



Westchester Special Dependent District

June 1, 2026

Final Agenda Package

TEAMS MEETING INFORMATION

MEETING ID: 216 044 731 380 329 PASSCODE: 8b56Bi3Y

<https://teams.microsoft.com/join/216044731380329?p=QFiFsQRDCs598uFwYr>

2005 Pan Am Circle, Suite 300
TAMPA, FL 33607

CLEAR PARTNERSHIPS



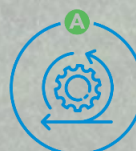
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Westchester Special Dependent District

Governing Body Members

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

District Staff

Alize Aninipot, District Manager
Andy Cohen, District Counsel
Tyson Waag, District Engineer
Sergio Inguanzo, District Accountant
Melinda Gallo, District Admin

Regular Meeting Agenda

Monday, June 1, 2026, at 6:00 p.m.

The Regular Meeting of the **Westchester Special Dependent District** will be held on Monday, June 1, 2026, at 6:00 p.m. at Maureen B. Gauzza Regional Library, 11211 Countryway Boulevard, Tampa, Florida 33626. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Join:

<https://teams.microsoft.com/meet/216044731380329?p=QFIFsQRDCs598uFwYr>

Meeting ID: 216 044 731 380 329 **Passcode:** 8b56Bi3Y

Dial-in by Phone: +16468381601 **Pin:** 399285650

THE REGULAR MEETING OF THE BOARD OF TRUSTEES

- 1. CALL TO ORDER/ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

4. STAFF REPORTS

A. District Accountant

- i. Review of April 2026 Financials Page 3

B. Landscape

- i. Consideration of Revised FLA Landscape Maintenance Agreement Page 16
- ii. Consideration of FLA Surcharge Letter Page 43
- iii. Consideration of Revised Davey Landscape Maintenance Agreement Page 44
- iv. Consideration of Davey Property Enhancement Proposal Page 65
- v. Discussion of Irrigation Leak

C. Aquatics Report

D. District Engineer

- i. Review of Ownership Maps..... Page 67

E. District Manager

i. District Manager Report..... Page 69

**ii. Consideration of Resolution 2026-06, Approving the Fiscal Year 2027
Proposed Budget and Setting a Public Hearing**..... Page 70

5. BUSINESS ITEMS

A. Acceptance of Seat 2 Resignation..... Page 78

B. Consideration of Resolution 2026-07, Designating Officers of the District..... Page 79

6. BUSINESS ADMINISTRATION

A. Consideration of Minutes from the Meeting held May 4, 2026..... Page 80

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT

Westchester Special Dependent District

Financial Report

June 1, 2026

CLEAR PARTNERSHIPS



Table of Contents

FINANCIAL STATEMENTS

Balance Sheet - All Funds	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	Pages 2 - 3

SUPPORTING SCHEDULES

Special Assessments - Collection Schedule(s)	Page 4
Cash and Investment Report	Page 5
Bank Reconciliation	Page 6
Payment Register by Fund	Page 7 - 8

**Westchester
Special Dependent District**

Financial Statements

(Unaudited)

April 30, 2026

Balance Sheet
April 30, 2026

ACCOUNT DESCRIPTION	TOTAL
<u>ASSETS</u>	
Cash - Checking Account	\$ 79,334
Accounts Receivable	50
Deposits	1,700
TOTAL ASSETS	\$ 81,084
<u>LIABILITIES</u>	
Accounts Payable	\$ -
Accrued Expenses	168
TOTAL LIABILITIES	168
<u>FUND BALANCES</u>	
Nonspendable:	
Deposits	1,700
Unassigned:	
	79,216
TOTAL FUND BALANCES	\$ 80,916
TOTAL LIABILITIES & FUND BALANCES	\$ 81,084

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-26 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 200	\$ 194	97.00%	\$ 29
Interest - Tax Collector	-	65	0.00%	-
Special Assmnts- Tax Collector	78,028	74,466	95.43%	4,627
Special Assmnts- Discounts	(3,901)	(2,780)	71.26%	-
TOTAL REVENUES	74,327	71,945	96.80%	4,656
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Legal Services	2,600	1,673	64.35%	-
ProfServ-Mgmt Consulting	12,000	7,000	58.33%	1,000
Auditing Services	2,400	2,500	104.17%	-
Contract-Website Hosting	670	503	75.07%	168
Postage and Freight	100	1	1.00%	1
Insurance - General Liability	6,440	5,830	90.53%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	1,500	1,279	85.27%	448
Misc-Assessment Collection Cost	1,561	1,434	91.86%	93
Misc-Contingency	100	105	105.00%	15
Office Supplies	50	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	27,646	20,500	74.15%	1,725
<u>Field</u>				
Contracts-Lake and Wetland	3,483	2,084	59.83%	299
Contracts-Landscape	22,278	12,996	58.34%	1,857
Contracts-Irrigation	660	385	58.33%	55
Utility - Water	16,000	614	3.84%	19
R&M-General	52,457	3,000	5.72%	1,800
R&M-Fertilizer	240	140	58.33%	20
R&M-Irrigation	-	127	0.00%	53
Misc-Contingency	100	119	119.00%	17
Total Field	95,218	19,465	20.44%	4,120
TOTAL EXPENDITURES	122,864	39,965	32.53%	5,845

WESTCHESTER SDD**General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-26 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(48,537)	31,980	-65.89%	(1,189)
Net change in fund balance	\$ (48,537)	\$ 31,980	-65.89%	\$ (1,189)
FUND BALANCE, BEGINNING (OCT 1, 2025)	48,936	48,936		
FUND BALANCE, ENDING	\$ 399	\$ 80,916		

**Westchester
Special Dependent District**

Supporting Schedules

April 30, 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
04/06/26	4,534	-	93	4,627	4,627
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	\$ 70,252	\$ 2,780	\$ 1,434	\$ 74,466	\$ 74,466
% COLLECTED				99.37%	99.37%
TOTAL OUTSTANDING				\$ 473	\$ 473

Cash & Investment Report
April 30, 2026

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Municipal Interest Checking	TD Bank	0.43%	\$ 79,334
		Total	\$ <u>79,334</u>

Bank Account Statement

Westchester SDD

Bank Account No. 4104
Statement No. 04-26

Statement Date 04/30/2026

G/L Account No. 101002 Balance	79,334.09	Statement Balance	81,521.83
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	81,521.83
Subtotal	79,334.09	Outstanding Checks	-2,187.74
Negative Adjustments	0.00	Ending Balance	79,334.09
Ending G/L Balance	79,334.09		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
04/30/2026	Payment	100098	TIMES PUBLISHING	Inv: 87086-042626			-387.00
04/30/2026	Payment	100099	INFRAMARK LLC	Inv: 177197, Inv: 1166451			-1,800.74
Total Outstanding Checks							-2,187.74

WESTCHESTER SDD**Payment Register by Fund**

For the Period from 04/01/2026 to 04/30/2026

(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 # 100091								
001	04/08/26	INFRAMARK LLC	175408	APR 2026 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$1,000.00	
001	04/08/26	INFRAMARK LLC	175408	APR 2026 MGMT SVCS	Misc-Contingency	549900-51301	\$15.00	
							Check Total	<u>\$1,015.00</u>
CHECK # 100092								
001	04/08/26	INNERSYNC	INV-SN-894	WEBSITE MAINT 10/1/24 9/30/25	Contract-Website Hosting	534384-51301	\$167.50	
							Check Total	<u>\$167.50</u>
CHECK # 100093								
001	04/08/26	FLA LANDSCAPES AND LAWNS	58417	MAR 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$775.00	
001	04/08/26	FLA LANDSCAPES AND LAWNS	58417	MAR 2026 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$55.00	
001	04/08/26	FLA LANDSCAPES AND LAWNS	58417	MAR 2026 LANDSCAPE MAINT	R&M-Fertilizer	546026-53901	\$20.00	
001	04/08/26	FLA LANDSCAPES AND LAWNS	58417	MAR 2026 LANDSCAPE MAINT	Misc-Contingency	549900-53901	\$17.00	
							Check Total	<u>\$867.00</u>
CHECK # 100094								
001	04/22/26	DAVEY TREE EXPERT COMPANY	920395449	APR 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$1,081.50	
							Check Total	<u>\$1,081.50</u>
CHECK # 100095								
001	04/22/26	BUSINESS OBSERVER, INC.	26-01227H	NOTICE OF WORKSHOP	Legal Advertising	548002-51301	\$61.25	
							Check Total	<u>\$61.25</u>
CHECK # 100096								
001	04/22/26	FLA LANDSCAPES AND LAWNS	58693	APR 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$775.00	
001	04/22/26	FLA LANDSCAPES AND LAWNS	58693	APR 2026 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$55.00	
001	04/22/26	FLA LANDSCAPES AND LAWNS	58693	APR 2026 LANDSCAPE MAINT	R&M-Fertilizer	546026-53901	\$20.00	
001	04/22/26	FLA LANDSCAPES AND LAWNS	58693	APR 2026 LANDSCAPE MAINT	Misc-Contingency	549900-53901	\$17.00	
001	04/22/26	FLA LANDSCAPES AND LAWNS	58530	IRRIG REPAIRS	R&M-Irrigation	546041-53901	\$52.75	
							Check Total	<u>\$919.75</u>
CHECK # 100097								
001	04/22/26	SOLITUDE LAKE MANAGEMENT LLC	PSI258894	APR 2026 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$298.97	
							Check Total	<u>\$298.97</u>
CHECK # 100098								
001	04/30/26	TIMES PUBLISHING	87086-042626	REVISED MEETING SCHEDULE	Legal Advertising	548002-51301	\$387.00	
							Check Total	<u>\$387.00</u>

WESTCHESTER SDD

Payment Register by Fund

For the Period from 04/01/2026 to 04/30/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
----------	------	-------	-------------	---------------------	--------------------------	---------------	-------------

CHECK # 100099

001	04/30/26	INFRAMARK LLC	177197	MAR 2026 POSTAGE	Postage and Freight	541006-51301	\$0.74
001	04/30/26	INFRAMARK LLC	1166451	PRESSURE WASHING CENTER ISLAND MEDIANS	R&M-General	546001-53901	\$1,800.00

Check Total \$1,800.74

Fund Total \$6,598.71

Total Checks Paid \$6,598.71

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**” or “**Contract**”) is made and entered into this 1st day of June 2026, by and between:

Westchester Special Dependent District, a dependent district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (“**District**”), and **FLA Landscapes and Lawns, Inc.** a Florida For-Profit Corporation, authorized to do business in the State of Florida, with an address of 3223 County Line Road East, Lutz, FL 33559 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the proposal attached hereto as **Exhibit A** (“**Work**”), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** (“**Landscape Maintenance Area**”), both of which are incorporated herein by this reference. Notwithstanding, both the Contractor and District agree by signature below that only the Scope of Services and the irrigation specification of **Exhibit A** is incorporated and any general terms and conditions, such as general terms, payment terms, additional terms are conditions, etc. are not incorporated and will be in fact governed by the terms of this Agreement. To the extent of any conflict between the Exhibits and this Agreement, this Agreement shall govern. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably

adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in the Contract. Contractor shall perform the Work as specifically described in Exhibit A. Any services not expressly identified in Exhibit A shall be considered Additional Work and shall require prior written authorization by the District through a written change order, additional proposal, or amendment to this Agreement, such additional work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall

provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request, at no additional charge.

v. The Contractor shall perform the Work in the areas specified by the District Representative ("Landscape Maintenance Area"). Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in a change in the price for the Work as reflected in the Contract.

H. *Deficiencies.* The District shall identify and promptly notify the Contractor of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. The Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days. Contractor and the District recognize that time is of the essence with this Agreement and

that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, charge the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from [REDACTED], 2026, to [REDACTED], 2027, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to three (3) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. *Compensation.* As compensation for the Work, the District agrees to pay Contractor an amount of Ten Thousand Five Hundred Six and 00/100 Dollars (**\$10,506.00**) per year (“**Contract Price**”), comprised of Eight Hundred Seventy-Five and 50/100 Dollars (**\$875.50**) monthly. The Contract Price may be increased annually beginning [REDACTED], 2027 upon mutual, written agreement of the Parties as to the amount of such increase. Any increase agreed by the Parties shall be reflected in the District’s adopted budget for the applicable fiscal year.

C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not covered in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval from the District. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services. The Contractor shall be compensated for such agreed-upon additional work and/or services at an agreed-upon amount by both parties. Contractor agrees to negotiate in good faith on such pricing for any such additional work or services. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. *Payments by the District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each

sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70, et seq., *Florida Statutes*, these monthly invoices on undisputed amounts are due and payable within forty five (45) days of receipt by the District for undisputed amounts.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it

provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$500,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

iv. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) on a primary and non-contributory basis as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. *Successors.* This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. *Attorneys' Fees.* In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate

proceedings as well as fees and costs incurred in determining entitlement to and reasonableness of such amounts.

G. Agreement. This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. Exhibit A attached herein is incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibit A, this instrument shall control. As referenced above, the general terms, including but not limited to general terms, payment terms, additional terms and conditions, of Exhibit A are specifically superseded by this Agreement and such terms and conditions shall no force or effect.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Westchester Special Dependent District
c/o Alize Anipot
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
aanipot@inframark.com

With a copy to: Persson, Cohen,
Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: District Counsel

B. If to Contractor: FLA Landscapes and Lawns
3223 County Line Road East
Lutz, FL 33559
Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Hillsborough County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALIZE ANINIPOT, AT 656-207-2410, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

N. *Severability.* The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

P. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the

Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

U. Non-Coerced Labor. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**WESTCHESTER SPECIAL
DEPENDENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

FLA LANDSCAPES AND LAWNS, INC.

By: _____
Its: _____

By: _____
Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map

**EXHIBIT
A**



May 28, 2026

Westchester Tax District
Countryway Blvd
Tampa FLA 33626
Attn: Alize Aninipot
Property Manager

Dear Miss Aninipot,

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.

FLA Landscapes and Lawns 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,

Dave Doreo
Managing Partner
Enclosures



"Your Lawn Team"

May 28, 2026

PROPOSAL / AGREEMENT

for

LANDSCAPE MAINTENANCE

at

Westchester Tax District

prepared by

**Dave Doreo
Managing Partner
706.832.2970
Dave@yourlawnteam.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 FLA Landscapes and 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, then from Oct 1st to April 30th every other week. 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 will be performed to maintain a neat appearance on the property two (2) times per year at no charge. This is a major clearing of fallen leaves using our **Leaf Vac System**. Fallen leaves will be removed from both turf and paved 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)

9. **Quarterly Reports:** Quarterly landscape reports will be provided January, April, July and October. These to include general landscape condition, recommendations for upgrades/replacement, irrigation issues and fertilization application dates.

Additional Core Services may be provided, at the request of the client. FLA Landscapes and 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

FLA Landscapes and 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.

FLA Landscapes and 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.

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

Payment Terms

FLA Landscapes and Lawns agrees to perform the Core Services in the manner prescribed, for a total annual amount of **\$10506.00 per year for 1 year payable in 12 monthly installments of \$875.50** 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 3% increase in service contract rate will commence at the beginning of the second year of contract services and every subsequent year thereafter. 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 _____ 11/1 _____, 2026 and renew annually on _____ 11/1 _____ 2027. The parties agree that either party may terminate this agreement with 90 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, FLA Landscapes and 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 FLA Landscapes and 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 FLA Landscapes and 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:
FLA Landscapes and Lawns

Approved and accepted for:
Westchester Tax District

By: _____

Dave Doreo

Date: _____

Date: _____

Westchester Tax District

30-Day Landscape Maintenance Plan

May 28, 2026

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.
6. A complete and comprehensive annual color program will be designed and implemented, considering client's desire, site conditions and seasonal availability. All annuals will be contract grown to assure uniformity and to maximize size and quality, if applicable.

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 that are included in the program are listed below with a brief description and frequency of service.

1. Prune Trees – The selective pruning, one time per contract period, of all woody ornamentals in common areas with trees less than eight feet (8) in height to balance infiltrating light, to remove dead wood harboring insects and disease, to promote maximum health and growth. Trees will be pruned to twelve feet (12ft) above roadways for waste disposal vehicles. Additional fees may be applicable for equipment rental for trees or palms with excessive height.
2. Turf Pre-Emergent – The application of pre-emergent weed control products to the turf areas one time 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 one time 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 monthly. 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- Leaf rakings can be done in lieu of mowing or for an additional charge. Management will alert FLA Landscapes and Lawns when leaf raking is to be done by emailing dave@yourlawnteam.com.

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:
FLA Landscapes and Lawns

Approved and accepted for:
Westchester Tax District

Dave Doreo

By: _____

Date: _____

Date: _____

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 FLA Landscapes and Lawns personnel will be performed at that time.
3. If we are called to the property to repair damage caused by FLA Landscapes and 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 FLA Landscapes and 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 FLA Landscapes and Lawns for repairs at a billable rate of **\$ 65** 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:
FLA Landscapes and Lawns

Approved and accepted for:
Westchester Tax District

Dave Doreo

By: _____

Date: _____

Date: _____

Exhibit To the Proposal / Agreement for Landscape Maintenance

Exhibit To the Proposal / Agreement for Landscape Maintenance, 2021: FLA Landscapes and Lawns dba FLA Landscapes and Lawns, hereafter known as "FLA Landscapes and Lawns",

And

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

_____ (Client Address)

_____ (Client City, State Postal Code)

Additional Terms and Conditions

General Terms

FLA Landscapes and 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. FLA Landscapes and 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 FLA Landscapes and Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S.A 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, FLA Landscapes and 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, FLA Landscapes and 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 FLA Landscapes and Lawns' control
- Failure of Client to maintain irrigation system in effective working condition
- Refusal to irrigate for needs of plants
- Power failures beyond FLA Landscapes and 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 FLA Landscapes and Lawns cannot guarantee the effectiveness of such treatments.

Bio-Hazards / Hazardous Materials

Unless specifically included in the scope of work FLA Landscapes and 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

FLA Landscapes and 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

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

Insurance

FLA Landscapes and 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 FLA Landscapes and Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of FLA Landscapes and Lawns, its agents or employees.

Subcontractors

FLA Landscapes and 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 FLA Landscapes and 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 FLA Landscapes and Lawns at least thirty (30) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. FLA Landscapes and Lawns shall not accept any deduction or offset unless such written notice is given and FLA Landscapes and Lawns agrees to the offset.

Assignment

The Client and FLA Landscapes and Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. FLA

Landscapes and Lawns can assign or transfer any interest in this Agreement without written consent of the other party.

Holidays: FLA Landscapes and 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 ninety (90) days written notice to the other party.

This Agreement may be terminated by FLA Landscapes and Lawns for non-payment by the Client, upon ten (10) business days written notice as stated above. Client shall be entitled to cure any deficiencies of 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.

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.

FLA Landscapes and Lawns

Client Name

3223 County Line Road East
Address

Address

Lutz, FL 33559
City / State / Zip

City / State / Zip:

By: _____
Signature

By: _____
Signature

Dave Doreo

Name

Title

Title

Date

Date

Client Information Form

1. Certificate of Insurance:

A. Certificate holder name and mailing address and contact info (phone and email)

Phone:	Email

2. Primary Contact: If different than above

Name		
Company		
Address		
phone		Email

3. Property location (include name of property):

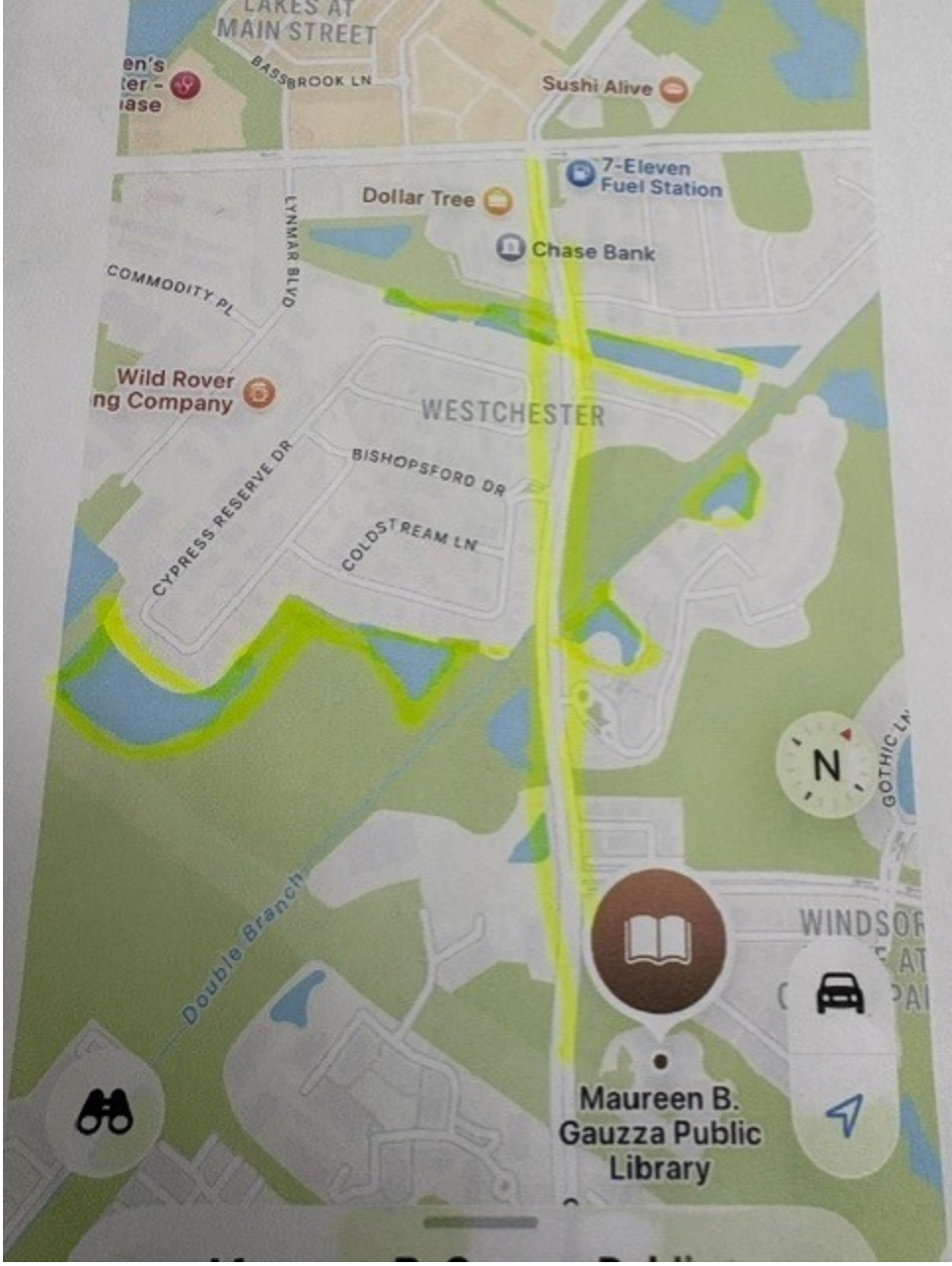
4. Onsite Contact Person: if different than above

Name
Phone
Email

5. Any Special Insurance Requirements? If yes, provide copy of requirements or sample certificate.



**EXHIBIT
B**



WESTCHESTER SPECIAL DEPENDENT DISTRICT

HUMAN TRAFFICKING AFFIDAVIT - S. 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____ , hereinafter referred to as the “Affiant,” who after being duly sworn hereby swears or affirms as follows:

1. Affiant is over eighteen years of age. The following information is given from Affiant’s own personal knowledge.

2. Affiant is an officer or representative of _____, a non-governmental entity, hereinafter referred to as the “Entity.” Affiant is authorized to provide this affidavit on behalf of the Entity.

3. Affiant hereby attests, under penalty of perjury, that the Entity does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

Signature of Affiant

By: _____

For: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public of the State of Florida

My Commission Expires:



June 1, 2024

Dear Valued Customer,

At FLA Landscapes and Lawns we would like to thank you for your continued loyalty and business. We are consistently working hard to minimize our costs and pass those savings on to you while providing the highest quality of service in order to give your property a better value.

Keeping the impact of the rising cost of fuel has been an example of our efforts. Even though we have incurred increased costs from our vendors and suppliers, as well as directly at the pump, we have diligently sought to find creative ways to which allow us not to have to pass on these increased costs to you, our valued customer. We purchased onsite fuel tanks and subsequently placed 2 employees with the task of filling up all our equipment and vehicles with fuel three times per week. Although there is no actual savings realized in the cost per gallon with having onsite fueling, we were able to successfully reduce the labor costs associated with having multiple 3 to 6 person crews using gas stations to fill the equipment and vehicles. We are able to increase our companies absorbable base cost for the price of fuel to \$3.50 per gallon. Based on prudent research we are happy to say that as a company our absorbable base cost is much higher than that of others in our industry.

As I am sure that you are aware, fuel prices have spiraled upward over the past several months, and presently are consistently higher than they have ever been in our history. We have again acted in good faith in our attempt to resist seeking relief, but this burden has grown unsustainable. We had hoped that this would be a short term inconvenience, but it looks as if it will last longer than expected. Due to the critical nature of the current situation, and the reality that fuel is used in literally every aspect of our company, we can no longer continue to absorb these increased costs.

We do not view a fuel surcharge as a means of making additional profit. This fuel surcharge actually only a covers a portion of recovery needed for the higher costs we are incurring. Starting April 1, 2022 we enacted the following:

1. A 2% monthly charge on the monthly contract amount, i.e. if your contract is \$2,000 per month you would see a line item for \$40 fuel surcharge for months with an average fuel cost in excess of \$ 3.50 per gallon to \$ 4.25 per gallon.
2. If gas costs rise above \$4.25/gallon the fuel surcharge will increase .5% per .25 cent a gallon. See outlined breakdown:
 - \$4.25 - 2.5%
 - \$4.50 - 3.0%
 - \$4.75 - 3.5%
 - \$5.00 – 4.0% and so forth
3. When fuel falls below \$3.50 a gallon we will eliminate the fuel surcharge.

We appreciate your support and understanding in this matter. Please contact us if you have any questions. Our direct office number is (813)909-1861.

Sincerely,

James Sciandra
President

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**” or “**Contract**”) is made and entered into this 1st day of June 2026, by and between:

Westchester Special Dependent District, a dependent district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (“**District**”), and **The Davey Tree Expert Company**, a Foreign For-Profit Corporation, authorized to do business in the State of Florida, with an address of 1500 N. Mantua St., Kent, Ohio 44240 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the proposal attached hereto as **Exhibit A** (“**Work**”), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** (“**Landscape Maintenance Area**”), both of which are incorporated herein by this reference. Notwithstanding, both the Contractor and District agree by signature below that only the Maintenance Services of **Exhibit A** is incorporated and the “**Service Terms**” is not incorporated and will be in fact governed by the terms of this Agreement. To the extent of any conflict between the Exhibits and this Agreement, this Agreement shall govern. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which

adjustments shall not result in change in the price for the Work as reflected in the Contract. Contractor shall perform the Work as specifically described in Exhibit A. Any services not expressly identified in Exhibit A shall be considered Additional Work and shall require prior written authorization by the District through a written change order, additional proposal, or amendment to this Agreement, such additional work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request, at no additional charge.

v. The Contractor shall perform the Work in the areas specified by the District Representative ("Landscape Maintenance Area"). Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in a change in the price for the Work as reflected in the Contract.

H. *Deficiencies.* The District shall identify and promptly notify the Contractor of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. The Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the

District Representatives, the District shall have the rights to, among other remedies available at law or in equity, charge the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from [REDACTED], 2026, to [REDACTED], 2027, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to three (3) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. *Compensation.* As compensation for the Work, the District agrees to pay Contractor an amount of Twelve Thousand Nine Hundred Seventy-Eight and 00/100 Dollars (**\$12,978.00**) per year (“**Contract Price**”), comprised of One Thousand Eighty One and 50/100 Dollars (**\$1,081.50**) monthly. The Contract Price may be increased annually beginning [REDACTED], 2027 upon mutual, written agreement of the Parties as to the amount of such increase. Any increase agreed by the Parties shall be reflected in the District’s adopted budget for the applicable fiscal year.

C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not covered in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval from the District. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services. The Contractor shall be compensated for such agreed-upon additional work and/or services at an agreed-upon amount by both parties. Contractor agrees to negotiate in good faith on such pricing for any such additional work or services. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. *Payments by the District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each

sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70, et seq., *Florida Statutes*, these monthly invoices on undisputed amounts are due and payable within forty five (45) days of receipt by the District for undisputed amounts.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it

provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$500,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

iv. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) on a primary and non-contributory basis as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. *Successors.* This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. *Attorneys' Fees.* In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate

proceedings as well as fees and costs incurred in determining entitlement to and reasonableness of such amounts.

G. Agreement. This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. Exhibit A attached herein is incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibit A, this instrument shall control. As referenced above, the general terms the “Service Terms” of Exhibit A are specifically superseded by this Agreement and such terms and conditions shall no force or effect.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Westchester Special Dependent District
c/o Alize Aninipot
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
aaninipot@inframark.com

With a copy to: Persson, Cohen,
Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: District Counsel

B. If to Contractor: The Davey Tree Expert Company
1500 N. Mantua St.,
Kent, Ohio 44240
Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Hillsborough County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALIZE ANINIPOT, AT 656-207-2410, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

N. *Severability.* The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

P. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the

Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

U. Non-Coerced Labor. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**WESTCHESTER SPECIAL
DEPENDENT DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

WITNESS:

**THE DAVEY TREE EXPERT
COMPANY**

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map

EXHIBIT
A



PROPOSAL TO:

Inframark
2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

SERVICE ADDRESS:

Countryway Blvd
Odessa, FL 33626



Maintenance Services

DETAILED

Davey Commercial Landscape Services is a landscape management firm providing a complete range of grounds related services to the real estate development industry and to homeowner associations. This service is accomplished by coordinating the efforts of skilled professionals. The key to the success of our firm has been to have this compliment of professionals complete all contracted services on a scheduled basis. By consolidating the total landscape management responsibilities and acquiring the services of a professional firm such as Davey, a property manager can eliminate the finger pointing that can occur when a number of firms are involved with various landscape operations.

Through the employment of quality-minded professionals we are certain Davey can continually EARN your business. We will deliver a well maintained landscape using the following Scope of Work as a guideline.

A. IRRIGATION MAINTENANCE

1. Check clock(s) and valves during each visit to insure proper operation. Adjust and clean sprinkler heads as needed, perform minor repairs.
2. Monitor all landscape areas each visit to ensure adequate water is being provided by system.
3. Any repairs except for damage done by Davey will be billed Time and Material at the rate of \$85.00 per hour plus materials. Only upon approval will these items be repaired and will the Owner be billed extra for these repairs. Existing system must be brought to operable condition prior to normal maintenance commencement.
4. Community will receive a monthly irrigation report in writing for all zones.

B. MECHANICAL LAWN MAINTENANCE

1. **TURF EDGING AND TRIMMING.** All road edges, sidewalks and plant beds shall be edged with a mechanical edger in conjunction with each mowing. All obstacles including utility poles, signs, transformers etc.

will be trimmed as needed in conjunction with each mowing.

2. **MOWING.** All areas improved with St. Augustine and Bahia turf shall be mowed to a height of 3" - 4" on a weekly basis the months of May thru September, bi-weekly the months of October thru April for a total of (38) mowing visits annually.





C. SHRUB BED AND TREE MAINTENANCE

1. Prune all shrub material as needed to keep a neat and even appearance throughout the course of the year.

D. TRASH & DETAIL

1. Collect trash and debris during each day crew is on site.
2. Monitor the entire site for any landscape irregularities and recommend action to correct.

E. TREE – SHRUB NUTRITION & PEST CONTROL

1. Fertilize all plants using a fertilizer with a balanced (N-P-K) ratio plus trace elements and iron during April and October.
2. Fertilize all palms (excluding Cabbage palms) with a special palm fertilizer containing Mg, Mn, and Fe during March and October.
3. Apply plant insect and disease control as needed.

F. ANNUAL FLOWER INSTALLATION

Not included in contract. Proposal can be submitted upon request.

G. MULCHING

Not included in contract. Proposal can be submitted upon request.





J. REMEDIAL LANDSCAPE WORK ORDERS

Upon request, Davey would be pleased to offer quotations on any project not included in this scope that may be included in the following list of services rendered:

- Landscape design and installation
- Drainage system design and installation
- Grading
- Sodding, plugging and seeding
- Tree trimming and removal
- Bush Hog mowing
- Tree injection and surgery
- Borer control on trees
- Horticultural consulting
- Aquatic weed and algae control
- Mulching
- Annual flower planting

Price Total (A-J):\$ _____

**** Fuel surcharge, in the amount of 1.9% of the invoice, will be added until further notice.**

PRICING AND PAYMENT TERMS

Total Program Cost: \$ 12,978.00

Billing Options:

A. Monthly Billing: Total Program Cost can be invoiced in equal monthly installments over 12 months from **June 1, 2026 to May 31, 2027**

B. Cost per month: \$ 1,081.50

Yes, please bill me monthly

or:

B. I prefer to be invoiced as services are performed:

Weekly or **Monthly**

Contract Extension Options:

By checking the box(es) below, you are acknowledging that you would like to extend the terms of this contract through the following calendar years.

1-year extension

Contract Total \$

2-year extension



AUTHORIZATION

We, the undersigned client, have read and agree to the above grounds management proposal and accept its terms. Davey is authorized to proceed pursuant to this contract.

Accepted by:

Company Name Here

Authorized Signature

Date

Printed Name

Title

Proposed by:

The Davey Tree Expert Company

Authorized Signature

Date

Prices quoted are guaranteed if the contract is signed within 60 days of issue.

SERVICE TERMS

Davey Commercial Landscape Services, a division of The Davey Tree Expert Company (“Davey”), proposes to furnish all necessary labor, materials, equipment and supervision to perform grounds management services at the above noted service address (the “Site”). Our scope of work will be based on the client-approved services under the terms of this Grounds Management Contract (the “Contract”).

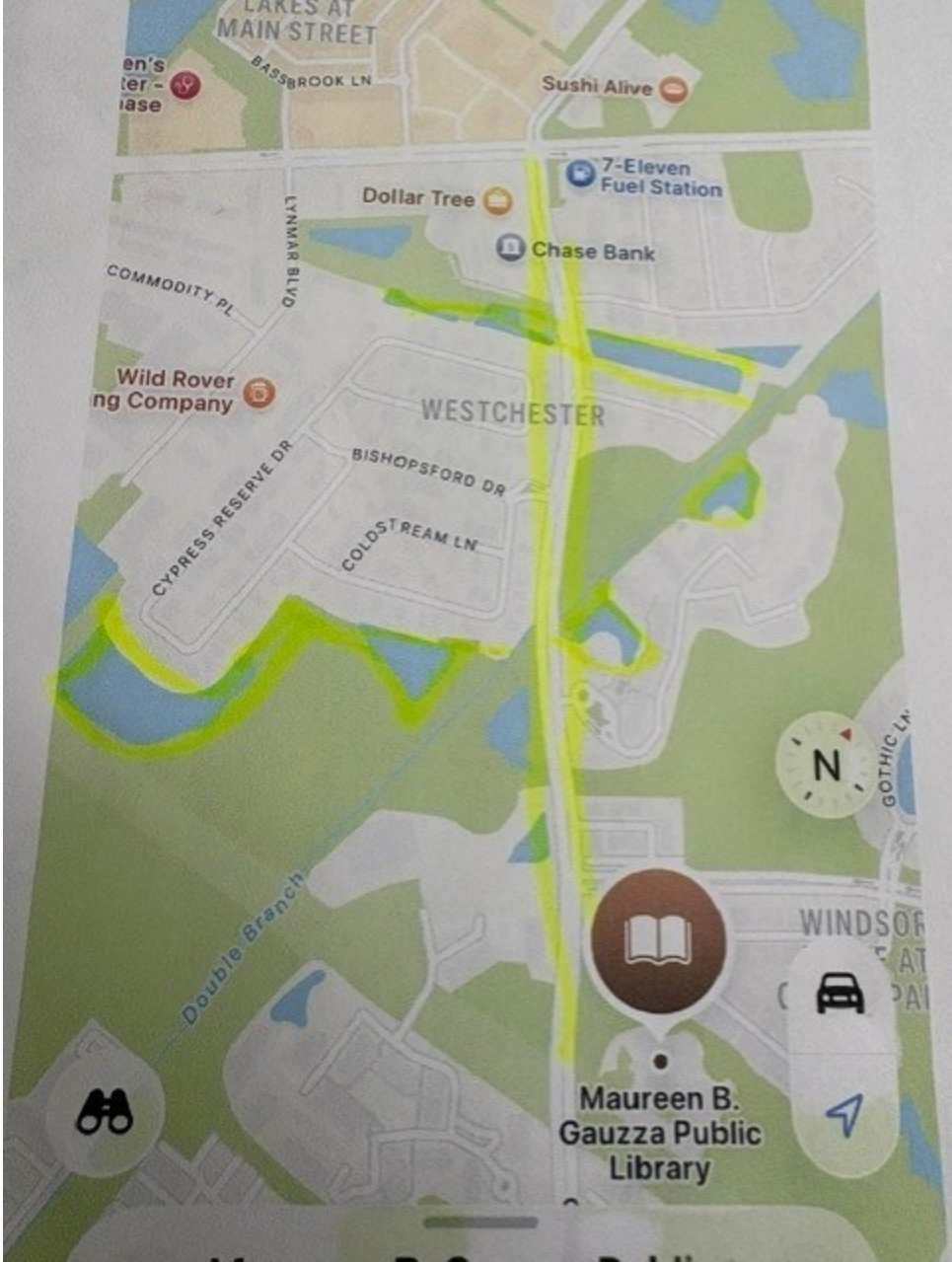
Uniformed, professionally trained, and properly supervised personnel shall perform all work. Landscape debris generated from Davey’s work will be removed from the site at the end of each working day.

Davey will maintain in effect throughout the term of this Contract the necessary insurance and worker’s compensation coverage required by law. Certificates of Insurance and references will gladly be provided upon request.

Additional services not included in the original contract must be approved in writing by an authorized representative before Davey can proceed. Program costs do not include applicable sales tax. If the client chooses to cancel or delay normal weekly services, additional costs may be incurred due to additional time required to perform these delayed tasks.

On the contract anniversary date this contract automatically renews from year to year with an increase of 3% or CPI whichever is greater unless cancelled by either party with 30 days written notice received prior to the anniversary date. Upon cancellation, payment is due within 10 days for all services performed and unpaid. If billing option “A- monthly level billing” is chosen, the billed amount is not indicative of actual services performed. Accounts which are 30 days past due will accrue interest at a rate of one and one-half percent (1.5%) per month. Accounts with outstanding balances over 60 days may have services suspended until the account becomes current.

**EXHIBIT
B**



WESTCHESTER SPECIAL DEPENDENT DISTRICT

HUMAN TRAFFICKING AFFIDAVIT - S. 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____ , hereinafter referred to as the “Affiant,” who after being duly sworn hereby swears or affirms as follows:

- 1. Affiant is over eighteen years of age. The following information is given from Affiant’s own personal knowledge.
- 2. Affiant is an officer or representative of _____, a non-governmental entity, hereinafter referred to as the “Entity.” Affiant is authorized to provide this affidavit on behalf of the Entity.
- 3. Affiant hereby attests, under penalty of perjury, that the Entity does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

Signature of Affiant

By: _____

For: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public of the State of Florida

My Commission Expires:

PEP Reference

Number: 31402
 Proposed Date: 5/21/2026

Enhancement: Clean out
 Job Type: Other
 Job Site: Westchester Tax District
 Customer: Westchester Tax District
 Contact: Alize Email: na
 Proposed By: April Pursley Email: na

Supporting Photos and Drawings

Photo / Drawing 1 and notes



Option 3 - Vision for medians 2-4. Will leave palms in place. Inner median with Pink Muhly Grass, Outer ring of Coontie Palms and Sunshine Mimosa ground cover. All Florida Native, drought tolerant plants.

Photo / Drawing 2 and notes

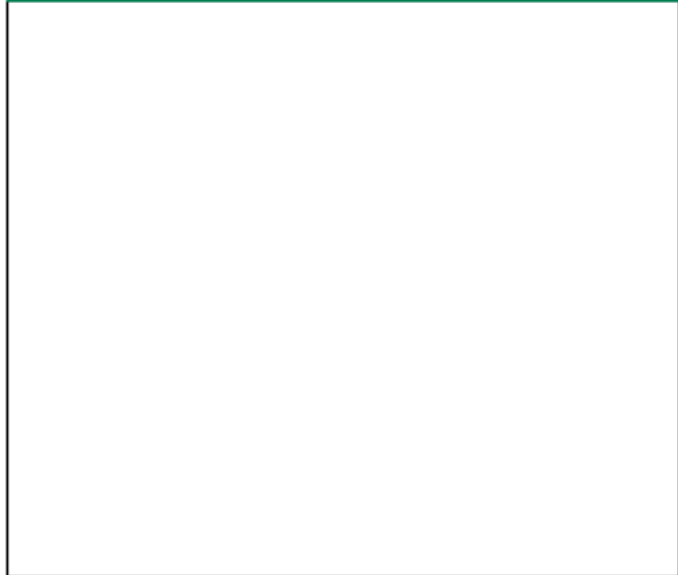


Photo / Drawing 3 and notes



Photo / Drawing 4 and notes





WESTCHESTER SPECIAL DEPENDENT DISTRICT

District Manager Report – JUNE 2026

- 1 more meeting for this FY to approve the FY 2027 Final Budget
- Reminder the Trustees up for election are seat 2 Tim S., seat 5 Judy B, seat 6 Shelley Wimbs and seat 7 Emily B.

CLEAR PARTNERSHIPS



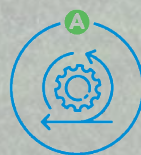
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTCHESTER SPECIAL DEPENDENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a Proposed Operating and/or Debt Service Budget (“Proposed Budget”) for Fiscal Year 2027; a copy of which is attached hereto, and

WHEREAS, the Board of Trustees has considered said Proposed Budget and desires to set the required Public Hearing thereon;

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

1. The Proposed Budget proposed by the Manager for Fiscal Year 2027 is hereby approved as the basis for conducting a Public Hearing to adopt said Proposed Budget.

2. The Hearing will be held the following date, time and location:

Date: Monday, August 3, 2026
Hour: 6:00 p.m.
Location: Maureen B. Gauzza Regional Library
11211 Countryway Boulevard
Tampa, Florida 33626

3. Notice of this Public Hearing shall be published in the manner prescribed by the District’s enabling Ordinance, procedures of Hillsborough County and as otherwise required by Florida Law.

4. In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post this Proposed Budget on the District’s website at least two days before the Public Hearing date, as set forth in Section 2.

Adopted this 1st day of June, 2026.

President

Secretary



Westchester
Special Dependent District

FISCAL YEAR 2027
PROPOSED BUDGET

June 1, 2026

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT



Westchester
Special Dependent District

Operating Budget
FY 2027



Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
General Fund 001

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 3/31/2026	April- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Interest - Investments	\$200.00	\$163.00	\$165.70	\$328.70	64%	\$150.00
Interest - Tax Collector	\$0.00	\$65.00	\$0.00	\$65.00	0%	\$0.00
Special Assmnts- Tax Collector	\$78,028.00	\$69,839.00	\$8,189.00	\$78,028.00	0%	\$78,028.00
Special Assmnts- Discounts	-\$3,901.00	-\$2,780.00	\$0.00	-\$2,780.00	-29%	-\$3,901.40
Special Assmt- Direct Bill	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL REVENUES	\$74,327.00	\$67,287.00	\$8,354.70	\$75,641.70	2%	\$74,276.60
OTHER FUNDING SOURCES						
Use of Fund Balance (Carry-over Balance)	\$48,537.00	\$0.00	\$0.00	\$0.00	-100%	\$68,033.80
TOTAL OTHER FUNDING SOURCES						
TOTAL REVENUE AND OTHER FUNDING	\$122,864.00	\$67,287.00	\$8,354.70	\$75,641.70		\$142,310.40
EXPENDITURES						
<i>Administrative</i>						
ProfServ-Legal Services	\$2,600.00	\$1,673.00	\$927.00	\$2,600.00	0%	\$2,600.00
ProfServ-Mgmt Consulting	\$12,000.00	\$6,000.00	\$6,000.00	\$12,000.00	0%	\$12,360.00
Auditing Services	\$2,400.00	\$2,500.00	\$0.00	\$2,500.00	4%	\$2,500.00
Contract-Website Hosting	\$670.00	\$335.00	\$335.00	\$670.00	0%	\$670.00
Postage and Freight	\$100.00	\$0.00	\$100.00	\$100.00	0%	\$100.00
Insurance - General Liability	\$6,440.00	\$5,830.00	\$0.00	\$5,830.00	-9%	\$6,063.20
Printing and Binding	\$50.00	\$0.00	\$50.00	\$50.00	0%	\$50.00
Legal Advertising	\$1,500.00	\$831.00	\$669.00	\$1,500.00	0%	\$1,500.00
Misc-Assessment Collection Cost	\$1,561.00	\$1,341.00	\$220.00	\$1,561.00	0%	\$1,560.56
Misc-Contingency	\$100.00	\$90.00	\$10.00	\$100.00	0%	\$100.00
Office Supplies	\$50.00	\$0.00	\$50.00	\$50.00	0%	\$0.00
Annual District Filing Fee	\$175.00	\$175.00	\$0.00	\$175.00	0%	\$175.00
Reserves	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total Administrative	\$27,646.00	\$18,775.00	\$8,361.00	\$27,136.00	-2%	\$27,678.76
<i>Field</i>						
Contracts-Lake and Wetland	\$3,483.00	\$1,785.00	\$1,793.82	\$3,578.82	3%	\$3,587.64
Contracts-Landscape	\$22,278.00	\$11,139.00	\$11,139.00	\$22,278.00	0%	\$22,278.00
Contracts-Irrigation	\$660.00	\$330.00	\$330.00	\$660.00	0%	\$660.00
Utility - Water	\$16,000.00	\$595.00	\$604.86	\$1,199.86	-93%	\$16,000.00
R&M-General	\$52,457.00	\$1,200.00	\$1,219.89	\$2,419.89	-95%	\$71,566.00
R&M-Fertilizer	\$240.00	\$120.00	\$120.00	\$240.00	0%	\$240.00
Misc-Contingency	\$100.00	\$102.00	\$0.00	\$102.00	2%	\$100.00
R&M Irrigation	\$0.00	\$74.00	\$75.23	\$149.23	0%	\$200.00
	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total Field	\$95,218.00	\$15,345.00	\$15,282.80	\$30,627.80	-68%	\$114,631.64
TOTAL EXPENDITURES	\$122,864.00	\$34,120.00	\$23,643.80	\$57,763.80	-53%	\$142,310.40
Revenues minus Expenditures	\$0.00	\$33,167.00	-\$15,289.10	\$17,877.90	0%	\$0.00
Net change in fund balance	-\$48,537.00	\$33,167.00	-\$15,289.10	\$17,877.90	-137%	-\$68,033.80
FUND BALANCE, BEGINNING	\$48,537.00	\$48,537.00	\$0.00	\$48,537.00	0%	\$66,414.90
FUND BALANCE, ENDING	\$0.00	\$81,704.00	-\$15,289.10	\$66,414.90	0%	-\$1,618.90

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating account.

Special Assessments - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditure during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

ProfServ-Legal Services

The District's Attorney, Persson and Cohen provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Trustees and the District Manager.

ProfServ-Mgmt Consulting

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Contracts-Website Hosting

SDD website services (hosting, support, and training) and SDD ongoing PDF accessibility services to comply with new State Statutes.

Postage and Freight

This item refers to the cost of materials and services to produce agendas and conduct day-to-day business of the District.

Insurance - General Liability

The District has a General Liability & Public Officials liability insurance policy with Preferred Governmental Insurance Trust. PGIT specializes in providing insurance coverage to governmental agencies.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for Board meetings and other public hearings in the newspaper of general circulation.

Budget Narrative
Fiscal Year 2027

Administrative (continue)

Misc-Assessment Collection Cost

The District reimburses the Hillsborough County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Misc-Contingency

This represents any additional expenditure that may not have been provided for in the budget.

Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

Field

Contracts-Lake and Wetland

The District has a contract to maintain the lakes for the District.

Contracts-Landscape

The District has a contract to maintain the landscape for the District.

Contracts-Irrigation

The District has a contract to maintain the irrigation for the District.

Utility - Water

The District has monthly water expenses with B.O.C.C.

R&M-General

This is to cover non-contractual expenses of the District.

R&M-Fertilizer

This fertilizer service for the District.

R&M-Irrigation

Landscape Maintenance, Inc. will provide irrigation services.

Misc-Contingency

This represents any additional expenditure that may not have been provided for in the budget.



Westchester

Special Dependent District

Supporting Budget Schedule

FY 2027



WESTCHESTER
Special Dependent District

**Comparison of Assessments Rates
Fiscal Year 2027 vs. Fiscal Year 2026**

Category	Product	General Fund 001			# of
		FY 2027	FY 2026	% Chg	Units/FF
1	Single Family	\$67.77	\$67.77	0%	368
2	Non-Single Family parcels with frontage on Countryway Blvd. within the boundaries of Westchester	\$14.00	\$14.00	0%	3738
3	Owned by HOAs, POAs, and Exempt Entities	\$0.00	\$0.00	n/a	0
4	Non-Single Family Parcels Embedded within Other Non-Single Family Parcels	\$67.77	\$67.77	0%	11
					4,117

Gallo, Melinda

From: Tim Schultz <tmstz12@gmail.com>
Sent: Wednesday, May 27, 2026 7:43 AM
To: Alize Aninipot
Subject: Westchester SDD

This Message Is From an External Sender
This message came from outside your organization. Please use caution when clicking links.

Good morning Alize,

Please accept this email as my formal resignation from the Westchester SDD board.

Thank you,

Tim Schultz

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTCHESTER SPECIAL DEPENDENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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 (hereinafter the "Board") of the District desires to redesignate the Officers of the District.

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

Section 1. The following persons are elected to the offices shown, to wit:

- _____ is appointed President
- _____ is appointed Vice President.
- _____ is appointed Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Treasurer.
- _____ is appointed Assistant Treasurer.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of June 2026.

WESTCHESTER SPECIAL DEPENDENT DISTRICT

President/ Vice President, Board of Trustees

ATTEST:

Secretary / Assistant Secretary

**MINUTES OF REGULAR MEETING
WESTCHESTER SPECIAL DEPENDENT DISTRICT**

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The regular meeting of the Governing Board of Trustees of the Westchester Special Dependent District was held on Monday, May 4, 2026, and called the meeting to order at 6:02 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 |
| Shelley Wimbs | Trustee |
| Jay Juarbe | Trustee |
| Judy Beall | Trustee |
| Emily Brushwood | Trustee |

Also present, either in person or via communication media technology, were:

- | | |
|----------------|--|
| Alize Aninipot | District Manager Inframark |
| Mike Eunson | Solitude Lake Management |
| April Pursley | Davey Landscaping |
| Tyson Waag | District Engineer, Stantec Engineering |
| Tom Mootz | United Land Services |
| Cecil Gester | United Land Services |
| Jeff Hewett | Sprinkler Solutions |
| Dave Dorio | Florida Landscapes |

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Roll Call

Roll was called establishing a quorum and the meeting was called to order at 6:02 p.m.

SECOND ORDER OF BUSINESS

Approval of the agenda

On MOTION by Ms. Beall, seconded by Ms. Brushwood, with all in favor, the agenda was approved. (5-0).

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There being no audience present, the Board moved to the next order of business.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Accountant

1. Acceptance of the February 2026 Check Register and Financials

Westchester SDD
May 4, 2026 Meeting

45 On MOTION by Ms. Moses, seconded by Ms. Beall, with all in favor, the February 2026 Check
46 Register and Financials were accepted. (5-0)

47
48

49 **2. Acceptance of the March 2026 Check Register and Financials**

50

51 On MOTION by Ms. Beall, seconded by Ms. Wimbs, with all in favor, the March 2026 Check
52 Register and Financials were accepted. (5-0)

53

54 **3. Discussion of Fiscal Year 2027 Proposed Budget**

55

56 The Board discussed the proposed Fiscal Year 2027 budget. Discussion ensued regarding the
57 proposed budget amount, projected costs, and potential funding considerations related to irrigation
58 system repairs and additional leak detection efforts. District staff advised that the budget was
59 currently being kept flat and that carry forward funds would be utilized to address the known
\$16,000 irrigation leak repair.

60 The Board further discussed the potential need for a referendum to increase assessments should
61 additional costs arise from future leak repairs or ownership responsibilities identified through the
62 system audit. District Counsel recommended that staff be authorized to proceed with the
63 referendum process, if necessary, due to applicable County deadlines and the length of the process.
64 Staff noted that estimated costs and ownership determinations for any additional leaks would be
65 needed as soon as possible to determine whether a referendum would be required.

66

67 On MOTION by Ms. Moses, seconded by Ms. Beall, with all in favor, staff was authorized to
68 proceed with the referendum process related to the FY 2027 Budget, if deemed necessary. (5-
69 0)

70

71 **B. Landscape Report**

72 **1. Discussion of Irrigation Leak**

73 Mr. Hewett presented the findings related to the irrigation leak investigation. Representatives
74 from United Land Services also presented their findings regarding the irrigation system leak and
75 related conditions within the community.

76 Mr. Waag provided recommendations regarding potential repair options. Board Members
77 discussed the findings and the need for additional information before determining the full scope of
78 repairs.

79 **2. Consideration of Sprinkler Solution Irrigation Leak Repair Proposal**

Westchester SDD
May 4, 2026 Meeting

80 The Board considered the Sprinkler Solution irrigation leak repair proposal identified as
81 Proposal No. 408516 in the amount of \$15,871.05.

82 **3. Consideration of United Landscape Services Irrigation Leak Repair Proposal**
83

84 On MOTION by Ms. Wimbs, seconded by Ms. Beall, with all in favor, the United Land Services
85 Irrigation Leak Repair Proposal No. 229055, in the amount of \$16,708.20, was approved. (5-0)

86
87 **4. Consideration of United Land Services System Audit Proposal**
88

89 On MOTION by Ms. Moses, seconded by Ms. Brushwood, with all in favor, the United Land
90 Services System Audit Proposal No. 229196, in the amount of \$2,851.95, was approved. (5-0)

91
92 **5. Consideration of Davey Storm Contract Agreement**

93 The Board considered the Davey Storm Contract Agreement. Discussion ensued regarding the
94 agreement provisions and the benefits associated with storm response services. It was noted that
95 the agreement would allow the District to receive first priority service in the event of a tropical
96 storm or hurricane event.

97
98 On MOTION by Ms. Wimbs, seconded by Ms. Brushwood, with all in favor, the Davey Storm
99 Contract Agreement was approved. (5-0)

100
101 **6. Discussion of Davey Landscaping Contract**

102 The Board discussed the Davey Landscaping Contract, including clarification of the median
103 maintenance scope of work and associated contract exhibits. Discussion also ensued regarding the
104 WetCheck battery-operated controller system and related maintenance responsibilities.
105 The Board discussed entering into a new contract inclusive of Exhibits "A" and "B" and the revised
106 scope of work. The revised contract amount discussed was \$1,081.50.

107
108 On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the new Davey
109 Landscaping Contract, inclusive of Exhibits "A" and "B" and the revised scope of work, was
110 approved. (5-0)

111
112 **7. Consideration of Fuel Surcharge – Davey**

113 The Board considered the proposed fuel surcharge adjustment from Davey Landscaping.
114 Discussion ensued regarding the increase in fuel-related operational costs and the impact on the
115 landscaping contract. It was noted that the proposed surcharge reflected an increase to 1.91%.

116

Westchester SDD
May 4, 2026 Meeting

117 On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the new Davey
118 Landscaping Contract, inclusive of Exhibits “A” and “B” and the revised scope of work, was
119 approved. (5-0)

120
121 **8. Discussion of FLA Landscaping Contract**

122 The Board discussed the FLA Landscaping Contract, including the areas maintained under the
123 contract identified as the “red” and “yellow” areas on the maintenance map. Discussion ensued
124 regarding a proposed 3% increase to the contract amount, which was discussed at approximately
125 \$806.00.

126 It was noted that a revised contract and updated maintenance map would be provided for Board
127 review. Mr. Dorio advised that a quarterly report for the Board would also be added as part of the
128 contract discussion.

129 **C. Aquatics Report**

130 **1. Discussion of Aquatics Contract**

131 The Board discussed the Aquatics Contract and the services currently being provided,
132 including water quality control, trash pickup, and routine inspections conducted throughout the
133 community ponds and aquatic areas.

134 Discussion ensued regarding pond outflow conditions and whether the structures had previously
135 been inspected. The Board referenced as-built plans and discussed potential ownership and
136 maintenance responsibilities involving the HOA and the South Florida Water Management
137 District.

138 **2. Discussion of Pond Maintenance**

139 The Board discussed the scope of pond maintenance services and requested that quarterly
140 reports be provided for Board review moving forward. Discussion also ensued regarding drainage
141 and water flow concerns throughout the community.

142 The Board requested any available notes, reports, or documentation from 2021 related to drainage
143 and water flow conditions for further review and historical reference.

144
145 On MOTION by Mr. Juarbe, seconded by Ms. Beall, with all in favor, quarterly pond
146 maintenance reports were requested from Solitude Lake Management. (5-0)

147
148 **D. District Manager**

149 **1. Consideration of Engineer Consulting Services Proposal**

150 The Board considered the Engineer Consulting Services Proposal for interim engineering
151 services on an as-needed basis. Discussion ensued regarding the proposed annual budget, included

Westchester SDD
May 4, 2026 Meeting

152 South Florida Water Management District compliance services, and hourly billing structure based
153 on time and labor.

154 It was noted that the proposal contemplated an annual budget of approximately \$3,000, with
155 District Counsel recommending that engineering services not exceed \$35,000 annually without
156 additional Board consideration. The proposal also included an hourly rate of \$198 per hour, with
157 an estimated 15 hours per year.

158

159 On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the Engineer Consulting
160 Services Proposal was approved. (5-0)

161

162 **2. Consideration of Community Map Proposal**

163 The Board considered the Community Map Proposal in the amount of \$5,000. Discussion
164 ensued regarding the preparation timeline for the map, with staff noting that approximately one
165 month would be needed for completion and review of the map materials.

166 The Board requested that the map include drainage flow and pond inflow information and further
167 discussed reviewing areas where conditions and water flow patterns may have changed throughout
168 the years.

169

170 On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the Community Map
171 Proposal was approved. (5-0)

172

173 **3. Discussion of Raising Assessments**

174 The Board discussed the potential need to raise assessments in connection with the Fiscal Year
175 2027 Budget and anticipated infrastructure and maintenance costs. Discussion ensued regarding
176 the authority for staff to make necessary budget adjustments and proceed with increases, if
177 required, to address District operational needs and ongoing repair efforts.

178

179 On MOTION by Mr. Juarbe, seconded by Ms. Brushwood, with all in favor, District staff was
180 authorized to make necessary budget increases related to the Fiscal Year 2027 Budget, if needed.
181 (5-0)

182

183 **4. Discussion of Inframark Contract Increase**

184 Ms. Aninipot explained to the Board that the original Inframark contract amount was \$11,000
185 and that, in 2020, the Board approved an increase to \$12,000.

186 Ms. Aninipot further advised that, for Fiscal Year 2027, Inframark was requesting a 3%
187 increase to the contract amount, increasing the annual amount from \$12,000 to \$12,360.

Westchester SDD
May 4, 2026 Meeting

188 **5. Discussion of Creating Trustee Liaison Roles**

189 The Board discussed the creation of Trustee liaison roles for various operational areas within
190 the District. Discussion ensued regarding Board Member assignments and responsibilities
191 associated with aquatics, financials, irrigation, and landscaping matters.

192 The Board discussed assigning Ms. Brushwood as the liaison for aquatics matters and
193 assigning Ms. Beall and Mr. Juarbe as liaisons for irrigation and landscaping matters. The Board
194 also discussed the need for vendors to provide schedules for onsite work activities to improve
195 coordination and communication with the Board.

196
197 On MOTION by Mr. Juarbe, seconded by Ms. Moses, with all in favor, Ms. Brushwood was
198 appointed liaison for aquatics matters and Ms. Beall and Mr. Juarbe were appointed liaisons for
199 irrigation and landscaping matters. (5-0)

200
201 **FIFTH ORDER OF BUSINESS Business Administration**

202 **A. Consideration of the Meeting Minutes from February 2, 2026**

203 On MOTION by Mr. Juarbe, seconded by Ms. Beall, with all in favor, the Meeting Minutes
204 from February 2, 2026, were approved. (5-0)

- 205
- 206 **B. Ratification of the Amended Meeting Minutes from August 20, 2025**
- 207 **C. Ratification of the Amended Meeting Minutes from October 29, 2025**
- 208 **D. Ratification of Revised Resolution 2025-02; Setting FY 2025-2026 Meeting Schedule**
- 209 **E. Ratification of Resolution 2026-05; General Elections**
- 210

211 On MOTION by Ms. Moses, seconded by Ms. Beall, with all in favor, the Amended Meeting
212 Minutes from August 20, 2025, Amended Meeting Minutes from October 29, 2025, Revised
213 Resolution 2025-02; Setting FY 2025-2026 Meeting Schedule, and Resolution 2026-05;
214 General Elections were ratified. (5-0)

215
216 **SIXTH ORDER OF BUSINESS Supervisor Requests**

217 There were no supervisor requests at this time.

218 **SEVENTH ORDER OF BUSINESS Adjournment**

219 There being no further business, the meeting was adjourned.

220
221 On MOTION by Mr. Jabari, seconded by Ms. Beall, with all in favor, the meeting was adjourned
222 at 8:06 p.m. (5-0)

223
224
225
226 _____
Secretary

_____ President