perform the work outlined in this Agreement shall be provided for the sum of \$10,200.00 per year payable in 12 monthly installments of \$850.00. Billing will begin on the first day of the contract commencement date, which is 10/29/18, 2018 and will continue monthly thereafter on or about the first of each month for a period of 12 months. Billings for additional work performed for the Client, outside the scope of this Agreement, shall be invoiced upon completion. All billings are due and payable thirty (30) days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice. This represents an annual rate of 18%. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

If the Agreement is not terminated pursuant to the termination provisions of this Exhibit, or not terminated by either party thirty (30) days prior to the expiration of the term of the Agreement, the Agreement shall be automatically extended for additional one year periods.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

Any landscape upgrades, special offers, or extra work that were included with the agreement will be billable in the event the contract is terminated before the termination date.

Disputes

This Agreement shall be governed by and construed in accordance with the laws of the state where the Contract Duties are to be performed. In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, to be paid by the losing party.

Prior to the institution of any litigation or arbitration and as a condition precedent thereto, the parties pledge to participate in good faith voluntary and non-binding alternative dispute resolution procedures.]

I have read, understand, and agree to the foregoing Agreement and hereby accept it on behalf of the Client.

U.S. Lawns:

Client Approval:

3003 County Line Rd East
Address

WESTCHESTER DEPENDENT DISTRICT

Client / Company Name
2654 CYPRESS RIDGE BLVD, STE 101
Address

Lutz, FL 33559

City / State / Zip

WBCNY CHAPEL / FL / 33544

City / State / Zip:

By: 

Signature

By: 

Signature

Jeremy TIBBETS

Name

ANDREW P. MENDENHALL

Name

Account Manager

Title

DISTRICT MANAGER / SELLER

Title

10/29/18

Date

10/25/18

Date

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

WESTCHESTER SPECIAL DEPENDENT DISTRICT

Mail certificate to:

2654 CYPRESS RIDGE BLVD., STE 101

WESLEY CHAPEL, FL 33544

2. Primary Contact

Name: Andy MELDENHALL

Title: DISTRICT MANAGER

Company: INFLAMARK

Address: SAME

Phone: 813-991-1116 x:102

Fax: N/A

E-mail address: Andy.MELDENHALL@INFLAMARK.COM

3. Property Information

Complete property address:

On-site property contact (if any):

Name: ARNIE KORSHIN

Title: PRESIDENT

Phone: 813-917-0741

Fax: _____

E-mail address: AKORSHIN@OUTLOOK.COM

4. Bill to:

WESTCHESTER DEPENDENT DISTRICT (ADDRESS ABOVE)

INVOICE PREFERRED. VIA E-MAIL. Andy.MELDENHALL@INFLAMARK.COM

References:

Northdale Special Tax District
Bill Castens - Trustee
813.340.9436
Since 2005

The Henley
Monica Jones
813.977.3312

The Lodge at Lakecrest
Awilda Nardini
813.558.9800

Mezzo of Tampa Palms
Gina Dasilva
813-226-6686



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

April 7, 2026

TO: WESTCHESTER OF HILLSBOROUGH HOA, INC.
c/o THE PROPERTY GROUP OF CENTRAL FLORIDA, INC.
11902 RACE TRACK RD.
TAMPA, FL 33626

**RE: PROFESSIONAL SERVICES PROPOSAL
WESTCHESTER SPECIAL DEVELOPMENT DISTRICT
ENGINEERING CONSULTING SERVICES**

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable, please sign the form on page 3 where required and return to our office at your earliest convenience.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Tyson Waag", written over a horizontal line.

Tyson Waag, PE
Project Manager
Civil Engineering
Ph: (813) 220-0481
tyson.waag@stantec.com

Att.: As noted



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

April 7, 2026

TO: WESTCHESTER OF HILLSBOROUGH HOA, INC.
c/o THE PROPERTY GROUP OF CENTRAL FLORIDA, INC.
11902 RACE TRACK RD.
TAMPA, FL 33626

**RE: PROFESSIONAL SERVICES PROPOSAL
WESTCHESTER SPECIAL DEVELOPMENT DISTRICT
ENGINEERING CONSULTING SERVICES**

OVERVIEW

1. The Westchester Special Development District (SDD) ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for professional engineering services, as needed by the SDD Board of Supervisors and/or District Manager for any future SDD related construction, and/or SDD operation and maintenance engineering needs.
2. Consultant will attend SDD Board of Supervisor's meetings, as required and/or requested by the Board of Supervisors and/or District Manager.
3. Consultant will perform future required Southwest Florida Water Management inspections and report maintenance need to the District Manager.

SCOPE OF SERVICES

2026 Engineering Consulting Services

Consultant will prepare for and attend Board of Supervisors' meetings, as needed and requested by District Manager. Consultant will perform professional services including, but not limited to, engineering, surveying, and landscape architecture, to support the management and operation of the SDD. The services will be performed at the request of District Manager and will be billed hourly. The Southwest Florida Water Management District ("SWFWMD) periodic field inspections and reporting will also be performed under these services.



FEES

The compensation to be paid to Stantec Consulting Services Inc. for providing the services described in the Scope of Services shall be as follows:

Task	Description	Fee Type (See Note)	Fee Amount
2026	Engineering Consulting Services	T/M	\$3,000
Total			\$3,000

NOTE:

T/M = Time/Material

The estimated fee of \$3,000 is the baseline for performing general consulting tasks and will be invoiced based on T/M.

GENERAL CONDITIONS AND UNDERSTANDINGS

The attached "Professional Services Terms and Conditions" shall govern the agreement.

The final total fee may be higher or lower than the estimated fee and shall not be limited to the estimated fee. Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

E-VERIFICATION

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2023.



- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

April 7, 2026

Tyson Waag, P.E.
Project Manager

Date

April 7, 2026

Tonja L. Stewart, P.E.
Senior Project Manager

Date

Westchester Special Development District, Board Chair

Date



SCHEDULE OF FEES

Effective January 1, 2026

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$127.00
Level 4	\$138.00
Level 5	\$158.00
Level 6	\$162.00
Level 7	\$174.00
Level 8	\$184.00
Level 9	\$190.00
Level 10	\$198.00
Level 11	\$214.00
Level 12	\$226.00
Level 13	\$237.00
Level 14	\$250.00
Level 15	\$264.00
Level 16	\$291.00
Level 17	\$302.00
Level 18	\$308.00
Level 19	\$320.00
Level 20	\$332.00
Level 21	\$352.00
1 Person Field Crew	\$150.00
2 Person Field Crew	\$208.00
3 Person Field Crew	\$265.00
4 Person Field Crew	\$327.00

*Rates subject to annual increase.

Unit billings, such as printing and survey materials, will be billed at standard rates.

All other out-of-pocket expenses will be billed at cost +10%.



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be

used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

April 13, 2026

Westchester SDD
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
 WESTCHESTER SPECIAL DEPENDENT DISTRICT
 COMMUNITY MAPPING**

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable, please sign the form on page 3 where required and return to our office at your earliest convenience.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Tonja L. Stewart".

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
Fax: (813) 223-0009
tonja.stewart@stantec.com

Att.: As noted



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

April 13, 2026

TO: Westchester SDD
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
WESTCHESTER SPECIAL DEPENDENT DISTRICT
COMMUNITY MAPPING**

OVERVIEW

The Westchester Special Dependent District (SDD) ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for community mapping to support a comprehensive understanding of property ownership, easement locations, and maintenance responsibilities within the District.

SCOPE OF SERVICES

300 Community Mapping

Consultant will collect and review publicly recorded documents, including plats, deeds, and easements, as well as applicable plans available from the Southwest Water Management District (SWFWMD) website. Based on this information, Consultant will develop a set of maps identifying ownership boundaries, recorded easements, and maintenance responsibilities within the District. The maps will also include features such as ponds, wetlands, outfall structures, and other flow-way systems, but will exclude structures associated with pond inflow systems. Consultant will coordinate with the District's Field Operations Manager to confirm details of landscape maintenance areas. Land conveyances will be reviewed and coordinated with District Counsel.

FEES

The compensation to be paid to Stantec Consulting Services Inc. for providing the services described in the Scope of Services shall be as follows:



Task	Description	Fee Type (See Note)	Fee Amount
300	Community Mapping	T/M	\$ 5,000
Total			\$ 5,000

NOTE:

T/M = Time/Material

GENERAL CONDITIONS AND UNDERSTANDINGS

The attached "Professional Services Terms and Conditions" shall govern the agreement.

The final total fee may be higher or lower than the estimated fee and shall not be limited to the estimated fee. Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

E-Verification

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2023.
- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.



c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

April 7, 2026

Tonja L. Stewart, P.E.
Senior Project Manager

Date

Westchester Special Dependent District, Title

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2026

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$127.00
Level 4	\$138.00
Level 5	\$158.00
Level 6	\$162.00
Level 7	\$174.00
Level 8	\$184.00
Level 9	\$190.00
Level 10	\$198.00
Level 11	\$214.00
Level 12	\$226.00
Level 13	\$237.00
Level 14	\$250.00
Level 15	\$264.00
Level 16	\$291.00
Level 17	\$302.00
Level 18	\$308.00
Level 19	\$320.00
Level 20	\$332.00
Level 21	\$352.00
1 Person Field Crew	\$150.00
2 Person Field Crew	\$208.00
3 Person Field Crew	\$265.00
4 Person Field Crew	\$327.00

*Rates subject to annual increase.

Unit billings, such as printing and survey materials, will be billed at standard rates.

All other out-of-pocket expenses will be billed at cost +10%.

41 given the lack of watering, there should have been minimal vegetation growth requiring
 42 trimming. As a result, the Board requested further detail on the specific landscaping and
 43 irrigation work performed during this period. Items to consider adding as line items were
 44 discussed for palm trimming, and drain maintenance to include cleaning for ponds within district
 45 to make sure flooding risk is managed. The Board of Trustees reviewed and prioritized several
 46 key projects for the upcoming period. Trustees determined that the highest-priority initiatives
 47 include assessing and repairing the identified irrigation break, initiating the process to increase
 48 the assessment, mapping ponds and drainage flow patterns, and coordinating a comprehensive
 49 pond drainage study, including any necessary cleaning or repairs identified through that
 50 assessment.

51
 52 **B. Discussion of Future Meeting Dates**

53 A suggestion was made to start earlier rather than later, since historically, it is sometimes
 54 difficult to get enough Trustees together in a time crunch. Dates suggested for budgeting process
 55 are March 2, 2026 and April 20, 2026.

56
 57 **FIFTH ORDER OF BUSINESS Business Administration**

58 There being no business administration items to discuss, the Board of Trustees moved on to the
 59 next order of business.

60
 61 **SIXTH ORDER OF BUSINESS Supervisor Requests**

62 Trustees would like to see the history on the past three to four months for landscaping
 63 maintenance, and irrigation maintenance.
 64 Trustees would like to start the process to raise assessments as soon as possible.
 65 Trustees would like to discuss the management fee, specifically the discrepancy with the contract
 66 amount.

67
 68 **SEVENTH ORDER OF BUSINESS Adjournment**

69 There being no further business, the meeting was adjourned at 7:00 p.m.

70
 71
 72
 73
 74 _____
 Secretary President

**MINUTES OF MEETING
WESTCHESTER SPECIAL DEPENDENT DISTRICT**

A meeting of the Governing Board of Trustees of the Westchester Special Dependent District was held on Wednesday, August 20, 2025, and called the meeting to order at 6:00 p.m. at the Maureen B. Gauzza Regional Library, located at 11211 Countryway Boulevard, Tampa, Florida 33626.

Present and constituting a quorum were:

- | | |
|-----------------|----------------|
| Cyndi Moses | President |
| Tim Schultz | Vice President |
| David Maughn | Trustee |
| Alain de Delva | Trustee |
| Emily Brushwood | Trustee |
| Shelley Wimbs | Trustee |

Also present were:

- | | |
|-----------------|--|
| Alize Aninipot | District Manager, Inframark |
| Alba Sanchez | District Manager, Inframark |
| Jennifer Goldyn | Director of District Services, Inframark |
| Sergio Inguanzo | District Accountant, Inframark |
| Lucus McDonald | Accounting Supervisors, Inframark |

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

A quorum was established.

SECOND ORDER OF BUSINESS

Adoption of the agenda

There being no amendments,

On MOTION by Ms. Moses, seconded by Mr. Schultz, with all in favor, the agenda was approved as presented. (6-0)

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

FOURTH ORDER OF BUSINESS

Consent Agenda

The meeting began with Ms. Aninipot introducing the review of the financials, referencing documents from October 31, 2024, to July 2025, and providing hard copies for the period from January to July 2025. Ms. Moses raised a concern over the R&M General category, specifically regarding a change in the "R&M General" category, which decreased from \$29,030 to \$3,835. Ms. Moses explained the historical use of the "R and M General" category for project-related funds and expressed concern over the recent change, noting a \$22,000 discrepancy. The Board of

August 20, 2025 Meeting

Westchester SDD

47 Trustees confirmed the category's location under the "field" section of the budget, while Mr.
 48 Inguanzo mentioned issues with audio clarity during the discussion. Ms. Aninipot and Ms. Goldyn
 49 clarified that the presentation was not for adoption and that any concerns raised would be addressed
 50 before final approval. Ms. Moses then questioned the "use of fund balance, carryover balance"
 51 category, with Ms. Aninipot explaining its role in budget amendments. Lastly, Ms. Aninipot and
 52 Ms. Goldyn discussed the recent transition of staff and stressed the need for continuity in budget
 53 management moving forward.

54

55 **FIFTH ORDER BUSINESS**

Business Items

56 **A. Selection of Audit Committee**

57 Ms. Aninipot suggests the Board of Trustees as the selection committee for audit
 58 proposals.

59

60 **B. Discussion of Setting the 1st Audit Committee Meeting**

61 Ms. Aninipot proposed setting a date for the first audit committee meeting, noting
 62 that it is typically scheduled for the same day as a regular Board meeting. The Board
 63 of Trustees agreed to hold the first audit committee meeting on the same day as the
 64 regularly scheduled meeting. Following this, Ms. Wimbs inquired about the
 65 frequency of audit committee meetings. Ms. Aninipot responded that the Board of
 66 Trustees has the flexibility to determine the frequency, whether on a monthly or
 67 quarterly basis.

68

69 **C. Discussion of Special Dependent District Ownership**

70 Ms. Aninipot provided the board with an update on the progress of a new ownership
 71 map for Westchester, which is expected to be completed by September or at the
 72 next scheduled meeting. Ms. Moses and other Board members engaged in a
 73 discussion about the history and current state of property management, highlighting
 74 ongoing issues with ponds and landscaping. Management emphasized the
 75 importance of Board of Trustees actively monitoring property conditions and
 76 promptly reporting any concerns. Additionally, the Board of Trustees expressed
 77 concern about a pond that had drained following a recent road construction project,
 78 suggesting that the issue warrants further investigation.

79

80 **D. Presentation of Fiscal Year 2025-2026 Proposed Budget**

81 The Board of Trustees adopted the officer designations and the goals and objectives
 82 for Fiscal Year 2025–2026. During the discussion, Ms. Moses and other Board of
 83 Trustees raised questions regarding the budget, particularly the use of fund balance
 84 and carryover balance. In response, Ms. Aninipot clarified the distinction between
 85 reserves in a Homeowners' Association and those in a special district and further
 86 explained the County's expectations for budget allocations and usage. The Board
 87 of Trustees agreed to follow up on certain financial questions, with Ms. Aninipot
 88 providing additional information for clarification.

89

90

91

August 20, 2025 Meeting

Westchester SDD

92 **E. Consideration of Resolution 2025-02, Adopting the Fiscal Year 2025-2026**
93 **Meeting Schedule**

94 Ms. Aninipot proposes adopting the meeting schedule for fiscal year 2025-2026,
95 with meetings in September 2025 and May and August 2026.

96
97 The Board of Trustees has agreed to adopt the meeting schedule for September 8,
98 2025, at 6 PM.
99

100 On MOTION by Mr. De Delva, seconded by Ms. Bushwood, with all in favor, Resolution
101 2025-02, Setting September 8, 2025, as the next meeting date.

102
103 **F. Consideration of Resolution 2025-03, Designating Officers**

104 Ms. Goldyn explains the designation of officers, including Ms. Moses as President,
105 Mr. Schultz as Vice President, and other Board of Trustees as Trustees.
106

107 **G. Consideration of Resolution 2025-04, Adopting the Goals and Objectives**

108 The Board of Trustees adopts the officer designations and goals and objectives for
109 the fiscal year 2025-2026.
110

111 On MOTION by Ms. Moses, seconded by Mr. Schultz, with all in favor, Resolution 2025-04,
112 Adopting the Goals and Objectives was approved.

113
114 **SIXTH ORDER OF BUSINESS** **Audience Comments**

115 There were no audience comments.
116

117 **SEVENTH ORDER OF BUSINESS** **Trustees Requests**

118 Ms. Moses inquired about the requirement for ethics training and agreed to confirm the matter
119 with District Counsel. The Board of Trustees also discussed the need for additional training and
120 resources, with Ms. Aninipot tasked to follow up on these requests.
121

122 **EIGHTH ORDER OF BUSINESS** **Adjournment**

123 Ms. Aninipot calls for a motion to adjourn the meeting.
124

125 On MOTION by Mr. De Delva, seconded by Ms. Brushwood, with all in favor, the meeting was
126 adjourned at 7:05 p.m. (6-0)

127
128

129 Signed by:
130 
131 Assistant Secretary
132

129 Signed by:
130 
131 President
132

**MINUTES OF MEETING
WESTCHESTER SPECIAL DEPENDENT DISTRICT**

A meeting of the Governing Board of Trustees of the Westchester Special Dependent District was held on Wednesday, October 29, 2025, and called the meeting to order at 6:00 p.m. at the Maureen B. Gauzza Regional Library, located at 11211 Countryway Boulevard, Tampa, Florida 33626.

Present and constituting a quorum were:

- | | |
|-----------------|---|
| Cyndi Moses | President |
| Tim Schultz | Vice President |
| Alain de Delva | Trustee |
| Emily Brushwood | Trustee |
| Shelley Wimbs | Trustee |
| Jay Juarbe | Trustee |
| Judy Beall | Trustee (<i>appointed during the meeting</i>) |

Also present were:

- | | |
|----------------|------------------------------------|
| Alize Aninipot | District Manager, Inframark |
| Mark Vega | Senior District Manager, Inframark |
| Andy Cohen | District Counsel |

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

A quorum was established.

SECOND ORDER OF BUSINESS

Adoption of the agenda

There being no amendments,

On MOTION by Mr. De Delva, seconded by Mr. Schultz, with all in favor, the agenda was approved as presented.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

FOURTH ORDER OF BUSINESS

Special Business Items

A. Acceptance of Resignation

On MOTION by Ms. Wimbs, seconded by Ms. Brushwood, with all in favor, the Board of Trustees accepted David Maughn Resignation of Seat 5.

October 29, 2025 Meeting

Westchester SDD

47 **B. Consideration of Board Resume**

48

49 On MOTION by Ms. Moses, seconded by Mr. De Delva, with all in favor, the Board of Trustees
50 Appointed Judy Beall to Seat 5 of the Westchester Special Dependent District Board.

51

52 **C. Consideration of Resolution 2026-01, Designating Officers**

53

54 On MOTION by Mr. De Delva, seconded by Mr. Schultz, with all in favor, the Board of Trustees
55 Adopted Resolution 2026-01, Designating Officers.

56

57 **FIFTH ORDER BUSINESS**

Staff Reports

58 **A. Landscape Report**

59 Tabled.

60

61 **B. Irrigation Report**

62 Tabled.

63

64 **C. District Manager Report**

65 No updates at this time.

66

67 **SIXTH ORDER OF BUSINESS**

Business Items

68 **A. Consideration of Audit Engagement Letter**

69

70 On MOTION by Ms. Beall, seconded by Mr. Schultz, with all in favor, the Board of Trustees
71 accepted the Audit Engagement Letter.

72

73 **B. Public Hearing on the Fiscal Year 2025-2026 Final Budget**

74

75 On MOTION by Ms. Beall, seconded by Mr. De Delva, with all in favor, the Board of Trustees
76 Opened the Public Hearing on the Fiscal Year 2025-2026 Final Budget.

77

78 **1. Consideration of Resolution 2026-02, Adopting the Final Budget**

79

80 On MOTION by Ms. Wimbs, seconded by Ms. Moses, with all in favor, the Board of Trustees
81 Adopted Resolution 2026-02, Adopting the Final Budget

82

83 On MOTION by Ms. Beall, seconded by Ms. Moses, with all in favor, the Board of Trustees
84 Closed the Public Hearing on the Fiscal Year 2025-2026 Final Budget.

85

86 **C. Consideration of Resolution 2026-03, Adopting the Fiscal Year 2025-2026
87 Meeting Schedule**

88 The Board of Trustees meetings will be on the first Monday of every month.

89

90

October 29, 2025 Meeting

Westchester SDD

On MOTION by Mr. De Delva, seconded by Ms. Brushwood, with all in favor, the Board Adopted Resolution 2026-03, Adopting the Fiscal Year 2025-2026 Meeting Schedule.

D. Consideration of High-Yield Checking

On MOTION by Mr. Schultz, seconded by Ms. Moses, with all in favor, the Board of Trustees approved the High-Yield Checking.

SEVENTH ORDER OF BUSINESS Consent Agenda

A. Consideration of the Meeting Minutes of August 20, 2025

The Board of Trustees requested a change to line item 45 from "honorary general" to "R&M General".

On MOTION by Ms. Moses, seconded by Ms. Beall, with all in favor, the meeting minutes August 20, 2025, were approved as amended.

B. Review of the September 2025 Financial

On MOTION by Ms. Beall, seconded by Ms. Wimbs, with all in favor, the Board of Trustees accepted the September 2025 Financial.

EIGHTH ORDER OF BUSINESS Audience Comments

There were no audience comments.

NINTH ORDER OF BUSINESS Trustees Requests

The Board of Trustees has requested three quotes for pressure washing all the medians.

Ms. Moses asked Ms. Aninipot to confirm with Mr. Cohen whether she is required to complete ethics training. Ms. Moses mentioned that she attempted to complete the training but received a message indicating that it was not necessary.

Ms. Beall noted that she will not be available for the meeting on December 1st.

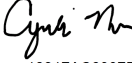
Additionally, the Board of Trustees seeks clarification of the requirements for a quorum to raise assessments for Westchester SDD.

TENTH ORDER OF BUSINESS Adjournment

Ms. Aninipot calls for a motion to adjourn the meeting.

On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the meeting was adjourned at 7:14 p.m.

Signed by: 
74085AAE8E6A487
Assistant Secretary

Signed by: 
18317AC6007E46D
President

RESOLUTION 2025-02

A RESOLUTION OF THE WESTCHESTER SPECIAL DEPENDENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026

WHEREAS, the Westchester Special Dependent District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 189, Florida Statutes, and situated entirely within Hillsborough County, Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2025/2026 annual meeting schedule as attached in **Exhibit A**;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WESTCHESTER SPECIAL DEPENDENT DISTRICT:

1. The Fiscal Year 2025/2026 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 29th DAY OF OCTOBER 2025.

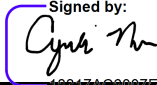
ATTEST:

WESTCHESTER SPECIAL DEPENDENT DISTRICT

Signed by:

 74085AAE8E6A487

 Assistant Secretary

Signed by:

 10317AC0007E40D...

 President/Vice President

EXHIBIT A**WESTCHESTER
SPECIAL DEPENDENT DISTRICT
FY 2025/2026 MEETING SCHEDULE**

The Westchester Special Dependent District will conduct its regular monthly meetings for the Fiscal Year 2025/2026 at 6:00 p.m. and will be held at the Maureen B. Gauzza Public Library, located at 11211 Countryway Blvd. Tampa, Florida 33626. The meeting dates are as follows:

Monday, December 1, 2025
Monday, January 5, 2026
Monday, February 2, 2026
Monday, March 2, 2026
Monday, April 6, 2026
Monday, May 4, 2026
Monday, June 1, 2026
Monday, July 6, 2026
Monday, August 3, 2026
Monday, September 7, 2026

In accordance with Chapter 286, F.S., the public is advised that if a person decides to appeal any decision made by the Board of Trustees with respect to any matter considered at these meetings, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All meeting facilities are accessible in accordance with the Americans with Disabilities Act. Any additional necessary accommodation will be provided with 48-hour notice. For more information call (407) 566-1935.

Alize Aninipot
District Manager

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTCHESTER SPECIAL DEPENDENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF TRUSTEES IN CONJUNCTION WITH THE GENERAL ELECTION

WHEREAS, the Westchester Special Dependent District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 189, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Trustees of the Westchester Special Dependent District (hereinafter the "Board") seeks to implement Section 189, Florida Statutes and to instruct the Hillsborough County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

WHEREAS, the Trustees has requested the District adopt a Resolution confirming the District's use of the Trustees for the purpose of conducting the District's future trustees elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Trustees for the purpose of conducting the District's trustees elections in conjunction with the General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WESTCHESTER SPECIAL DEPENDENT DISTRICT:

Section 1. The Board is currently made up of the following individuals: Cyndi Moses, Tim Schultz, Alain de Delva, Judy Beall, Jay Juarbe, Emily Brushwood, and Shelley Wimbs.

Section 2. The term of office for each member of the Board is as follows:

Alain de Delva	Seat 1	four year - expires 9/2028
Tim Schultz	Seat 2	four year - expires 9/2026
Jay Juarbe	Seat 3	four year - expires 9/2028
Cyndi Moses	Seat 4	four year - expires 9/2028
Judy Beall	Seat 5	four year - expires 9/2026
Shelley Wimbs	Seat 6	four year - expires 9/2026
Emily Brushwood	Seat 7	four year - expires 9/2026

Section 3. Seat 2 currently held by Tim Schultz, Seat 5 currently held by Judy Beall, Seat 6 currently held by Shelley Wimbs, and Seat 7 currently held by Emily Brushwood are scheduled for the General Election in November 2026.

Section 4. Pursuant to Section 189, Florida Statutes, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

Section 5. The term of office for the individuals to be elected to the Board in the November 2026 General Election is four years.

Section 6. The new Board of Trustees members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Trustees to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 4TH DAY OF MAY 2026.

ATTEST:

**WESTCHESTER SPECIAL
DEPENDENT DISTRICT**

Assistant Secretary

President