



Westchester Special Dependent District

July 6, 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
Judy Beall, Vice President
Alain de Delva, Trustee
Jay Juarbe, Trustee
Emily Brushwood, 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, July 6, 2026, at 6:00 p.m.

The Regular Meeting of the **Westchester Special Dependent District** will be held on Monday, July 6, 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 Engineer

- i. Review of Updated Maintenance Map..... Page 4

B. District Accountant

- i. Acceptance of May 2026 Financials Page 5

C. Landscape

- i. Consideration of FLA Fuel Surcharge Letter..... Page 16
- ii. Consideration of FLA Landscapes and Lawns Landscape Maintenance Proposal..... Page 17

D. Aquatics Report

- i. Discussion of Aquatics Service
- ii. Consideration of SOLitude Lake Management Annual Pond Maintenance Contract Page 28

E. District Manager

i. District Manager Report

ii. Consideration of Resolution Adopting Fiscal Year 2027 Budget..... Page 37

5. BUSINESS ITEMS

A. Ratification of United Land Services Countryway Mainline Discovery Proposal Page 45

B. Ratification of Sprinkler Solutions of Florida Invoice No. 68388 Page 46

6. BUSINESS ADMINISTRATION

A. Consideration of Minutes from the Meeting held June 1, 2026..... Page 47

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT



Westchester Special Dependent District

Financial Report

May 31, 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

**Westchester
Special Dependent District**

Financial Statements

(Unaudited)

May 31, 2026

Balance Sheet
May 31, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<u>ASSETS</u>	
Cash - Checking Account	\$ 76,343
Accounts Receivable	50
Prepaid Items	16
Deposits	1,700
TOTAL ASSETS	\$ 78,109
<u>LIABILITIES</u>	
Accounts Payable	\$ 16
TOTAL LIABILITIES	16
<u>FUND BALANCES</u>	
Nonspendable:	
Prepaid Items	16
Deposits	1,700
Unassigned:	
	76,377
TOTAL FUND BALANCES	\$ 78,093
TOTAL LIABILITIES & FUND BALANCES	\$ 78,109

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-26 ACTUAL
REVENUES				
Interest - Investments	\$ 200	\$ 223	111.50%	\$ 29
Interest - Tax Collector	-	65	0.00%	-
Special Assmnts- Tax Collector	78,028	74,806	95.87%	340
Special Assmnts- Discounts	(3,901)	(2,770)	71.01%	10
TOTAL REVENUES	74,327	72,324	97.31%	379
EXPENDITURES				
Administration				
ProfServ-Legal Services	2,600	1,758	67.62%	85
ProfServ-Mgmt Consulting	12,000	8,000	66.67%	1,000
Auditing Services	2,400	2,500	104.17%	-
Contract-Website Hosting	670	335	50.00%	(168)
Postage and Freight	100	1	1.00%	-
Insurance - General Liability	6,440	5,830	90.53%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	1,500	1,279	85.27%	-
Misc-Assessment Collection Cost	1,561	1,441	92.31%	7
Misc-Contingency	100	120	120.00%	15
Office Supplies	50	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	27,646	21,439	77.55%	939
Field				
Contracts-Lake and Wetland	3,483	2,383	68.42%	299
Contracts-Landscape	22,278	14,852	66.67%	1,857
Contracts-Irrigation	660	440	66.67%	55
Utility - Water	16,000	630	3.94%	16
R&M-General	52,457	3,000	5.72%	-
R&M-Fertilizer	240	160	66.67%	20
R&M-Irrigation	-	127	0.00%	-
Misc-Contingency	100	136	136.00%	17
Total Field	95,218	21,728	22.82%	2,264
TOTAL EXPENDITURES	122,864	43,167	35.13%	3,203

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-26 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(48,537)	29,157	-60.07%	(2,824)
Net change in fund balance	\$ (48,537)	\$ 29,157	-60.07%	\$ (2,824)
FUND BALANCE, BEGINNING (OCT 1, 2025)	48,936	48,936		
FUND BALANCE, ENDING	\$ 399	\$ 78,093		

**Westchester
Special Dependent District**

Supporting Schedules

May 31, 2026

**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
04/06/26	343	(10)	7	340		340
TOTAL	\$ 70,595	\$ 2,770	\$ 1,441	\$ 74,806	\$	74,806
% COLLECTED				99.82%		99.82%
TOTAL OUTSTANDING				\$ 133	\$	133

Cash & Investment Report
May 31, 2026

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Municipal Interest Checking	TD Bank	0.43%	\$ 76,343
		Total	\$ <u>76,343</u>

Bank Account Statement

Westchester SDD

Bank Account No. 4104
Statement No. 05-26

Statement Date 05/31/2026

G/L Account No. 101002 Balance	76,342.92	Statement Balance	76,342.92
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	76,342.92	Subtotal	76,342.92
Negative Adjustments	0.00	Outstanding Checks	0.00
Ending G/L Balance	76,342.92	Ending Balance	76,342.92

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
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WESTCHESTER SDD**Payment Register by Fund**

For the Period from 05/01/2026 to 05/31/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 100100								
001	05/15/26	INFRAMARK LLC	178447	MAY 2026 MGMT SVCS	ProfServ-Mgmt Consulting	531027-51201	\$1,000.00	
001	05/15/26	INFRAMARK LLC	178447	MAY 2026 MGMT SVCS	Misc-Contingency	549900-51301	\$15.00	
							Check Total	\$1,015.00
CHECK # 100101								
001	05/20/26	DAVEY TREE EXPERT COMPANY	920504406	MAY 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$1,081.50	
							Check Total	\$1,081.50
CHECK # 100102								
001	05/20/26	PERSSON & COHEN, P.A	6991	APR 2026 SVCS	ProfServ-Legal Services	531023-51401	\$84.50	
							Check Total	\$84.50
CHECK # 100103								
001	05/20/26	SOLITUDE LAKE MANAGEMENT LLC	PSI267192	MAY 2026 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$298.97	
							Check Total	\$298.97
CHECK # 100104								
001	05/20/26	FLA LANDSCAPES AND LAWNS	58877	MAY 2026 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$775.00	
001	05/20/26	FLA LANDSCAPES AND LAWNS	58877	MAY 2026 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$55.00	
001	05/20/26	FLA LANDSCAPES AND LAWNS	58877	MAY 2026 LANDSCAPE MAINT	R&M-Fertilizer	546026-53901	\$20.00	
001	05/20/26	FLA LANDSCAPES AND LAWNS	58877	MAY 2026 LANDSCAPE MAINT	Misc-Contingency	549900-53901	\$17.00	
							Check Total	\$867.00
CHECK # 300016								
001	05/01/26	B.O.C.C. ACH	041326-1266-ACH	03/12-04/13/2026 RECLAIMED WATER	Utility - Water	543018-53901	\$18.70	
							Check Total	\$18.70
							Fund Total	\$3,365.67

Total Checks Paid	\$3,365.67
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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



June 29, 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"

June 29, 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 **\$33010.80 per year for 1 year payable in 12 monthly installments of \$2750.90** 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

June 29, 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. Palm Pruning: Palms (33) will be pruned one time per year per industry standards. Funds must be collected for a 12 month period prior to pruning or a one time charge will occur.
9. This proposal includes the 8 median islands along Countryside Blvd.

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.



SERVICES AGREEMENT

PROPERTY NAME: Westchester Tax District

CUSTOMER NAME: **Westchester Tax District**

SERVICE DESCRIPTION: Annual Pond Management for five ponds (4.28 total acres)

EFFECTIVE DATE: **July 1, 2026 through June 30, 2027**

SUBMITTED TO: Alize Aninipot

SUBMITTED BY: LisaMarie Strawser, Contract and Service Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.

4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.



10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.



17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer



agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WESTCHESTER TAX DISTRICT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Ponds one time per month.

Waterway Service Reporting will occur one time per quarter.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Algae Control:

1. Any algae found in the ponds with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Waterway Service Reporting:

1. Customer will be provided with a quarterly waterway report that includes photos and comments of each site of the current issues or recommendations.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides,



- algaeicides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$3,587.64**

Invoice Amount: **\$298.97**

Invoice Frequency: **Monthly**

RESOLUTION FIXING SPECIAL ASSESSMENT FOR THE YEAR 2026 AND APPROVING FY 27 BUDGET

Upon the motion by Trustee _____, seconded by Trustee _____, the following Resolution was adopted by _____ votes to _____ vote.

WHEREAS, _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT is a special dependent district duly established and operating pursuant to Ordinance # _____⁰⁵⁻³; and,

WHEREAS, Ordinance # _____⁰⁵⁻³ provided that the Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT has the right, power and authority to levy a special assessment against _____ all assessable property _____ PROPERTY in the district for the purpose of _____ and,

WHEREAS, the Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT has determined that the assessment for the year 2026 shall be in the amount of \$ _____^{78,028.00}; and,

WHEREAS, the Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT has had a duly advertised public hearing on the _____¹⁶ day of _____^{June}, 2026; and,

WHEREAS, the Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT has presented the proposed assessment and proposed budget to the residents of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT at the public hearing; and,

WHEREAS, the Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT has heard discussion and comments from the residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT, THIS _____^{6th} DAY OF _____^{July} 2026;

1. That the above recitation of findings of fact is hereby incorporated into this Resolution;
2. The Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT approves the proposed budget for FY 27.
3. The Board of Trustees of _____ WESTCHESTER _____ SPECIAL DEPENDENT DISTRICT approves the proposed assessment of \$ _____^{78,028.00} for 2026.
4. Upon adoption, this Resolution shall be transmitted by the Trustees, along with the approved budget and all other materials required by Hillsborough County to the Board of County Commissioners for their approval.

PRESIDENT: _____
Signature

ATTEST: _____
Signature



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 Supervisors 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

CDD website services (hosting, support, and training) and CDD 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 monthly 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

Greenscape 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



Proposal #226367

Date: 6/12/2026

PO #

Customer:

Alize Aninipot
Inframark
2005 Pan Am Circle
Tampa, FL 33607

Property:

Westchester SDD
11610 Countryway Boulevard
Westchase, FL 33626

Countryway Mainline Discovery Proposal

This proposal is for additional mainline discovery and segregation of sections in the attempt to locate the additional leak or leaks. If found a separate Proposal will be provided for mainline repair.

This proposal is up to not to exceed 60 Tech hrs. All parts included.

Default Group

Irrigation Repair

Items	Quantity	Price
Mainline Irrigation Discovery - NTE Labor Hours	60.00	
		Irrigation Repair: \$4,500.00
		PROJECT TOTAL: \$4,500.00

Terms & Conditions

By _____

Thomas Mootz

Date 6/12/2026

Signed by: *Alize Aninipot* District Manager
By _____

Date 6/15/2026

Westchester SDD



Sprinkler Solutions of Florida

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

Invoice 68388

INVOICED

Westchester CDD

Invoiced Date: Apr 6, 2026
Due Date: Apr 16, 2026
Status: Invoiced
Reference: Investigate possible mainline leak under Countryway Blvd
Date of Service:
PO Number:
Project/Reference #:
Payment Terms: -

Westchester SDD Leak

Investigate and verify water leak is on Westchester SDD water meter on west side of Countryway Blvd

Item	Unit Price	Quantity	Amount
Investigate and verify possible mainline leak under Countryway Blvd	\$750.00	1	\$750.00

Thank you for your business!

Total	\$750.00
Amount Paid	\$0.00
Amount Due	\$750.00

**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, June 1, 2026, and called the meeting to order at 6:00 p.m. at the Maureen B. Gauzza Regional Library, located at 11211 Countryway Boulevard, Tampa, Florida 33626.

Present and constituting a quorum were:
Cyndi Moses President
Shelley Wimbs Trustee
Jay Juarbe Trustee
Judy Beall Trustee
Emily Brushwood Trustee
Alain De Delva Trustee

Also present, either in person or via communication media technology, were:
Alize Aninipot District Manager Inframark
April Pursley Davey Landscaping
Tyson Waag District Engineer, Stantec Engineering

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 6:00 p.m.

SECOND ORDER OF BUSINESS Approval of the agenda

On MOTION by Ms. Beall, seconded by Ms. Wimbs, with all in favor, the Board approved the agenda. (6-0)

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

i. Acceptance of the April 2026 Check Register and Financials

On MOTION by Ms. Moses, seconded by Ms. Beall, with all in favor, the Board accepted the April 2026 Check Register and Financial Statements. (6-0)

B. Landscape

i. Consideration of Revised FLA Landscape Maintenance Agreement

Westchester SDD

June 1, 2026

44 The Board reviewed the revised FLA Landscape Maintenance Agreement. Following
45 discussion, the Board requested that the District Manager schedule a Microsoft Teams meeting
46 with FLA to review and clarify the scope of work, mapping, and the ponds included in the
47 maintenance agreement. The Board also noted that the mapping provided in Exhibit B was
48 inaccurate and did not include the two ponds. This item was tabled.

49 **ii. Consideration of FLA Surcharge Letter**

50 The Board reviewed the FLA Surcharge Letter. Following discussion, the Board requested
51 clarification regarding the methodology used to determine the percentage increase. This item was
52 tabled.

53 **iii. Consideration of Revised Davey Landscape Maintenance Agreement**

54 The Board reviewed the revised Davey Landscape Maintenance Agreement. Discussion
55 ensued regarding discrepancies with the Davey Landscaping contract referenced on page 58. The
56 Board discussed the implementation of quarterly walkthroughs, and Ms. Pursley noted that they
57 would need to be scheduled accordingly. The Board also requested clarification regarding the
58 termination clause, which was confirmed to require a 30-day written notice prior to the renewal
59 date.

60 On MOTION by Ms. Brushwood, seconded by Mr. Juarbe, with all in favor, the Board approved
61 the Davey Landscape Maintenance Agreement for the term of June 1, 2026, through May 31,
62 2027, in the annual amount of \$12,978, with a corresponding monthly cost of \$1,081.50. (6-0)

63

64 **iv. Consideration of Davey Property Enhancement Proposals**

65 The Board discussed a potential cost-sharing arrangement with the HOA to cover irrigation
66 expenses for the entrances. Ms. Aninipot presented all three options included in the Davey Property
67 Enhancement proposals. Following discussion, the Board considered Option 2 in the amount of
68 \$15,765.64.

69 On MOTION by Mr. De Delva, seconded by Ms. Brushwood, with all in favor, the Board
70 approved Option 2 of the Davey Property Enhancement Proposals in the amount of \$15,765.64,
71 to be paid over the next two fiscal years at \$1,300 per month from June 1, 2026, through May
72 31, 2027, with a total of \$8,000 allocated for billing in the current fiscal year. (6-0)

73

74 **v. Irrigation Leak Update**

75 The Board discussed the ongoing irrigation leak. Ms. Aninipot read an update from United
76 Landscaping stating that the 2-inch main line had been replaced and reconnected. However, the
77 additional main line leak could not be located and is believed to be entering the storm drain system.

Westchester SDD

June 1, 2026

78 United Landscaping advised that gas leak detection may be necessary to pinpoint the source, as
79 the leak did not surface after two days of continuous pressure testing, and recommended obtaining
80 the as-built plans. Mr. Waag noted that the developer should be able to provide the as-built plans
81 for the roadway construction.

82 **C. Aquatics Report**

83 Ms. Aninipot informed the Board that Solitude Lake Management was scheduled to perform
84 treatment on June 2, 2026, and would ensure that all hydrilla was specifically targeted, as requested
85 by Ms. Beall. Due to a lack of response from the current vendor regarding the Aquatics Contract,
86 the Board directed the District Manager to solicit proposals from alternative aquatic service
87 providers.

88 **D. District Engineer**

89 **i. Review of Ownership Maps**

90 Mr. Waag presented the Ownership Map to the Board. Discussion followed regarding ownership
91 locations in relation to the governing Ordinance. Mr. Waag recommended that the District Manager
92 coordinate with the HOA to confirm whether the area identified as the Ryland Group on the map
93 is owned by the HOA. The Board requested several revisions to the map, including the addition of
94 Citrus Park, the medians, the pond near Evanshire, and the stormwater drain inlets. The Board also
95 requested that the District Engineer be moved to the beginning of future meeting agendas.

96 **E. District Manager**

97 **i. District Manager Report**

98 Ms. Aninipot presented her report to the Board, followed by a discussion regarding the interest-
99 bearing account with Valley Bank. Ms. Aninipot informed the Board that TD Bank was unable to
100 locate the District's Tax Identification Number and that the IRS was unable to verify the account
101 without it. Ms. Aninipot further reported that Inframark is actively working to obtain the District's
102 Tax Identification Number.

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

105 Ms. Aninipot reported that no referendum had been completed due to the absence of finalized
106 cost estimates related to the secondary leaks.

107
108 **On MOTION by Ms. Beall, seconded by Mr. Juarbe, with all in favor, the Board approved**
109 **Resolution 2026-06, approving the Fiscal Year 2027 Proposed Budget and setting the public**
110 **hearing for August 3, 2026. (6-0)**

Westchester SDD
June 1, 2026

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FIFTH ORDER OF BUSINESS **Business Items**

A. Acceptance of Seat 2 Resignation

The Board considered the resignation of the Seat 2 Trustee for the term ending November 2026.

On MOTION by Ms. Moses, seconded by Mr. De Delva, with all in favor, the Board accepted the resignation of the Seat 2 Trustee for the term ending November 2026. (6-0)

B. Consideration of Resolution 2026-07, Designating Officers

Three nominations were received for Ms. Beall to serve as Vice President, with no additional nominations presented.

On MOTION by Mr. De Delva, seconded by Ms. Brushwood, with all in favor, the Board appointed Ms. Beall to serve as Vice President. (6-0)

SIXTH ORDER OF BUSINESS **Business Administration**

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

On MOTION by Ms. Wimbs, seconded by Mr. Juarbe, with all in favor, the Board approved the minutes from the May 4, 2026, meeting. (6-0)

SEVENTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Moses requested that Ms. Aninipot determine whether the Special Dependent District is required to file taxes.

EIGHTH ORDER OF BUSINESS **Adjournment**

There being no further business, the meeting was adjourned.

On MOTION by Mr. De Delva, seconded by Mr. Juarbe, with all in favor, the Board adjourned the meeting at 7:38 p.m. (6-0)

Secretary

President