

# *Abbott Square* *Community Development* *District*

**January 12, 2026**

## **Final Agenda Package**

### **TEAMS MEETING INFORMATION**

**MEETING ID: 289 718 761 240 37      PASSCODE: H8o3U7fv**

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2005 Pan Am Circle, Suite 300  
TAMPA, FL 33607

## **CLEAR PARTNERSHIPS**



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

# Abbott Square Community Development District

<https://www.abbottsquarecdd.net/>

## Board of Supervisors

Tanya Benton, Chairperson  
Malinda Desrusseaux, Vice Chairperson  
Lori Campagna, Assistant Secretary  
Justin Barnett, Assistant Secretary  
Kelly Evans, Assistant Secretary

## District Staff

Alize Aninipot, District Manager  
Vivek Babbar, District Counsel  
Tonja Stewart, District Engineer  
Jason Liggett, Field Manager  
Welsey Elias, Senior District Manager  
Nancy Hix, District Accountant  
Crystal Yem, District Admin

## Final Meeting Agenda

Monday, January 12, 2026, at 6:30 p.m.

**Meeting ID:** 289 718 761 240 37 **Passcode:** H8o3U7fv  
**Call In Number:** +1 646-838-1601 **Conference ID:** 645 878 616#

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- 1. Call to Order/Roll Call**
- 2. Motion to Approve Agenda**
- 3. Public Comments (Comments limited to three (3) minutes per speaker)**
- 4. Business Administration**
  - A. Acceptance of the Financial Reports and Check Register (*November 2025*) ..... Page 3
  - B. Consideration of Minutes of the Regular Meeting on December 8, 2025..... Page 16
- 5. Staff Report**
  - A. District Accountant
  - B. Field Manager
    1. Review of the November Field Inspection Report  
*(Under Separate Cover)*
  - C. District Engineer
  - D. District Counsel
    1. Consideration of District Management/Amenity Management  
Proposals.....Page 22
  - E. Onsite Manager
  - F. District Manager
- 6. Business Items**
  - A. Public Hearing on the Rates and Fee Schedule for the Recreational Policies
  - B. Ratification of Replacement of Controller Module Proposal.....Page 50
  - C. Consideration of Mike Signs Proposal.....Page 51
  - D. Consideration of Resolution 2026-03, General Election.....Page 53
- 7. Board of Supervisors' Requests and Comments**
- 8. Adjournment**

*The next meeting scheduled is Monday, February 9, 2026, at 6:30 PM.*

## District Office:

Abbott Square CDD c/o Inframark  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607  
813-873-7300

## Meeting Room

Abbott Square CDD Clubhouse  
6598 Bar S Bar Trail  
Zephyrhills, FL 33541

# **Abbott Square Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
November 30, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607  
Phone (813) 873-7300 ~ Fax (813) 873-7070

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

**Balance Sheet**

As of November 30, 2025

*(In Whole Numbers)*

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE		CAPITAL		CAPITAL		GENERAL FUND	GENERAL LONG TERM DEBT FUND	TOTAL
		FUND SERIES 2025	FUND SERIES 2022	PROJECTS FUND SERIES 2025	PROJECTS FUND SERIES 2022	GENERAL FUND	GENERAL FUND			
<b>ASSETS</b>										
Cash - Operating Account	\$ 142,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,791
Cash in Transit	-	1,657	10,300	-	-	-	-	-	-	11,957
Due From Other Funds	-	9,085	9,622	-	-	-	-	-	-	18,707
Investments:										
Acq. & Construction - Other	-	-	-	75,509	-	-	-	-	-	75,509
Acquisition & Construction Account	-	-	-	20,444	263	-	-	-	-	20,707
Construction Fund	-	-	-	177,350	-	-	-	-	-	177,350
Cost of Issuance Fund	-	-	-	3,338	-	-	-	-	-	3,338
Interest Account	-	323	-	-	-	-	-	-	-	323
Reserve Fund	-	171,661	318,363	-	-	-	-	-	-	490,024
Revenue Fund	-	11,763	355,628	-	-	-	-	-	-	367,391
Fixed Assets										
Improvements Other Than Buildings (IOTB)	-	-	-	-	-	2,575,161	-	-	-	2,575,161
Infrastructure	-	-	-	-	-	5,859,892	-	-	-	5,859,892
Property Under Capital Leases	-	-	-	-	-	1,176,241	-	-	-	1,176,241
Amount To Be Provided	-	-	-	-	-	-	8,980,000	-	-	8,980,000
<b>TOTAL ASSETS</b>	<b>\$ 142,791</b>	<b>\$ 194,489</b>	<b>\$ 693,913</b>	<b>\$ 276,641</b>	<b>\$ 263</b>	<b>\$ 9,611,294</b>	<b>\$ 8,980,000</b>	<b>\$ 19,899,391</b>		
<b>LIABILITIES</b>										
Accounts Payable	\$ 24,223	\$ 4,189	\$ 7,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,180
Due To Developer	6,000	-	-	-	-	-	-	-	-	6,000
Bonds Payable	-	-	-	-	-	-	-	8,980,000	-	8,980,000
Due To Other Funds	18,707	-	-	-	-	-	-	-	-	18,707
Other Long-Term Liabilities	-	-	-	-	-	1,176,241	-	-	-	1,176,241
<b>TOTAL LIABILITIES</b>	<b>48,930</b>	<b>4,189</b>	<b>7,768</b>	<b>-</b>	<b>-</b>	<b>1,176,241</b>	<b>8,980,000</b>	<b>10,217,128</b>		
<b>FUND BALANCES</b>										
Restricted for:										
Debt Service	-	190,300	686,145	-	-	-	-	-	-	876,445
Capital Projects	-	-	-	276,641	263	-	-	-	-	276,904
Unassigned:	93,861	-	-	-	-	8,435,053	-	-	-	8,528,914
<b>TOTAL FUND BALANCES</b>	<b>93,861</b>	<b>190,300</b>	<b>686,145</b>	<b>276,641</b>	<b>263</b>	<b>8,435,053</b>	<b>-</b>	<b>9,682,263</b>		
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 142,791</b>	<b>\$ 194,489</b>	<b>\$ 693,913</b>	<b>\$ 276,641</b>	<b>\$ 263</b>	<b>\$ 9,611,294</b>	<b>\$ 8,980,000</b>	<b>\$ 19,899,391</b>		

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
General Fund (001)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 1,027	\$ 1,027	0.00%
Special Assmnts- Tax Collector	871,373	46,487	(824,886)	5.33%
<b>TOTAL REVENUES</b>	<b>871,373</b>	<b>47,514</b>	<b>(823,859)</b>	<b>5.45%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Supervisor Fees	12,000	2,200	9,800	18.33%
ProfServ-Arbitrage Rebate	500	-	500	0.00%
Dissemination Agent/Reporting	1,000	-	1,000	0.00%
Field Management	15,000	3,750	11,250	25.00%
Trustee Fees	5,000	-	5,000	0.00%
District Counsel	25,000	2,422	22,578	9.69%
District Engineer	10,000	-	10,000	0.00%
District Manager	49,440	12,360	37,080	25.00%
Auditing Services	5,000	-	5,000	0.00%
Postage	500	10	490	2.00%
Insurance - General Liability	3,311	6,347	(3,036)	191.69%
Public Officials Insurance	2,709	5,786	(3,077)	213.58%
Property and Casualty Insurance	16,424	18,944	(2,520)	115.34%
Printing and Binding	500	-	500	0.00%
Legal Advertising	1,500	-	1,500	0.00%
Tax Collector/Property Appraiser Fees	10,229	-	10,229	0.00%
Bank Fees	500	-	500	0.00%
Website Administration	1,553	-	1,553	0.00%
Dues, Licenses and Fees	175	175	-	100.00%
<b>Total Administration</b>	<b>160,341</b>	<b>51,994</b>	<b>108,347</b>	<b>32.43%</b>

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
General Fund (001)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>Electric Utility Services</u></b>				
Electric Utility Services	3,600	853	2,747	23.69%
Street Lights	94,485	17,363	77,122	18.38%
<b>Total Electric Utility Services</b>	<b>98,085</b>	<b>18,216</b>	<b>79,869</b>	<b>18.57%</b>
<b><u>Landscape Services</u></b>				
Contracts Trash Removal	18,000	1,500	16,500	8.33%
Landscape Maintenance - Contract	148,464	27,184	121,280	18.31%
R&M-Well Maintenance	19,176	300	18,876	1.56%
Landscape - Annuals	5,000	583	4,417	11.66%
Mulch	20,000	-	20,000	0.00%
Landscaping - Plant Replacement Program	5,000	-	5,000	0.00%
Wetland Maintenance	7,500	-	7,500	0.00%
R&M-Trail Maintenance	7,500	-	7,500	0.00%
Parks Maintenance	10,000	-	10,000	0.00%
Retention Pond Maintenance	8,600	300	8,300	3.49%
Irrigation Maintenance	2,500	4,556	(2,056)	182.24%
Aquatic Maintenance	22,900	300	22,600	1.31%
Misc-Contingency	20,000	2,016	17,984	10.08%
<b>Total Landscape Services</b>	<b>294,640</b>	<b>36,739</b>	<b>257,901</b>	<b>12.47%</b>
<b><u>Other Physical Environment</u></b>				
Waterway Management	-	463	(463)	0.00%
<b>Total Other Physical Environment</b>	<b>-</b>	<b>463</b>	<b>(463)</b>	<b>0.00%</b>
<b><u>Amenities</u></b>				
Onsite Payroll	88,500	-	88,500	0.00%
Payrol Taxes & Admin Fee	19,000	-	19,000	0.00%
Management Services	36,000	-	36,000	0.00%
Pressure Washing	5,000	-	5,000	0.00%
Pest Control	2,340	195	2,145	8.33%
Security Camera	500	-	500	0.00%
Landscape Maint Contract	26,787	-	26,787	0.00%
Furniture/Furnishings	2,000	-	2,000	0.00%
Pool Maintenance	21,000	5,244	15,756	24.97%
HVAC	2,000	-	2,000	0.00%
Gate - Repair Maint	1,500	769	731	51.27%
Janitorial Maintenance	26,787	6,220	20,567	23.22%
Phone & Internet	863	184	679	21.32%
Propane	1,000	-	1,000	0.00%
Electricity - Clubhouse/Pool	11,000	-	11,000	0.00%
Property and Causality Insurance	15,000	15,000	-	100.00%

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
General Fund (001)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Pool Repairs	2,500	646	1,854	25.84%
General Maintenance	5,000	811	4,189	16.22%
Irrigation Repairs	1,300	-	1,300	0.00%
Well Pump Repairs	1,450	-	1,450	0.00%
Mulch	10,000	-	10,000	0.00%
Landscape Replacement	5,000	-	5,000	0.00%
Entrance Monuments, Gates, Walls R&M	5,000	1,587	3,413	31.74%
Fire Safety Alarm	700	-	700	0.00%
Sidewalk, Pavement, Signage R&M	5,000	-	5,000	0.00%
Trash/Waste	6,500	5,526	974	85.02%
Building Maintenance	2,500	-	2,500	0.00%
Access Keys/Cards	300	4,845	(4,545)	1615.00%
Holiday Decorations	2,500	-	2,500	0.00%
Cleaning Supplies	3,000	-	3,000	0.00%
Water & Sewer - Clubhouse	5,500	1,800	3,700	32.73%
Pool Permits	280	-	280	0.00%
Furniture/Furnishings	2,500	-	2,500	0.00%
<b>Total Amenities</b>	<b>318,307</b>	<b>42,827</b>	<b>275,480</b>	<b>13.45%</b>
<b>TOTAL EXPENDITURES</b>	<b>871,373</b>	<b>150,239</b>	<b>721,134</b>	<b>17.24%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(102,725)	(102,725)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>196,586</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 93,861</b>		

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
Debt Service Fund Series 2025 (200)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 1,391	\$ 1,391	0.00%
Special Assmnts- Tax Collector	-	18,316	18,316	0.00%
<b>TOTAL REVENUES</b>	<b>-</b>	<b>19,707</b>	<b>19,707</b>	<b>0.00%</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Interest Expense	-	47,587	(47,587)	0.00%
<b>Total Debt Service</b>	<b>-</b>	<b>47,587</b>	<b>(47,587)</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>47,587</b>	<b>(47,587)</b>	<b>0.00%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(27,880)	(27,880)	0.00%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	(1,088)	(1,088)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>(1,088)</b>	<b>(1,088)</b>	<b>0.00%</b>
Net change in fund balance	\$ -	\$ (28,968)	\$ (28,968)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>219,268</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 190,300</b>		

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
Debt Service Fund Series 2022 (201)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 4,115	\$ 4,115	0.00%
Special Assmnts- Tax Collector	639,163	33,969	(605,194)	5.31%
<b>TOTAL REVENUES</b>	<b>639,163</b>	<b>38,084</b>	<b>(601,079)</b>	<b>5.96%</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	150,000	-	150,000	0.00%
Interest Expense	489,163	-	489,163	0.00%
<b>Total Debt Service</b>	<b>639,163</b>	<b>-</b>	<b>639,163</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>639,163</b>	<b>-</b>	<b>639,163</b>	<b>0.00%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	38,084	38,084	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>648,061</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 686,145</b>		

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
Capital Projects Fund Series 2025 (300)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 1,750	\$ 1,750	0.00%
<b>TOTAL REVENUES</b>	<b>-</b>	<b>1,750</b>	<b>1,750</b>	<b>0.00%</b>
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Excess (deficiency) of revenues				
Over (under) expenditures		1,750	1,750	0.00%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	1,088	1,088	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>1,088</b>	<b>1,088</b>	<b>0.00%</b>
Net change in fund balance	\$ -	\$ 2,838	\$ 2,838	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>273,803</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 276,641</b>		

**ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2025  
Capital Projects Fund Series 2022 (301)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 2	\$ 2	0.00%
<b>TOTAL REVENUES</b>	<b>-</b>	<b>2</b>	<b>2</b>	<b>0.00%</b>
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Excess (deficiency) of revenues				
Over (under) expenditures		2	2	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>261</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 263</b>		

# Bank Account Statement

ABBOTT SQUARE CDD

Bank Account No. 2901

Statement No. 11-25

Statement Date

11/30/2025

<b>G/L Account No. 101001 Balance</b>	142,790.96	<b>Statement Balance</b>	150,109.23
		<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
<b>Subtotal</b>	142,790.96	<b>Subtotal</b>	150,109.23
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	-7,318.27
<b>Ending G/L Balance</b>	142,790.96	<b>Ending Balance</b>	142,790.96

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
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## Deposits

11/05/2025		JE000547	Special Assmnts-Tax Collector	Valley National Bank	8,195.76	8,195.76	0.00
11/06/2025		JE000548	Special Assmnts-Tax Collector	Valley National Bank	5,455.00	5,455.00	0.00
11/14/2025		JE000549	Special Assmnts-Tax Collector	Valley National Bank	49,780.89	49,780.89	0.00
11/20/2025		JE000550	Special Assmnts-Tax Collector	Valley National Bank	22,588.67	22,588.67	0.00
11/25/2025		JE000574	Special Assmnts-Tax Collector	Valley National Bank	12,751.28	12,751.28	0.00
11/30/2025		JE000603	Interest - Investments	Interest Earned	467.97	467.97	0.00
<b>Total Deposits</b>					99,239.57	99,239.57	0.00

## Checks

10/15/2025	Payment	100129	COMPLETE I.T STEADFAST MAINTENANCE	Inv: 16993, Inv: 17301	-135.60	-135.60	0.00
10/29/2025	Payment	100134	STEADFAST MAINTENANCE	Inv: SA-16596	-300.00	-300.00	0.00
10/29/2025	Payment	100136	STEADFAST MAINTENANCE SOUTHERN	Inv: SA-14840, Inv: SA-14726	-2,889.66	-2,889.66	0.00
10/29/2025	Payment	100138	AUTOMATED ACCESS SVCS LLC	Inv: 17172	-4,845.30	-4,845.30	0.00
11/04/2025	Payment	100139	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 2070, Inv: 2071	-1,586.94	-1,586.94	0.00
11/04/2025	Payment	100140	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 18220	-67.80	-67.80	0.00
11/07/2025	Payment	100141	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: SA-17102, Inv: SA-17028, Inv: SA-17254, Inv: S	-15,361.66	-15,361.66	0.00
11/07/2025	Payment	100142	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 2072	-1,950.00	-1,950.00	0.00
11/07/2025	Payment	100143	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 5491	-7,776.50	-7,776.50	0.00
11/07/2025	Payment	100144	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 4288	-1,750.00	-1,750.00	0.00
11/07/2025	Payment	100145	YALE HARBOR COMMUNITY MAINTENANCE INC	Inv: 091525-4840	-208.65	-208.65	0.00

# Bank Account Statement

ABBOTT SQUARE CDD

**Bank Account No.** 2901

**Statement No.** 11-25

**Statement Date**

11/30/2025

Date	Type	Check No.	Payer	Description	Inv: #	Amount	Amount	Amount
10/23/2025	Payment	300021	DOORKING, INC	Inv: 2614857 ACH		-91.90	-91.90	0.00
11/10/2025	Payment	100146	STEADFAST MAINTENANCE	Inv: SA-17267		-497.83	-497.83	0.00
11/11/2025	Payment	1148	ABBOTT SQUARE CDD	Check for Vendor V00035		-7,226.01	-7,226.01	0.00
11/12/2025	Payment	1149	JUSTIN BARNETT	Check for Vendor V00037		-200.00	-200.00	0.00
11/12/2025	Payment	1151	YALE HARBOR COMMUNITY MAINTENANCE INC	Check for Vendor V00053		-1,950.00	-1,950.00	0.00
11/12/2025	Payment	DD145	TANYA K BENTON-EFT	Payment of Invoice 000513		-200.00	-200.00	0.00
11/18/2025	Payment	1152	JUSTIN BARNETT	Check for Vendor V00037		-400.00	-400.00	0.00
11/18/2025	Payment	1153	KELLY A. EVANS	Check for Vendor V00026		-200.00	-200.00	0.00
11/18/2025	Payment	1155	MALINDA DESUSSEAUX	Check for Vendor V00036		-600.00	-600.00	0.00
11/18/2025	Payment	1156	ABBOTT SQUARE CDD	Check for Vendor V00035		-26,351.43	-26,351.43	0.00
11/14/2025	Payment	100148	FITNESSMITH	Inv: INV1095594		-250.00	-250.00	0.00
11/14/2025	Payment	100150	INFRAMARK LLC	Inv: 163587		-5,370.00	-5,370.00	0.00
11/20/2025	Payment	100154	STEADFAST MAINTENANCE	Inv: SA-15832		-2,391.83	-2,391.83	0.00
11/20/2025	Payment	100155	FIRST CHOICE PEST CONTROL INC	Inv: 234582, Inv: 233687		-390.00	-390.00	0.00
11/14/2025	Payment	300024	CITY OF ZEPHYRHILLS	Inv: 255071 ACH		-1,041.22	-1,041.22	0.00
11/14/2025	Payment	300025	CITY OF ZEPHYRHILLS	Inv: 111425-8928 ACH		-614.12	-614.12	0.00
11/28/2025	Payment	300028	DUKE ENERGY	Inv: 110725-0590 ACH		-2,507.54	-2,507.54	0.00
11/13/2025		JE000602	Water & Sewer - Clubhouse	Bank Recon ADJE City of Zephyrhills		-49.58	-49.58	0.00
<b>Total Checks</b>						-87,203.57	-87,203.57	0.00

## Adjustments

### Total Adjustments

#### Outstanding Checks

10/29/2025	Payment	100137	DON HARRISON	Inv: 3174		-195.90
11/18/2025	Payment	DD146	TANYA K BENTON-EFT	Payment of Invoice 000524		-200.00
11/18/2025	Payment	DD147	TANYA K BENTON-EFT	Payment of Invoice 000529		-200.00
11/18/2025	Payment	1154	LORI ANN CAMPAGNA	Check for Vendor V00028		-200.00
11/25/2025	Payment	1158	FLORIDA COMMERECE	Check for Vendor V00024		-175.00
11/13/2025	Payment	100147	GLISTEN POOL SERVICE LLC	Inv: 5229		-1,243.92
11/14/2025	Payment	100149	GLISTEN POOL SERVICE LLC	Inv: 5285		-2,000.00
11/20/2025	Payment	100151	FITNESSMITH	Inv: INV1097013		-352.28
11/20/2025	Payment	100152	GLISTEN POOL SERVICE LLC	Inv: 5162		-2,000.00
11/20/2025	Payment	100153	SITEX AQUATICS, LLC	Inv: 10349-B		-300.00
11/14/2025	Payment	300022	DOORKING, INC	Inv: 2593627		-45.95

# Bank Account Statement

ABBOTT SQUARE CDD

**Bank Account No.** 2901

**Statement No.** 11-25

**Statement Date**

11/30/2025

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11/14/2025	Payment	300023	CITY OF ZEPHYRHILLS	Inv: 242346 ACH	-22.76
11/28/2025	Payment	300026	DUKE ENERGY	Inv: 110725-8253 ACH	-161.20
11/28/2025	Payment	300027	DUKE ENERGY	Inv: 110525-7996 ACH	-175.31
11/25/2025	Payment	300030	DOORKING, INC	Inv: 2636129	-45.95
<b>Total Outstanding Checks</b>					-7,318.27

## Outstanding Deposits

**Total Outstanding Deposits**

## ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Fund

For the Period from 11/01/2025 to 11/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>									
001	100139	11/04/25	V00053	YALE HARBOR COMMUNITY MAINTENANCE INC	2071	Amenities Grill Cleaning	Grill Cleaning	546300-57217	\$150.00
001	100139	11/04/25	V00053	YALE HARBOR COMMUNITY MAINTENANCE INC	2070	Amenities Rust Treatment	Landscape Maintenance	546300-57217	\$1,436.94
001	100140	11/04/25	V00040	COMPLETE I.T.	18220	Google Email Service NOV25	Misc-Contingency	549900-51301	\$67.80
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17102	Nov 2025 Landscape Maintenance	LANDSCAPE MAINT	534171-53902	\$11,789.00
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17102	Nov 2025 Landscape Maintenance	IRR maintenance	546930-53902	\$583.00
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17028	Nov 2025 LANDSCAPE MAINT and Wet check, fertilization and pesticide, rust prevention	Nov 2025 LANDSCAPE MAINT	534171-53902	\$1,202.00
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17028	Nov 2025 LANDSCAPE MAINT and Wet check, fertilization and pesticide, rust prevention	November 2025 Wet check, fertilization and pesticide, rust prevention	546930-53902	\$1,189.83
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17254	October 2025 Rid O Rust System	Irrigation Maintenance	546930-53902	\$497.83
001	100141	11/07/25	V00008	STEADFAST MAINTENANCE	SA-17259	10/23/25 Irrigation Parts and Labor	10/23/25 Irr parts and labor	546930-53902	\$100.00
001	100142	11/07/25	V00053	YALE HARBOR COMMUNITY MAINTENANCE INC	2072	Amenities Monthly Service NOV 25	Janitorial Maintenance	53800-57217	\$1,950.00
001	100143	11/07/25	V00015	GIG FIBER, LLC	5491	November 2025 Solar Equipment Lease	NOV 2025 SOLAR EQUIPMNT LEASE	543057-53100	\$7,776.50
001	100144	11/07/25	V00048	JAYMAN ENTERPRISES LLC	4288	TRASH REMOVAL & WASP TREATMENT	Trash/Waste	546914-57217	\$1,750.00
001	100145	11/07/25	V00054	FITNESSMITH	091525-4840	GYM Equipment Repair	FITNESS EQMNT MAINT	546176-57217	\$208.65
001	100146	11/10/25	V00008	STEADFAST MAINTENANCE	SA-17267	October 2025 Rid O Rust System- Refill and Maintenance	Irrigation Maintenance	546930-53902	\$497.83
001	100147	11/12/25	V00056	GLISTEN POOL SERVICE LLC	5229	October 2025 Stenner pump- Chemical dosing pump	Pool Maintenance	534078-57217	\$1,243.92
001	100148	11/14/25	V00054	FITNESSMITH	INV1095594	Amenities Gym Equipment Repair	General Maintenance	546176-57217	\$250.00
001	100149	11/14/25	V00056	GLISTEN POOL SERVICE LLC	5285	NOV 2025 COMMERCIAL POOL SVC	COMMERCIAL POOL SVCS	534078-57217	\$2,000.00
001	100150	11/14/25	V00003	INFRAMARK LLC	163587	November 2025 District Management and Field Management Services	DISTRICT MGMT	531150-51301	\$4,120.00
001	100150	11/14/25	V00003	INFRAMARK LLC	163587	November 2025 District Management and Field Management Services	FIELD MGMT	531016-51301	\$1,250.00
001	100151	11/20/25	V00054	FITNESSMITH	INV1097013	Multi Station BATCA CABLE ASSLY	General Maintenance	546176-57217	\$352.28
001	100152	11/20/25	V00056	GLISTEN POOL SERVICE LLC	5162	OCT 25 POOL MAINT	POOL MAINT	534078-57217	\$2,000.00
001	100153	11/20/25	V00005	SITEX AQUATICS, LLC	10349-B	NOV 25 Aquatic Maintenance	AQUATIC MAINT	546995-53902	\$300.00
001	100154	11/20/25	V00008	STEADFAST MAINTENANCE	SA-15832	OCT 25 Landscape Maint., Wet check, fertilization and pesticide, rust prevention	OCT 25 LANDSCAPE MAINT	534171-53902	\$1,202.00
001	100154	11/20/25	V00008	STEADFAST MAINTENANCE	SA-15832	OCT 25 Landscape Maint., Wet check, fertilization and pesticide, rust prevention	IRR MODIFICATIONS	546930-53902	\$1,189.83
001	100155	11/20/25	V00057	FIRST CHOICE PEST CONTROL INC	233687	PEST CONTROL SEP 25	PEST CONTROL	531170-57217	\$195.00
001	100155	11/20/25	V00057	FIRST CHOICE PEST CONTROL INC	234582	PEST CONTROL OCT 25	Pest Control	531170-57217	\$195.00
001	1149	11/12/25	V00037	JUSTIN BARNETT	JB-111025	BOARD 11/10/25	Supervisor Fees	51100-51101	\$200.00
001	1151	11/12/25	V00053	YALE HARBOR COMMUNITY MAINTENANCE INC	2072-OCT	CLEANING SVC OCT 25	CLEANING SVCS OCT 25	53800-57217	\$1,950.00
001	1152	11/18/25	V00037	JUSTIN BARNETT	JB-101325	BOARD 10/13/25	Supervisor Fees	51100-51101	\$200.00
001	1152	11/18/25	V00037	JUSTIN BARNETT	JB-090325	BOARD 9/3/25	Supervisor Fees	51100-51101	\$200.00
001	1153	11/18/25	V00026	KELLY A. EVANS	KE-090325	BOARD 9/3/25	Supervisor Fees	51100-51101	\$200.00
001	1154	11/18/25	V00028	LORI ANN CAMPAGNA	LC-090325	BOARD 9/3/25	Supervisor Fees	51100-51101	\$200.00
001	1155	11/18/25	V00036	MALINDA DESUSSIEAU	MM-111025	BOARD 11/10/25	Supervisor Fees	51100-51301	\$200.00
001	1155	11/18/25	V00036	MALINDA DESUSSIEAU	MM-101325	BOARD 10/13/25	Supervisor Fees	51100-51101	\$200.00
001	1155	11/18/25	V00036	MALINDA DESUSSIEAU	MM-090325	BOARD 9/3/25	Supervisor Fees	51100-51101	\$200.00
001	1158	11/25/25	V00024	FLORIDA COMMERCE	93585	DISTRICT FILLING FEE FY26	DISTRICT FILLING FEE FY26	554020-51301	\$175.00
001	300022	11/14/25	V00055	DOORKING, INC	2593627	SEP 23, 2025, CELL SUB	Phone & Internet	541016-57217	\$45.95
001	300023	11/14/25	V00058	CITY OF ZEPHYRHILLS	242346 ACH	Water Bill 9/3/25- 10/3/25	Water & Sewer - Clubhouse	552015-57217	\$22.76
001	300024	11/14/25	V00058	CITY OF ZEPHYRHILLS	255071 ACH	Water Bill 10/3/25- 11/3/25	Water & Sewer - Clubhouse	552015-57217	\$1,041.22
001	300025	11/14/25	V00058	CITY OF ZEPHYRHILLS	111425-8928 ACH	DEPOSIT AND CONNECTION FEE	deposit	552015-57217	\$614.12
001	300026	11/28/25	V00011	DUKE ENERGY	110725-8253 ACH	SVC PRD 10/04-11/05/25	Street Lights	543057-53100	\$161.20
001	300027	11/28/25	V00011	DUKE ENERGY	110525-7996 ACH	SVC PRD 10/04-11/05/25	Street Lights	543057-53100	\$175.31
001	300028	11/28/25	V00011	DUKE ENERGY	110725-0590 ACH	Duke Energy Oct 4, 2025- Nov 6, 2025	Service for Oct 4, 2025- Nov 5, 2025	543057-53100	\$2,057.54
001	300030	11/25/25	V00055	DOORKING, INC	2636129	10/23/25 DKS Cellular Subscription (Doorking)	10/23/25 Door king Cellular Subscription	541016-57217	\$45.95
001	DD145	11/12/25	V00038	TANYA K BENTON- EFT	TB-111025-EFT	BOARD 11/10/25	Supervisor Fees	511100-51101	\$200.00
001	DD146	11/18/25	V00038	TANYA K BENTON- EFT	TB-101325-EFT	BOARD 10/13/25	Supervisor Fees	51100-51101	\$200.00
001	DD147	11/18/25	V00038	TANYA K BENTON- EFT	TB-090325-EFT	BOARD 9/3/25	Supervisor Fees	51100-51101	\$200.00
							<b>Fund Total</b>		<b>\$52,436.46</b>

## DEBT SERVICE FUND SERIES 2025 - 200

200	1156	11/18/25	V00035	ABBOTT SQUARE CDD	11142025 - 01	SERIES 2022 & SERIES 2025 FY26 DS 11.14.25	SERIES 2025 FY26 TAX DIST ID 11.14.25	103200	\$9,231.25
							<b>Fund Total</b>		<b>\$9,231.25</b>

## DEBT SERVICE FUND SERIES 2022 - 201

201	1148	11/11/25	V00035	ABBOTT SQUARE CDD	11062025 - 01	FY26 TAX DIST ID 11.05.25	SERIES 2022 FY26 TAX DIST ID 11.05	103200	\$1,876.03
201	1148	11/11/25	V00035	ABBOTT SQUARE CDD	11052025 - 01	FY26 TAX DIST ID 11.05.25	SERIES 2022 FY26 TAX DIST ID 11.05	103200	\$1,011.57
201	1148	11/11/25	V00035	ABBOTT SQUARE CDD	11052025 - 01	FY26 TAX DIST ID 11.05.25	SERIES 2022 FY26 TAX DIST ID 11.05	103200	\$2,818.61
201	1148	11/11/25	V00035	ABBOTT SQUARE CDD	11052025 - 01	FY26 TAX DIST ID 11.05.25	SERIES 2022 FY26 TAX DIST ID 11.05	103200	\$1,519.80
201	1156	11/18/25	V00035	ABBOTT SQUARE CDD	11142025 - 01	SERIES 2022 & SERIES 2025 FY26 DS 11.14.25	SERIES 2022 FY26 TAX DIST ID 11.14.25	103200	\$17,120.18
							<b>Fund Total</b>		<b>\$24,346.19</b>

Total Checks Paid	\$86,013.90
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**REGULAR MEETING MINUTES OF  
ABBOTT SQUARE  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Abbott Square Community Development District was held Monday, December 8, 2025, at 6:30 p.m. at 6598 Bar S Bar Trail, Zephyrhills, Florida 33541.

Present and constituting a quorum were:

Tanya Benton	Chairperson
Malinda Desrusseaux	Vice Chairperson
Justin Barnett	Assistant Secretary
Lori Campagna	Assistant Secretary ( <i>via teleconference</i> )

Also present were:

Alize Aninipot	District Manager
Wesley Elias	Senior District Manager
Vivek Babbar	District Counsel ( <i>via teleconference</i> )
Nancy Hix	District Accountant ( <i>via teleconference</i> )
Jason Liggett	Field Manager

*Following is a summary of the discussions and actions taken.*

## **FIRST ORDER OF BUSINESS**

## Call to Order/Roll Call

Ms. Aninipot called the meeting to order and called the roll, and a quorum was established.

## **SECOND ORDER OF BUSINESS**

## Motion to Approve Agenda

On MOTION by Ms. Benton, seconded by Ms. Desruisseaux, with all in favor, the Board approved the December 8, 2025, Revised Final Agenda.

### **THIRD ORDER OF BUSINESS**

## Public Comments

The resident asked for Virtual Link to be added back onto the agenda for residents to attend online.

41 **FOURTH ORDER OF BUSINESS**

## Business Administration

42 **A. Acceptance of the Financial Reports and Check Register (*October 2025*)**43 On MOTION by Ms. Campagna, seconded by Mr. Barnett, with all  
44 in favor, the Board approved the October Check Register.46 **B. Consideration of Minutes of the Regular Meeting on November 10, 2025**48 On MOTION by Mr. Barnett, seconded by Ms. Benton, with all in favor,  
49 the Board approved the Minutes of the Regular Meeting held on  
50 November 10, 2025.52 **FIFTH ORDER OF BUSINESS**

## Staff Reports

53 **A. District Accountant**

54 Ms. Hix presented the financial report to the Board.

56 As of October 2025, the financial statements reflected cash balances of \$129,410.  
57 Total expenditures to date were \$103,504, compared to a prior-year burn rate of  
58 \$39,757. Current cash on hand totals \$1,698,503. The tax roll received to date  
59 amounts to \$1,682,567, against a total anticipated tax roll of \$1,851,000. An  
60 additional \$168,000 in tax revenue is expected to be received.62 **B. Field Manager**63 **1. Review of the Field Inspection Report**

64 Mr. Liggett presented his report to the Board.

66 Ms. Desruisseaux inquired whether it would be possible to connect to the  
67 reclaimed water well currently utilized by the City for waterworks. Mr.  
68 Liggett advised that any such connection would require coordination with  
69 the Pasco County Water Department. A discussion ensued, after which the  
70 Board requested that the District Engineer follow up on this matter.72 **2. Consideration of ADA Playground Mulch Proposal**

73  
74  
75  
76  
77

On MOTION by Ms. Benton, seconded by Ms. Desrusseaux, with all in favor, the Board approved the ADA Playground Mulch Proposal in the amount of \$2,100.

78  
79

### **3. Ratification of Fence Repairs Proposal**

80  
81  
82

On MOTION by Mr. Barnett, seconded by Ms. Benton, with all in favor, the Board ratified the Fence Repair Proposal.

83  
84  
85

### **4. Consideration of Pressure Washing Proposal replacing Jimmy' B's Service \$3,175**

86  
87  
88  
89

On MOTION by Ms. Benton, seconded by Mr. Barnett, with all in favor, the Board approved the Pressure Washing Proposal in the amount of \$3,175.

90  
91  
92  
93  
94

### **5. Consideration Pressure Washing Fences around community \$75 hr.**

The item was tabled. The Board requested an additional quote and directed that an electronic blast be sent to the community soliciting pressure washing services, as well as posting the request on the District website.

95  
96

### **6. Consideration of Bike Rack Proposal \$655 (under separate cover)**

97  
98  
99

On MOTION by Ms. Benton, seconded by Mr. Barnett, with all in favor, the Board approved the Bike Rack Proposal in the amount of \$655.

100  
101  
102

### **7. Consideration for Trash can with Install Proposal \$700**

Tabled indefinitely.

103

## **C. District Engineer**

104  
105  
106

Ms. Aninipot informed the Board that the next CDD meeting is scheduled for Monday, January 5, 2026, at 6:00 p.m. A discussion ensued regarding proposed

107 traffic calming techniques. The Board requested that Ms. Stewart be contacted to  
108 develop and propose a plan addressing areas of concern throughout the community.  
109 Ms. Aninipot further advised the Board that the District Engineer is contracted at a  
110 cost of \$10,000.

111

112 **D. District Counsel**

113 The Board discussed the repair of the damage on Smithfield and the pursuit of  
114 reimbursement. A proposal to repair the roadway was received in the amount of  
115 \$1,800.84.

116

117 On MOTION by Ms. Benton, seconded by Mr. Barnett, with all in  
118 favor, the Board agreed to send a letter to the resident requesting  
119 reimbursement, or alternatively, make a claim on their auto  
120 insurance.

121

122 **1. Discussion on Repairing the Damage on Smithfield and Pursuing  
123 Reimbursement**

124 A discussion ensued regarding the current hours of operation, with the gym  
125 presently open from 6:00 a.m. to 8:00 p.m. The Board directed the on-site  
126 manager to contact the key fob vendor to obtain quotes for providing  
127 residents with access to the bathrooms after 8:00 p.m. and to present those  
128 quotes at the next meeting. The Board tabled any extension of gym hours  
129 until the requested quotes are received.

130

131 **2. Review of the Updated Hours for the Recreational Facilities**

132 Mr. Babbar advised that once the advertisement is published, the public  
133 hearing will be held at the January meeting.

134

135 **E. Onsite Manager**

136 Ms. Colon presented her report to the Board.

137

**F. District Manager**

138 **1. Consideration of Pool Umbrellas Repair Proposal**

139 The Board directed Ms. Aninipot to coordinate with Ms. Colon to obtain  
140 recommendations from Inframark Maintenance Solutions for alternative  
141 pool umbrellas or sun shades to replace the existing pool umbrellas.

142  
143 Ms. Campagna requested to be followed up with via email after  
144 coordination with the vendor, so that recommendations may be presented to  
145 the Board.

146

## **SIXTH ORDER OF BUSINESS**

## **Business Items**

## A. Discussion on Holiday Hours for the Clubhouse

149 The Board approved the closure of the clubhouse and gym on Christmas Eve and  
150 Christmas Day. The facilities will be open on New Year's Eve from 10:00 a.m.  
151 to 2:00 p.m. and closed on New Year's Day. The Board also requested that a  
152 discussion regarding operations on Easter, Memorial Day, and the Fourth of July  
153 be added to the February agenda.

154

## B. Discussion of Trail Cameras

156 The Board directed staff to contact Southern Automated to obtain quotes for  
157 security cameras for consideration at the next meeting. The Board also requested  
158 that an electronic blast be sent to the community soliciting recommendations for  
159 security companies that may be able to provide a proposal for services to the  
160 Board.

161

## C. Discussion of Replacing Jimmy B and Pressure Washing Services

163 A discussion regarding pressure washing services was conducted earlier in the  
164 agenda.

165

**D. Consideration of Resolution 2026-02, Disbursement of Funds**

167

168

169 On MOTION by Ms. Campagna, seconded by Ms. Benton, with all  
170 in favor, it was agreed to allocate a maximum amount of \$5,000 to  
171 Ms. Aninipot. Additionally, the Chair and Vice Chair will each  
172 receive an amount of \$10,000, enabling them to approve proposals  
173 outside of meetings.

174

## **E. Consideration of Resolution 2026-03, General Election**

176 Tabled for the Jan meeting.

177

178 **SEVENTH ORDER OF BUSINESS**

## Board of Supervisors' Requests

179 and Comments

180 Ms. Desruisseaux requested proposals for management services, including amenity management  
181 and field services.

182

183 The Board requested that proposals for management, field, and amenity management services be  
184 presented at the January meeting. Ms. Desrusseaux was appointed as the Board's liaison for this  
185 matter.

186

187 On MOTION by Ms. Desruisseaux, seconded by Ms. Benton, with  
188 all in favor, the Board approved the proposals for management  
189 services during the January meeting, including field and amenity  
190 management services. Ms. Desruisseaux has been appointed as the  
191 liaison.

192

**193 EIGHTH ORDER OF BUSINESS**

## **Adjournment**

194

195 On MOTION by Ms. Campagna, seconded by Ms. Benton, with all  
196 in favor, the meeting was adjourned at 8:43 p.m.

197

198

199

200

### Secretary/Assistant Secretary

## **Amenities Management Services Agreement**

This **Amenities Management Services Agreement** (the “Agreement”) is made as of November 1, 2025, between the **Abbott Square Community Development District** (the “District”) and **Inframark, LLC**, a Texas limited liability company registered to do business in Florida (the “Service Company”).

### **BACKGROUND**

The District desires to procure amenities management services required for the District and the Service Company desires to provide the amenities management services to the District. In consideration of the mutual promises in this Agreement, the parties agree as follows:

#### **1) TERM AND TERMINATION**

1.1 The term of this Agreement shall be for an initial period of one (1) year effective November 1, 2025, and shall automatically renew for additional one (1) year terms unless either party terminates this Agreement.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.5 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

1.6 Either party may, in its sole and absolute discretion, whether or not reasonable, on sixty (60) days' written notice to the other party, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Said termination notice must be sent to the non-terminating party pursuant to the notice requirements set forth in Section 10.12 of this Agreement.

#### **2) SERVICE COMPANY'S SERVICES**

2.1. Service Company shall provide the services as set forth in **Schedule A** attached to this Agreement (the “Services”).

2.2. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.3. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.4. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and

wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.5. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.6. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. **THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.**

2.7. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

### **3) DISTRICT OBLIGATIONS**

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not

specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2. The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3. The District represents and warrants that:

3.3.1. It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4. The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the District's Board of Supervisors (the "**Board**"), and no Supervisor shall act independently unless authorized by a Board motion or Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chair of the

Board. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence, gross negligence, or willful misconduct.

#### **4) FEES AND PAYMENT**

4.1. The District shall pay the Service Company a fee of \$9,688.10 per month (\$116,258.00 per year) ("Base Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, described in **Schedule A** attached hereto as part of this Agreement. The Service Company shall issue a monthly invoice for services rendered. Payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within forty-five (45) days of the date that the invoices are received by the District and presented to the Board by the District Manager at a Board meeting.

4.2. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the

Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.3. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget or by four (4) percent, whichever is greater. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.4. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.5. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

#### **5) INDEMNIFICATION AND LIMITATION**

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS

ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE (WHICHEVER IS GREATER).

5.2. TO THE EXTENT PERMITTED BY LAW AND THIS SECTION 5, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE “INDEMNIFYING PARTY”) SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN “INDEMNIFIED PARTY”) AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. All final, non-appealable judgments payable

and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.6. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.7. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.8. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.9. This indemnification shall not be construed as a waiver of the District’s sovereign immunity under Florida law and is subject to the monetary limitations set forth under Florida law including, but not limited to, section 768.28, Florida Statutes.

## 6) INSURANCE

6.1. The Service Company shall provide and maintain insurance as provided in this section. The Service Company will furnish the District with a Certificate of Insurance evidencing compliance with

this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.1.5. Automobile Liability insurance with an aggregate limit of one million dollars (\$1,000,000); and

6.1.6. Excess Liability insurance with an aggregate limit of two million dollars (\$2,000,000).

6.2. The above General Liability and Excess Liability policies must list the District and its officers, supervisors, and staff as additional insureds.

6.3. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District.

6.4. The District shall maintain the following minimum levels of insurance coverage:

6.4.1. Director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured.

6.4.2. Property insurance in accordance with their by-laws and such policy shall name the Service Company as an additional insured;

6.4.3. Commercial General liability insurance including bodily injury, property damage, personal and advertising injury, and blanket contractual liability with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar

(\$2,000,000) aggregate and such policy shall name the Service Company as an additional insured; and

6.4.4. Auto Liability insurance with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate (covering hired and non-owned autos) and such policy shall name the Service Company as an additional insured.

6.5. Such insurance provided by District shall be primary and noncontributory coverage to Service Company as additional insured for all claims covered thereby and shall not seek contribution in any way from insurance maintained by Service Company. District and Service Company waive against each other all damages covered by commercial general liability, auto liability, and property insurance provided herein, except such rights as they may have to the proceeds of such insurance. District shall require similar waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.6. The District shall ensure that all companies providing services to the District shall name on all applicable policies maintained by such companies Service Company as an additional insured and shall indemnify, defend, and hold harmless the Service Company for all claims, losses causes of action, costs and expenses, including reasonable attorney fees arising from or related to the services provided by said company. District shall require waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.7. District hereby waives any and all claims against Service Company, including Service Company's employees, agents, affiliates, for property damage or bodily injury occurring in, on, or around the District's premises, whether caused by peril, accident, theft or from any cause whatsoever, other than solely caused by the willful misconduct of Service Company.

6.8. District agrees that Service Company is not responsible for recommending or providing the insurance coverage for the District. And any insurance provided by District is primary as per Section 6.5.

6.9. All insurance shall be written with insurance

companies with an A.M. Best rating of A-, VII or higher. All liability policies shall contain a severability of interest clause. All insurance shall provide that notice of default or cancellation shall be sent to Service Company as well as District and shall require a minimum of thirty (30) days written notice to Service Company prior to any cancellation of or changes to said policies. District agrees to provide Service Company with certificates evidencing such insurance, including the additional insured endorsement, or with copies of such policies, including all endorsements, within ten (10) days of the execution of this Agreement.

## **7) DISPUTES**

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation services.

7.2 In the event the parties cannot settle their disputes under the provisions of Section 7.1, the enforcement of this Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

## **8) FORCE MAJEURE**

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should

have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

## **9) PUBLIC RECORDS**

9.1 Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company to fully comply with the provisions of Chapter 119, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Service Company shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Service Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Service Company fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE (954) 603-0033 OR EMAIL [AT PUBLICRECORDS@INFRAMARK.COM](mailto:PUBLICRECORDS@INFRAMARK.COM), OR VIA MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.**

## **10) MISCELLANEOUS**

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the

construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the

successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof with venue in the county where the District is located. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

**To Service Company:**

Inframark, LLC  
2002 West Grand Parkway North, Suite 100  
Katy, Texas 77449  
Attn: Chris Tarase, President

**To District:**

Abbott Square Community Development District  
2005 Pan Am Circle, Suite 300  
Tampa, Florida 33607  
Attn: District Manager

**With a copy to:**

Straley Robin Vericker  
1510 W. Cleveland St.  
Tampa, Florida 33606  
Attn: District Counsel

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. The Service Company is and shall remain at all times an independent contractor. Neither the

Service Company nor employees of the Service Company are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws. The Service Company agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Service Company, if there are any, in the performance of this Agreement. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Service Company. The Service Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District, unless authorized by the District. The Service Company shall not have the authority to assume or create any obligation, express or implied, on behalf of the District and the Service Company shall have no authority to represent the District as an agent or in any other capacity, unless authorized by the District.

10.15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes, Service Company represents that in entering into this Agreement, the Service Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Service Company is placed on the convicted vendor list, the Service Company shall immediately notify the District whereupon this Agreement may be terminated by the District.

10.16. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Service Company represents that in entering into this Agreement, the Service Company has not been designated as a "**scrutinized company**" under the statute and, in the event that the Service Company is designated as a "**scrutinized company**", the Service Company shall immediately notify the District whereupon this Agreement may be terminated by the District.

10.17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

10.18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Service Company represents that it is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all

requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

If the District has a good faith belief that the Service Company has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Service Company otherwise complied with its obligations thereunder, the District shall promptly notify the Service Company and the Service Company will immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

**Inframark, LLC**

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Chris Tarase  
President

**Abbott Square Community Development  
District**

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Name: \_\_\_\_\_  
Chair of the Board of Supervisors

## **Schedule A** **Scope of Services**

The professional amenity management services are generally described below and are intended to incorporate all services that are necessarily performed by an amenity management firm in the effective operation of an amenity facility in compliance with federal, state, and local regulations.

### **MANAGEMENT:**

1. Provide professional management and oversight to perform the services outlined in this contract.
2. Managing the personnel which includes recruiting, hiring, training, oversight and evaluation.

### **PERSONNEL:**

1. **Manager:** Shall be employed as a full-time, salaried position to oversee and supervise the club facilities. They are the onsite representative of the Consultant. The Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board and District Manager. These responsibilities also include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.
2. **Club Representatives:** Shall be employed, as needed, in hourly positions to support the Manager and assist and maintain smooth and effective daily operations of the recreational and club facilities. Assist and orient residents in using the club and recreational facilities. Enforce the rules and regulations of the club and recreational facilities.
3. **Community Service Attendants:** Shall be employed as part time, hourly positions to check ID cards, monitor the pool areas and enforce rules and guidelines.

**RESPONSIBILITIES:** The onsite personnel will be responsible for the following services; a detailed description of these services is provided below:

### **MANAGER:**

1. Responsible for recruiting, hiring, training, and supervising all CDD amenities club employees.
2. Log vacations, conduct disciplinary action plans and assist HR with the new hire paperwork.
3. Responsible for motivating employees as individuals while building a positive, cohesive team. Includes employee appreciation.
4. Responsible for preparing and managing all employee work schedules to ensure that the grounds are adequately staffed to maximize resident satisfaction, meet programming needs, and maintain the grounds and facilities. Adhere to the annual personnel budget. (District Manager must approve any scheduling need which would exceed the budget.)
5. Responsible for an annual written review and personal review meeting of all employees.
6. Process timesheets and forward to HR.
7. Supervise employees and ensure compliance with personnel manual using sound management practices.
8. Encourage suggestions from employees that may streamline processes in day-to-day operations and provide better customer service.
9. Ensure that employees effectively troubleshoot and remediate any unpleasant resident experiences, including ensuring that employees make appropriate referrals as needed.
10. Establish appropriate intervention measures to be taken by employees in potentially hazardous situations.

11. Ensure that employees respond quickly and courteously to resident concerns, enlisting the assistance of management as needed.
12. Ensure that all staff know the appropriate person/agency to contact in the event of minor emergencies.
13. Ensure that staff is well-versed in process of disaster preparedness, including hazardous weather.

**Budget and Finance:**

14. Responsible for adhering to the annual CDD operating budget.
15. Work with the District Manager in the annual budget preparation.
16. Responsible for approving all invoices *I* purchases for the club and recreational facilities, not exceeding \$500. (All purchases which exceed \$500 require approval from the District Manager).
17. Submit approved invoices to the District Manager on a weekly basis.
18. Resolve invoice disputes/problems of less than \$500 with associated vendor. (Problems over \$500 are resolved by the District Manager with feedback from the Manager).

**Property and Facility Management:**

19. Responsible for approving and scheduling private events and event room rentals.
20. Manage the assignment of Access IDs.
21. Responsible for managing club vendors for services such as pool maintenance, facility cleaning, fitness equipment maintenance, landscaping, A/C & heating, pest control, yearly sprinkler inspections, yearly fire & burglar alarm inspections, fire extinguisher inspections, fire retardant application, etc.
22. Research & implement, when applicable, cost savings on products & vendors, such as; LED lighting, printing, cleaning supplies, Eco Friendly products, etc.
23. Troubleshoot IT, A/C, Plumbing, Surveillance Systems, Ice Machine, pool issues, etc. before calling for repairs.
24. Routinely review onsite surveillance systems for functionality and incidents. Responsible for ensuring compliance with all Health Department requirements and licenses for the spa, fitness center, and pools.
25. First point of contact for after-hours emergencies, concerns, alarms or incidents.
26. Perform routine office and facility maintenance duties to aid in resident satisfaction and ensure a spotless physical appearance of the facilities.
27. Complete routine walks throughout the buildings and outside amenities.
28. Ensure spotless physical appearance of the facilities and supervise daily operations.
29. Maintain Inventory Sheets on Fitness Center equipment and Maintenance Equipment.

**Community Relations:**

30. Responsible for building and maintaining relationships with residents.
31. Primary resident contact for all major resident issues and concerns. Troubleshoot resident issues with the appropriate staff and/or District Manager employee. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
32. Responsible for reviewing, updating, and enforcing rules and regulations for residents participating in community events or on community property.
33. Responsible for providing input and feedback to the HOA Board & Management Company as requested. Work with the HOA management company on an as-needed basis.
34. Responsible for providing input and feedback to the CDD on major issues pertaining to residents, staff, property and facilities, vendor services, and community policies and procedures.
35. Meet with individual Board members & residents as requested.
36. Meet with the District Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.

37. Maintain community relationships. This includes developing a mutually beneficial relationship with the vendors of Abbott Square Club. At times includes familiarity with the staff, local schools' administrative staff, local newspaper contacts, Chamber of Commerce, etc.
38. Serve as management contact for residents regarding programs and events.
39. Maintain events calendar & Room Rental calendar.
40. Manage the assignment of Access IDs.
41. Meet and greet homeowners and potential homebuyers, Realtors and other visitors, and provide information through personal dialogue and tours of the Facilities.
42. Meet with, schedule, and complete paperwork for Private Events in the Activities Center, Theater and classroom.
43. Resolve any issues requiring attention on behalf of the Residents.
44. Facilitate Emergency Plans.
45. Document incidents and communicate with District Manager & Board Chair.
46. Troubleshoot any community concerns with the District Manager.

#### **Community Service Attendants:**

1. Arrange chairs in an organized presentable appearance
2. Put all umbrellas up / down if weather is threatening
3. Wipe tables down
4. Empty all garbage receptacles / pick up trash
5. Straighten chairs on the deck and gathering areas
6. Check resident ID cards
7. Enforce the rules and regulations
8. Skim pools for leaves
9. Clean out grills
10. Check restrooms, showers and lockers

#### **EXCLUSION TO SERVICES**

Service Company specifically excludes from its scope of services the following services to, for, and on behalf of the District:

- 1- Employing lifeguards for the benefit of the District, performing any lifeguard or similar services, or supervising or overseeing lifeguards hired by the District;
- 2- Direct contracting for lifeguard, lifeguard services, or similar services;
- 3- Evaluating lifeguard service providers' performance and making recommendation to the District;
- 4- Performing any pool operations or maintaining and repairing the pool and its related appurtenances;
- 5- Developing pool and amenity center rules or policies;
- 6- Verifying that the lifeguard or pool attendants are acting in accordance with their contracts or obligations under local or state guidelines;
- 7- Handling any performance issues or complaints regarding the lifeguards; and

## **Schedule B Fee Schedule**

### **I. ANNUAL BASE FEE**

The Annual Base Fee beginning November 1, 2025, shall be \$116,258.00 (\$9,688.10 per month plus any applicable taxes).

Base fee includes:

- Dedicated full-time Clubhouse Manager for 40 hours per week
- 20 per week part-time Community Service Attendant
- 15 per week part-time Community Service Attendant

These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs include: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

Employees are entitled to time off per company policy and any required backfill for staff during earned and approved holiday and vacation/sick time will be billed at an hourly basis as outlined below:

• Clubhouse Manager	\$100.00/hour
• Community Service Attendant	\$45.00 per hour

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Office Equipment:** Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES**

---

**DATE:** September 3<sup>rd</sup> 2025

**BETWEEN:** HOME ENCOUNTER HECM, LLC  
12906 Tampa Oaks Blvd  
Suite 100  
Tampa, Florida 33637

(Hereinafter referred to as "Consultant")

**AND:** ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT  
6598 Bar S Bar Trail  
Zephyrhills FL, 33541

(Hereinafter referred to as "District")

**PURPOSE AND SCOPE OF SERVICES:**

The purpose of this engagement is for the Consultant to provide professional amenity management services to the District for the Abbott Square Community Clubhouse and recreational facilities.

**STANDARD ON-GOING SERVICES:**

These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the amenity and recreational facilities located at the Abbott Square Community Clubhouse. Consultant shall provide professional management and oversight to perform the services outlined in this contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.

**TIME FRAME:**

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

**ADDITIONAL SERVICES:**

In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services.

If any additional services are required or requested, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any additional services.

**FEES AND EXPENSES:**

**A** schedule of fees for the services described above and in **Exhibit A** to this contract. The Consultant shall only be paid for the services provided. Unless otherwise specified herein, the Consultant will invoice monthly for its services in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

**The** District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.

**Upon** the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

Fees for the Standard Ongoing Services may be negotiated annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District's action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District. The District's adoption of the General Fund Budget will not constitute the District's consent for payment of any expenses, and a separate consent for all such expenses will be obtained pursuant to the provisions of this contract which will be an addendum to this contract.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in **Exhibit B**.

Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, courier expenses (such as Federal Express or UPS), telephone, and utilities. Subject to mutual agreement between Consultant and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

No expenditure may be made without prior Board approval. In the event of an emergency the Contractor shall report such expenditure and the reason to the District Manager and Chairman for approval prior to taking any action.

Fees for services to be billed on an hourly basis will be at our then current standard rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as agreed to in writing by the District, in advance of

such proposed change, indicating the new hourly fee for such services. Hourly rates as of the date of the contract are shown in **Exhibit B**.

**PAYMENT TERMS:**

**Standard On-Going Services:**

Will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B** to this contract.

**Additional Services:**

Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B** to this contract.

**Out-of-Pocket expenses:**

Will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

**SUSPENSION OF SERVICES FOR NON-PAYMENT:**

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.

**NON-CONTINGENCY:**

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**DISTRICT RESPONSIBILITIES:**

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

**LIMITATIONS OF RESPONSIBILITIES:**

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood,

hurricane, freezing or other similar occurrences.

**TERMINATION OF THIS CONTRACT:**

This contract may be terminated as follows:

- 1) **By** the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;
- 2) By the Consultant for "good cause", which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or
- 3) **By** the Consultant or District, for any reason, upon provision of a minimum sixty (60) days written notice of termination to the address noted herein; and
- 4) Consultant shall have the right to immediately resign and stop providing all services if the District engages in illegal activities or actions.

**Consultant** will be entitled to full compensation, pursuant to the terms of this contract, for services provided through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**GENERAL TERMS AND CONDITIONS:**

- 1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70. F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs.
- 3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.
- 4) This contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

- 5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the contract which shall remain in full force and effect.
- 6) The rights and obligations of the District as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this contract by the Consultant.
- 7) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.
- 8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

 The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

- 9) The District shall at the expense of the District, provide and maintain public official liability and general liability insurance in an amount not less than one million dollars (\$1,000,000.00).
- 10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
  - a) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
  - b) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
  - c) Employment Practices Liability insurance with limit of two million

dollars (\$2,000,000.00) per each occurrence.

- d) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of one million dollars (\$1,000,000.00).

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request.

**EXPENSES RELATED TO FACILITY:**

All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

**FACILITY REVENUE:**

 The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.

**TAX EXEMPT STATUS:**

The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.

**INDEPENDENT CONTRACTOR STATUS:**

 The Consultant and the District agree that the Consultant is and will remain at all times an independent contractor and will not in any way claim or be considered an agent or employee of the District. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture between the District and the Consultant. The Consultant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District. The payment of fees and expenses, as outlined in this contract, are not contingent upon any circumstance not specifically outlined in this contract.

**ASSIGNMENT:**

Neither the District nor the Consultant (except as provided below) may assign this contract or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by the Consultant or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, the Consultant may assign this contract or any monies to become due hereunder at any time and from time to time without notice and/or prior written approval to any of its affiliates.

**COMPLIANCE WITH PUBLIC RECORDS LAWS:**

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. Contractor acknowledges that the designated public records custodian for the District is Home Encounter HECM, LLC ("Public Records Custodian"). Should the Public Records Custodian change during the term of this Agreement, written notice shall be provided to Contractor per the Notice provisions described herein. Such notice shall be considered accepted and effective upon delivery. Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 993-4000, OR BY EMAIL AT [CONTACTUS@FOLIOAM.COM](mailto:CONTACTUS@FOLIOAM.COM) OR BY REGULAR MAIL AT 12906 TAMPA OAKS BLVD STE 100, TEMPLE TERRACE, FL 33637.**

This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

HOME ENCOUNTER HECM, LLC.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**STANDARD ON-GOING SERVICES:** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the club amenity facilities.

**MANAGEMENT:**

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Managing the personnel which includes, recruiting, hiring, training, oversight and evaluation.

**PERSONNEL:**

The Consultant shall employ personnel as necessary to manage and operate the club and recreational amenities. A general description of these positions is provided below:

1. **Manager:** Shall be employed as a full time, salaried position to oversee and supervise the club facilities. They are the onsite representative of the Consultant. The Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board and District Manager. These responsibilities also include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.
2. **Club Representatives:** Shall be employed, as needed, in hourly positions to support the Manager and assist and maintain smooth and effective daily operations of the recreational and club facilities. Assist and orient residents in using the club and recreational facilities. Enforce the rules and regulations of the club and recreational facilities.
3. **Pool Attendants:** Shall be employed as part time, hourly positions to check ID cards, monitor the pool areas and enforce rules and guidelines.

**RESPONSIBILITIES:**

The onsite personnel will be responsible for the following services, a detailed description of these services is provided below:

**Manager:**

1. Responsible for recruiting, hiring, training, and supervising of all CDD amenities club employees.
2. Log vacations, conduct disciplinary action plans and assist HR with the new hire paperwork.
3. Responsible for motivating employees as individuals while building a

positive, cohesive team. Includes employee appreciation.

4. Responsible for preparing and managing all employee work schedules to ensure that the grounds are adequately staffed to maximize resident satisfaction, meet programming needs, and maintain the grounds and facilities. Adhere to the annual personnel budget. (District Manager must approve any scheduling need which would exceed the budget.)
5. Responsible for an annual written review and personal review meeting of all employees.
6. Process timesheets and forward to the Amenities Manager & HR.
7. Supervise employees and ensure compliance with personnel manual using sound management practices.
8. Encourage suggestions from employees that may streamline processes in day-to-day operations and provide better customer service.
9. Ensure that employees effectively troubleshoot and remediate any unpleasant resident experiences, including ensuring that employees make appropriate referrals as needed.
10. Establish appropriate intervention measures to be taken by employees in potentially hazardous situations.
11. Ensure that employees respond quickly and courteously to resident concerns, enlisting the assistance of management as needed.
12. Ensure that all staff knows the appropriate person/agency to contact in the event of minor emergencies.
13. Ensure that staff is well-versed in process of disaster preparedness, including hazardous weather.

**Budget and Finance:**

14. Responsible for adhering to the annual CDD operating budget.
15. Work with the District Manager in the annual budget preparation.
16. Responsible for approving all invoices / purchases for the club and recreational facilities, not exceeding \$500. (All purchases which exceed \$500 require approval by the District Manager).
17. Submit approved invoices to the District Manager on a weekly basis.
18. Resolve invoice disputes/problems of less than \$500 with associated vendor. (Problems over \$500 are resolved by the District Manager with feedback from the Manager).

**Property and Facility Management:**

19. Responsible for approving and scheduling private events and event room rentals.
20. Manage the assignment of Access IDs.
21. Responsible for managing club vendors for services such as pool maintenance, facility cleaning, fitness equipment maintenance, landscaping, A/C & heating, pest control, yearly sprinkler inspections, yearly fire & burglar alarm inspections, fire extinguisher inspections, fire retardant application, etc.
22. Research & implement, when applicable, cost savings on products & vendors, such as; LED lighting, printing, cleaning supplies, Eco Friendly products, etc.
23. Troubleshoot IT, A/C, Plumbing, Surveillance Systems, Ice Machine,

pool issues, etc. before calling for repairs.

24. Routinely review onsite surveillance systems for functionality and incidents.

Responsible for ensuring compliance with all Health Department requirements and licenses for the spa, fitness center, and pools.

- 25. First point of contact for after-hours emergencies, concerns, alarms or incidents.
- 26. Perform routine office and facility maintenance duties to aid in resident satisfaction and ensure a spotless physical appearance of the facilities.
- 27. Complete routine walks throughout the buildings and outside amenities.
- 28. Ensure spotless physical appearance of the facilities and supervise daily operations.
- 29. Maintain Inventory Sheets on Fitness Center equipment and Maintenance Equipment.

**Community Relations:**

- 30. Responsible for building and maintaining relationships with residents.
- 31. Primary resident contact for all major resident issues and concerns. Troubleshoot resident issues with the appropriate staff and/or District Manager employee. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
- 32. Responsible for reviewing, updating, and enforcing rules and regulations for residents participating in community events or on community property.
- 33. Responsible for providing input and feedback to the HOA Board & Management Company as requested. Work with the HOA management company on an as-needed basis.
- 34. Responsible for providing input and feedback to the CDD on major issues pertaining to residents, staff, property and facilities, vendor services, and community policies and procedures.
- 35. Meet with individual Board members & residents as requested.
- 36. Meet with the District Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.
- 37. Maintain community relationships. This includes developing a mutually beneficial relationship with the vendors of Abbott Square Club. At times includes familiarity with the staff, local schools' administrative staff, local newspaper contacts, Chamber of Commerce, etc.
- 38. Serve as management contact for residents regarding programs and events.
- 39. Maintain events calendar & Room Rental calendar.
- 40. Manage the assignment of Access IDs.
- 41. Meet and greet homeowners and potential homebuyers, Realtors and other visitors, and provide information through personal dialogue and tours of the Facilities.
- 42. Meet with, schedule, and complete paperwork for Private Events in the Activities Center, Theater and classroom.
- 43. Resolve any issues requiring attention on behalf of the Residents.
- 44. Facilitate Emergency Plans.
- 45. Document incidents and communicate with OM & Board Chair.
- 46. Troubleshoot all community concerns with the District Manager.

**Pool Attendants:**

1. Arrange chairs in an organized presentable appearance
2. Put all umbrellas up / down if weather is threatening
3. Wipe tables down
4. Empty all garbage receptacles / pick up trash
5. Straighten chairs on the deck and gathering areas
6. Check resident ID cards
7. Enforce the rules and regulations
8. Skim pools for leaves
9. Clean out grills
10. Check restrooms, showers and lockers

**EXHIBIT B**

**Standard On-Going Services** will be billed monthly, payable in advance of each month pursuant to the following schedule for the period of **October 1, 2025 to September 30, 2026**:

**SERVICES (October 1, 2025 to September 30, 2026):**

**Full Time Personnel (40 hours per week for 52 weeks)**

- Manager-40 hours per week

**Part Time Personnel (35 hours per week for 52 weeks totaling 182 hours)**

-Clubhouse/Pool Attendant (20 hours)

-Clubhouse/Pool Attendant (15 hours)

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Budgeted Personnel Total (1) \$110,257.60

General Management and Oversight (2) \$ 6,000.00

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Total Services Costs: \$116,257.60

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**Total Services Costs:** **\$116,257.60**

**(1).** These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

**(2).** General Management and Oversight: The costs associated with Home Encounter HECM, LLC expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Office Equipment:** Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.



#### **ADDITIONAL SUPPORT SERVICES:**

Additional Support services will be billed hourly pursuant to the current hourly rates shown below:

<b>Job Title:</b>	<b>Hourly Rate:</b>
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
District Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Bookkeeper/Clerk	\$ 85.00
Administrative Assistant	\$ 85.00



# Estimate

Date 12/22/2025 Estimate # EST-SCA3049

Customer Information		Project Information	
Abbott Square Amenity Center	<b>Contact</b>	SM1105	Abbott Square Amenity Center
Abbott Square CDD	<b>Phone</b>	36690 Garden Wall Way	Zenhvrhills, FL 33541
	<b>E-mail</b> inframarkCMS@payables...	<b>Proposal Prepared By:</b>	Yovani Cordero
	<b>Account #</b>	<b>Type Of Work</b>	

Steadfast proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Cost
This proposal is to replace the controller module that burnt out.	887.47

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

**Total**

\$887.47

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this 23rd day of December, 2025.

Signature: Alize Aninipot

Printed Name and Title: Alize Aninipot District Manager

Representing (Name of Firm): Abbott Square CDD

Fields Consulting Group, LLC (dba. Mike's

Signs)

11749 Crestridge Loop

New Port Richey, FL

34655-0017 USA

signsandgraphicsbymike@gmail.com

*Fields*  
CONSULTING GROUP, LLC

11749 Crestridge Loop  
Trinity, FL 34655



## Estimate

### ADDRESS

Inframark

Abbott Square CDD

Attn: Jason Leggitt

2005 Pan Am Circle #300

Tampa, FL 33607

ESTIMATE # 1810

DATE 12/10/2025

### SALES REP

Mike Fields

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Install (Signage)	Item #1 : "Smithfield Ln + Garden Wall Way" - Leaning post; Pull up post, temporarily remove/reinstall the street name signs and reset level + tighten the street name signs hardware.	1	100.00	100.00
	Install (Signage)	Item #2 : "Garden Wall Way + Back Forty Lp" - Leaning post; Pull up post, temporarily remove/reinstall the street name signs and reset level + tighten the street name signs hardware.	1	100.00	100.00
	Install (Signage)	Item #3 : "Well Hill Way + Back Forty Lp" - Leaning post; Pull up post, temporarily remove/reinstall the street name signs and reset level + tighten the street name signs hardware.	1	100.00	100.00
	Install (Signage)	Item #4 : "Camp Fire Terrace + Back Forty Lp" - Leaning post; Pull up post, temporarily remove/reinstall the street name signs and reset level + tighten the street name signs hardware.	1	100.00	100.00
	Install (Signage)	Item #5 : "Bar S Bar Trail + Well Hill Way" - Leaning post Pull up post, temporarily remove/reinstall the street name signs and reset level + tighten the street name signs hardware.	1	100.00	100.00

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SUBTOTAL	500.00
TAX	0.00
<b>TOTAL</b>	<b>\$500.00</b>

Accepted By

Accepted Date

## RESOLUTION 2026-03

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE ELECTION OF BOARD MEMBERS IN THE UPCOMING GENERAL ELECTION.

**WHEREAS**, the Abbott Square Community Development District ("District") is a local unit of special-purpose government situated in Pasco County, Florida (the "County");

**WHEREAS**, the Board of Supervisors of the District (the "Board") is the governing body of the District and each Board member is elected or appointed to a specific seat on the Board and the terms are staggered so that there is always an election every 2 years for certain seats on the Board;

**WHEREAS**, Section 190.003(17), *Florida Statutes* defines a "qualified elector" as someone who is at least 18 years of age, a citizen of the United States, a legal resident of Florida and of the District, and who registers to vote with the County Supervisor of Elections where the District is located;

**WHEREAS**, after the transition to qualified elector seats each Board member has a 4-year term and as their term expires their seats will be for election pursuant to Sections 190.006(3)(a) 2.b. and 2.c, *Florida Statutes*;

**WHEREAS**, the following Board seats will be up for election in the upcoming General Election and all seats will have 4-year terms:

Seat No. 1, Currently held by Kelly Evans  
Seat No. 2, Currently held by Lori Campagna  
Seat No. 5, Currently held by Malinda Desruisseaux

#### **NOW, THEREFORE BE IT RESOLVED BY THE BOARD THAT:**

**Section 1. General Election.** The seats designated above will be up for election in the upcoming General Election (with election day being the first Tuesday of November) by the qualified electors residing within the boundaries of the District.

**Section 2. Qualifying Period.** The period of qualifying as a candidate to serve as a member on the Board is noon, Monday June 8, 2026 through noon, Friday June 12, 2026. This Resolution shall serve as the District's notice of the qualifying period, pursuant to Section 190.006(3)(b), *Florida Statutes*. Interested candidates should contact the County Supervisor of Elections for further information.

**Section 3. Conduction and Procedure of Election.**

- a. Other than supplying the seats up for election to the County Supervisor of Elections, the District is not involved in the election.
- b. The election shall be conducted according to the requirements of general law and law governing special district elections.
- c. Candidates seeking election shall conduct their campaigns in accordance with the provisions of Chapter 106, *Florida Statutes* and shall file qualifying papers and qualify for individual seats in accordance with Section 99.061, *Florida Statutes*.
- d. The election shall be held at the precinct polling places designated by the County Supervisor of Elections.
- e. The polls shall be opened and closed as provided by law, including, but not limited to Section 100.011, *Florida Statutes*.

- f. The ballot shall contain the names of the candidates to be voted upon, pursuant to Section 101.151, *Florida Statutes*.
- g. The Department of State shall make out a notice stating what offices are to be filled at the general election, pursuant to Section 100.021 *Florida Statutes*.

**Section 4. Election Costs.** The District shall be responsible for paying the District's proportionate share of the regular election costs, if any, pursuant to Section 100.011, *Florida Statutes*.

**Section 5. Effective Date and Transmittal.** This Resolution shall become effective upon its passage and the District Manager is authorized to transmit a copy of this Resolution to the County Supervisor of Elections.

**This Resolution is duly passed and adopted on January 12, 2026.**

**Attest:**

**Abbott Square  
Community Development District**

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Print Name: \_\_\_\_\_

Secretary /  Assistant Secretary

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Print Name: \_\_\_\_\_

Chairperson /  Vice Chairperson