

Westchase Community Development District

Board of Supervisors

Matt Lewis, Chairman
Christopher Barrett, Vice Chairman
James Wimsatt, Assistant Secretary
Reggie Gillis, Assistant Secretary
Christopher High, Assistant Secretary

Heather Dilley, District Manager
Erin McCormick, Esq, District Counsel
Sherida Cook, Office Manager
Robert Dvorak, District Engineer
David Sylvanowicz, Field Manager

Regular Meeting Agenda

Tuesday, July 7, 2026 – 4:00 p.m.

Meeting Location: Maureen B. Gauzza Regional Library,
11211 Countryway Boulevard, Tampa, Florida

www.westchasecdd.us

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1. Call to Order
 2. Pledge of Allegiance
 3. Audience Comments on Agenda Items – *Three (3) Minute Time Limit*
 4. Consent Agenda
 - A. Acceptance of Unaudited May 2026 Financials..... Page 2
 - a. Operations and Maintenance Expenditures Report for May 2026..... Page 19
 - B. Review of Minutes from the Meeting held June 2, 2026..... Page 20
 - C. Ratification of Arborist Aboard – Tree Inventory, Mapping, and Reporting Agreement - \$45,950.00..... Page 48
 5. Staff Reports
 - A. District Counsel
 - a. Update regarding Cell Tower Lease with Vertex
 - b. Pond 120 Update
 - c. Consideration of the Addendum to District Counsel’s Engagement Agreement Signed November 18, 2025..... Page 67
 - B. District Engineer
 - a. Consideration of BDI Engineering – Sidewalk Repairs Evaluation & Request for Proposals Project - \$11,310.00..... Page 69
 - C. Field Manager
 - a. Consideration of Arborist Services Proposal
 - i. Tree Study..... Page 74
 - ii. Arborist Aboard – Cambistat Inoculation Project of Shires, Wycliff, and Kingsbridge - \$28,230.00..... Page 80
 - iii. Arborist Aboard – Trimming of Shires, Wycliff, and Kingsbridge - \$70,950.00..... Page 85
 - b. Discussion of Tree Removal Resident (Punzak) Request..... Page 90
 - D. District Manager
 6. Audience Comments on New Business Items – *Three (3) Minute Time Limit*
 7. Supervisor Requests
 8. Adjournment

The next workshop meeting is scheduled for July 21, 2026, 4:00 p.m. at Westchase Swim and Tennis Center, 10405 Countryway Blvd, Tampa, Florida.

District Office:

Kai
2502 N. Rocky Point Dr.
Suite 1000, Tampa, FL 33607

Meeting Location:

Maureen B. Gauzza Regional Library
11211 Countryway Boulevard,
Tampa, FL 33626

Westchase Community Development District
Balance Sheet
May 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND (001)	GENERAL FUND - HARBOR LINKS (002)	GENERAL FUND - THE ENCLAVE (003)	GENERAL FUND - SAVILLE ROW (004)	GENERAL FUND - COMMERCIAL ROAD (005)
<u>ASSETS</u>					
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	-	-	-	-	-
Lease Receivable	479,758	-	-	-	-
Due From Other Gov'tl Units	1,642	-	-	-	-
Interest/Dividend Receivables	2,401	-	-	-	-
Due From Other Funds	3,473,661	425,224	13,708	10,846	75,942
Investments:					
Money Market Account	-	-	-	-	-
Prepays	82,443	388	-	353	-
Deposits	3,191	667	3,030	20	-
TOTAL ASSETS	\$ 4,043,097	\$ 426,279	\$ 16,738	\$ 11,218	\$ 75,942
<u>LIABILITIES</u>					
Accounts Payable	\$ 54,769	\$ 3,384	\$ -	\$ 177	\$ -
Accrued Expenses	20,960	618	2,017	38	-
Sales Tax Payable	2,901	-	-	-	-
Deferred Revenue	456,285	-	-	-	-
Due To Other Funds	-	-	-	-	-
TOTAL LIABILITIES	534,916	4,002	2,017	215	-
<u>FUND BALANCES</u>					
Nonspendable:					
Deposits	3,191	667	3,030	20	-
Restricted for:					
Capital Projects	-	-	-	-	-
Assigned to:					
Operating Reserves	833,713	9,555	205	-	1,280
Reserves - Erosion Control	60,000	-	-	-	-
Reserves - Roadways	502,031	177,921	-	5,234	14,250
Unassigned:	2,109,245	234,134	11,486	5,750	60,412
TOTAL FUND BALANCES	\$ 3,508,181	\$ 422,277	\$ 14,721	\$ 11,004	\$ 75,942
TOTAL LIABILITIES & FUND BALANCES	\$ 4,043,097	\$ 426,279	\$ 16,738	\$ 11,218	\$ 75,942

Westchase Community Development District
Balance Sheet
May 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND - THE GREENS (102)	GENERAL FUND - STONEBRIDGE (103)	GENERAL FUND - WEST PARK VILLAGE (323,4,5A,6) (104)	GENERAL FUND - WEST PARK VILLAGE (324-C5) (105)	GENERAL FUND - VINEYARDS (106)
<u>ASSETS</u>					
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	-	-	-	-	-
Lease Receivable	-	-	-	-	-
Due From Other Gov'tl Units	-	-	-	-	-
Interest/Dividend Receivables	-	-	-	-	-
Due From Other Funds	206,450	68,540	143,113	31,393	302,135
Investments:					
Money Market Account	-	-	-	-	-
Prepays	197	146	-	-	141
Deposits	8,120	853	14,572	765	-
TOTAL ASSETS	\$ 214,767	\$ 69,539	\$ 157,685	\$ 32,158	\$ 302,276
<u>LIABILITIES</u>					
Accounts Payable	\$ 23,393	\$ 153	\$ -	\$ -	\$ 916
Accrued Expenses	6,232	670	12,009	554	-
Sales Tax Payable	-	-	-	-	-
Deferred Revenue	-	-	-	-	-
Due To Other Funds	-	-	-	-	-
TOTAL LIABILITIES	29,625	823	12,009	554	916
<u>FUND BALANCES</u>					
Nonspendable:					
Deposits	8,120	853	14,572	765	-
Restricted for:					
Capital Projects	-	-	-	-	-
Assigned to:					
Operating Reserves	-	3,703	361	1,289	3,818
Reserves - Erosion Control	-	-	-	-	-
Reserves - Roadways	5,201	51,831	101,362	23,797	156,509
Unassigned:	171,821	12,329	29,380	5,754	141,033
TOTAL FUND BALANCES	\$ 185,142	\$ 68,716	\$ 145,675	\$ 31,605	\$ 301,360
TOTAL LIABILITIES & FUND BALANCES	\$ 214,767	\$ 69,539	\$ 157,685	\$ 32,158	\$ 302,276

Westchase Community Development District
Balance Sheet
May 31, 2026

ACCOUNT DESCRIPTION	WESTCHASE UNINSURABLE ASSETS FUND	CLEARING FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ -	\$ 2,248,190	\$ 2,248,190
Accounts Receivable	-	-	-
Lease Receivable	-	-	479,758
Due From Other Gov'tl Units	-	-	1,642
Interest/Dividend Receivables	-	-	2,401
Due From Other Funds	702,196	-	5,453,209
Investments:			-
Money Market Account	-	3,205,020	3,205,020
Prepays	-	-	83,666
Deposits	-	-	31,218
TOTAL ASSETS	\$ 702,196	\$ 5,453,209	\$ 11,505,104
<u>LIABILITIES</u>			
Accounts Payable	\$ -	\$ -	\$ 82,792
Accrued Expenses	-	-	43,098
Sales Tax Payable	-	-	2,901
Deferred Revenue	-	-	456,285
Due To Other Funds	-	5,453,209	5,453,209
TOTAL LIABILITIES	-	5,453,209	6,038,286
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	-	-	31,218
Restricted for:			
Capital Projects	702,196	-	702,196
Assigned to:			
Operating Reserves	-	-	853,924
Reserves - Erosion Control	-	-	60,000
Reserves - Roadways	-	-	1,038,136
Unassigned:	-	-	2,781,343
TOTAL FUND BALANCES	\$ 702,196	\$ -	\$ 5,466,818
TOTAL LIABILITIES & FUND BALANCES	\$ 702,196	\$ 5,453,209	\$ 11,505,104

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ 26,000	\$ 39,875	153.37%	\$ 5,981
Interest - Tax Collector	1,500	4,760	317.33%	-
Lease Revenue	20,899	-	0.00%	-
Special Assmnts- Tax Collector	3,608,406	3,572,731	99.01%	13,011
Special Assmnts- Discounts	(144,336)	(134,885)	93.45%	(362)
Other Miscellaneous Revenues	800	3,652	456.50%	-
Pavilion Rental	5,000	8,125	162.50%	150
Insurance Reimbursements	-	2,500	0.00%	-
TOTAL REVENUES	3,518,269	3,496,758	99.39%	18,780
EXPENDITURES				
Administration				
P/R-Board of Supervisors	19,000	13,400	70.53%	2,000
FICA Taxes	1,454	352	24.20%	-
ProfServ-Engineering	75,000	47,550	63.40%	3,655
ProfServ-Legal Services	125,000	58,623	46.90%	7,826
ProfServ-Mgmt Consulting	128,683	84,818	65.91%	10,417
ProfServ-Recording Secretary	16,639	9,919	59.61%	279
Auditing Services	7,800	7,900	101.28%	-
Postage and Freight	5,000	1	0.03%	-
Insurance - General Liability	62,116	52,546	84.59%	-
Printing and Binding	300	-	0.00%	-
Legal Advertising	6,500	569	8.75%	85
Misc-Assessment Collection Cost	68,384	68,757	100.55%	253
Misc-Credit Card Fees	1,100	310	28.22%	5
Misc-Contingency	9,363	2,502	26.72%	254
Office Supplies	120	842	701.44%	617
Annual District Filing Fee	175	175	100.00%	-
Total Administration	526,634	348,264	66.13%	25,393
Flood Control/Stormwater Mgmt				
Contracts-Lake and Wetland	118,000	78,667	66.67%	9,833
Contracts-Fountain	8,820	11,894	134.85%	1,705
R&M-Aquascaping	15,000	-	0.00%	-
R&M-Drainage	27,200	163,275	600.28%	-
R&M-Fountain	8,000	1,458	18.23%	-
Total Flood Control/Stormwater Mgmt	177,020	255,294	144.22%	11,538

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL	YEAR TO DATE	YTD ACTUAL	Jan-00
	ADOPTED		AS A % OF	
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
<u>Right of Way</u>				
Payroll-Salaries	310,000	190,382	61.41%	21,998
Payroll-Benefits	104,000	49,975	48.05%	(1,554)
Payroll - Overtime	36,000	24,382	67.73%	2,889
Payroll - Bonus	40,000	37,500	93.75%	-
FICA Taxes	50,000	19,298	38.60%	1,904
ProfServ-Landscape Architect	25,000	13,667	54.67%	-
Contracts-Police	185,000	124,951	67.54%	17,351
Contracts-Other Services	20,000	13,040	65.20%	1,630
Contracts-Landscape	708,000	505,333	71.37%	63,167
Contracts-Mulch	147,592	112,500	76.22%	37,500
Contracts-Plant Replacement	140,000	73,930	52.81%	-
Contracts-Road Cleaning	9,843	11,250	114.29%	2,250
Contracts-Trees & Trimming	72,000	81,803	113.61%	-
Contracts-Security Alarms	781	321	41.05%	-
Contracts-Pest Control	730	648	88.79%	71
Fuel, Gasoline and Oil	16,500	11,088	67.20%	329
Communication - Teleph - Field	9,000	2,417	26.86%	279
Utility - General	23,275	28,279	121.50%	5,475
Utility - Reclaimed Water	10,000	24,261	242.61%	5,223
Insurance - General Liability	6,703	5,670	84.59%	-
R&M-General	60,000	28,271	47.12%	6,562
R&M-Equipment	20,000	17,283	86.41%	1,160
R&M-Grounds	125,000	111,517.94	89.21%	50
R&M-Irrigation	80,000	39,016	48.77%	6,601
R&M-Sidewalks	26,000	82,813	318.51%	4,960
R&M-Signage	6,000	39,605	660.09%	38,044
R&M-Walls and Signage	32,500	33,123	101.92%	-
Holiday Decoration	20,000	8,937	44.69%	-
Misc-Hurricane Expense	10,000	-	0.00%	-
Misc-Taxes (Streetlights)	80,000	-	0.00%	-
Misc-Contingency	250,000	82,027	32.81%	191
Office Supplies	3,500	614	17.54%	52
Cleaning Services	6,800	4,400	64.71%	550
Op Supplies - General	3,000	401	13.38%	-
Op Supplies - Uniforms	600	960	160.00%	-
Supplies - Misc.	600	-	0.00%	-
Subscriptions and Memberships	4,000	835	20.87%	53
Conference and Seminars	1,000	-	0.00%	-
Total Right of Way	2,643,424	1,780,497	67.36%	216,732

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL	YEAR TO DATE	YTD ACTUAL	Jan-00
	ADOPTED BUDGET		AS A % OF ADOPTED BUD	
		ACTUAL		ACTUAL
<u>Common Area</u>				
R&M-General	30,000	43,355	144.52%	11,465
R&M-Boardwalks	700	-	0.00%	-
R&M-Brick Pavers	1,200	1,500	125.00%	-
R&M-Grounds	1,500	6,314	420.92%	259
R&M-Signage	1,400	584	41.71%	234
R&M-Walls and Signage	4,000	2,900	72.50%	-
Internet Services	7,391	8,002	108.26%	867
Park Improvements	125,000	35,999	28.80%	-
Total Common Area	171,191	98,654	57.63%	12,825
TOTAL EXPENDITURES	3,518,269	2,482,707.47	70.57%	266,488
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,014,050	0.00%	(247,708)
Net change in fund balance	\$ -	\$ 1,014,050	0.00%	\$ (247,708)
FUND BALANCE, BEGINNING (OCT 1, 2025)	2,494,131	2,494,131		
FUND BALANCE, ENDING	\$ 2,494,131	\$ 3,508,181		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Harbor Links (002)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL	YEAR TO DATE	YTD ACTUAL	May-26
	ADOPTED		AS A % OF	
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ 500	\$ 5,342	1068.40%	\$ 801
Special Assmnts- Tax Collector	60,182	59,587	99.01%	217
Special Assmnts- Discounts	(2,407)	(2,250)	93.46%	(6)
Gate Bar Code/Remotes	-	353	0.00%	-
TOTAL REVENUES	58,275	63,032	108.16%	1,012
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	1,204	1,147	95.25%	4
Misc-Credit Card Fees	15	13	89.40%	-
Total Administration	1,219	1,160	95.17%	4
Right of Way				
Communication - Teleph - Field	3,300	3,606	109.28%	400
Electricity - Streetlights	5,500	4,508	81.95%	590
Insurance - General Liability	3,000	2,538	84.59%	-
R&M-General	19,700	31,737	161.10%	5,650
R&M-Gate	5,794	8,994	155.22%	3,418
Reserve - Roadways	19,762	-	0.00%	-
Total Right of Way	57,056	51,382	90.06%	10,059
TOTAL EXPENDITURES	58,275	52,542	90.16%	10,063
Excess (deficiency) of revenues				
Over (under) expenditures	-	10,490	0.00%	(9,051)
Net change in fund balance	\$ -	\$ 10,490	0.00%	\$ (9,051)
FUND BALANCE, BEGINNING (OCT 1, 2025)	411,787	411,787		
FUND BALANCE, ENDING	\$ 411,787	\$ 422,277		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - The Enclave (003)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ 151	\$ 45	30.06%	\$ 7
Special Assmnts- Tax Collector	28,339	28,059	99.01%	102
Special Assmnts- Discounts	(1,134)	(1,059)	93.42%	(3)
TOTAL REVENUES	27,356	27,045	98.86%	106
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	567	540	95.24%	2
Total Administration	567	540	95.24%	2
Right of Way				
R&M-Streetlights	26,500	16,441	62.04%	2,169
Total Right of Way	26,500	16,441	62.04%	2,169
TOTAL EXPENDITURES	27,067	16,981	62.74%	2,171
Excess (deficiency) of revenues				
Over (under) expenditures	289	10,065	3482.56%	(2,065)
Net change in fund balance	\$ 289	\$ 10,065	3482.56%	\$ (2,065)
FUND BALANCE, BEGINNING (OCT 1, 2025)	4,656	4,656		
FUND BALANCE, ENDING	\$ 4,945	\$ 14,721		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Saville Row (004)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 80	\$ -	0.00%	\$ -
Special Assmnts- Tax Collector	16,222	16,062	99.01%	58
Special Assmnts- Discounts	(649)	(606)	93.43%	(2)
Gate Bar Code/Remotes	-	173	0.00%	-
TOTAL REVENUES	15,653	15,629	99.84%	57
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	324	309	95.40%	1
Misc-Credit Card Fees	4	7	165.00%	-
Total Administration	328	316	96.25%	1
<u>Right of Way</u>				
Communication - Teleph - Field	1,980	1,704	86.05%	176
Insurance - General Liability	4,796	4,057	84.59%	-
R&M-General	1,500	3,500	233.33%	-
R&M-Gate	1,500	758	50.56%	-
R&M-Streetlights	300	275	91.73%	38
Reserve - Roadways	3,300	-	0.00%	-
Total Right of Way	13,376	10,294	76.96%	213
TOTAL EXPENDITURES	13,704	10,610	77.42%	214
Excess (deficiency) of revenues				
Over (under) expenditures	1,949	5,019	257.49%	(158)
Net change in fund balance	\$ 1,949	\$ 5,019	257.49%	\$ (158)
FUND BALANCE, BEGINNING (OCT 1, 2025)	5,985	5,985		
FUND BALANCE, ENDING	\$ 7,934	\$ 11,004		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Commercial Road (005)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 150	\$ 850	566.73%	\$ 128
Special Assmnts- Tax Collector	6,052	5,992	99.01%	22
Special Assmnts- Discounts	(242)	(226)	93.48%	(1)
TOTAL REVENUES	5,960	6,616	111.01%	149
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	121	115	95.30%	0
Total Administration	121	115	95.30%	0
<u>Right of Way</u>				
R&M-General	5,000	-	0.00%	-
Reserve - Roadways	839	-	0.00%	-
Total Right of Way	5,839	0	0.00%	0
TOTAL EXPENDITURES	5,960	115	1.93%	0
Excess (deficiency) of revenues				
Over (under) expenditures	-	6,501	0.00%	148
Net change in fund balance	\$ -	\$ 6,501	0.00%	\$ 148
FUND BALANCE, BEGINNING (OCT 1, 2025)	69,441	69,441		
FUND BALANCE, ENDING	\$ 69,441	\$ 75,942		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - The Greens (102)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL	YEAR TO DATE	YTD ACTUAL	
	ADOPTED		AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 700	\$ 2,194	313.40%	\$ 329
Special Assmnts- Tax Collector	440,564	436,208	99.01%	1,589
Special Assmnts- Discounts	(17,623)	(16,469)	93.45%	(44)
Gate Bar Code/Remotes	-	2,001	0.00%	360
Insurance Reimbursements	-	3,093	0.00%	-
TOTAL REVENUES	423,641	427,027	100.80%	2,233
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	8,811	8,395	95.28%	31
Misc-Credit Card Fees	80	79	98.18%	14
Total Administration	8,891	8,473	95.30%	45
<u>Right of Way</u>				
Contracts-Security Services	240,977	179,709	74.58%	23,255
Contracts-Pest Control	240	140	58.33%	35
Communication - Teleph - Field	2,100	1,670	79.54%	197
Insurance - General Liability	2,119	1,793	84.59%	-
R&M-General	20,000	9,100	45.50%	239
R&M-Gate	10,000	6,839	68.39%	-
R&M-Streetlights	68,712	47,483	69.10%	6,252
Reserve - Roadways	62,000	-	0.00%	-
Total Right of Way	406,148	246,733	60.75%	29,977
TOTAL EXPENDITURES	415,039	255,206	61.49%	30,021
Excess (deficiency) of revenues				
Over (under) expenditures	8,602	171,821	1997.45%	(27,788)
Net change in fund balance	\$ 8,602	\$ 171,821	1997.45%	\$ (27,788)
FUND BALANCE, BEGINNING (OCT 1, 2025)	13,321	13,321		
FUND BALANCE, ENDING	\$ 21,923	\$ 185,142		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Stonebridge (103)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ 200	\$ 768	384.21%	\$ 115
Special Assmnts- Tax Collector	19,237	19,047	99.01%	69
Special Assmnts- Discounts	(769)	(719)	93.51%	(2)
TOTAL REVENUES	18,668	19,096	102.29%	183
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	385	367	95.22%	1
Misc-Credit Card Fees	10	-	0.00%	-
Total Administration	395	367	92.81%	1
Right of Way				
Communication - Teleph - Field	1,500	1,639	109.28%	207
Insurance - General Liability	386	327	84.59%	-
R&M-General	1,000	-	0.00%	-
R&M-Gate	3,792	-	0.00%	-
R&M-Streetlights	7,740	5,275	68.16%	705
Reserve - Roadways	3,855	-	0.00%	-
Total Right of Way	18,273	7,241	39.63%	912
TOTAL EXPENDITURES	18,668	7,608	40.75%	913
Excess (deficiency) of revenues				
Over (under) expenditures	-	11,489	0.00%	(731)
Net change in fund balance	\$ -	\$ 11,489	0.00%	\$ (731)
FUND BALANCE, BEGINNING (OCT 1, 2025)	57,228	57,228		
FUND BALANCE, ENDING	\$ 57,228	\$ 68,716		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - West Park Village (323,4,5A,6) (104)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 1,156	0.00%	\$ 173
Special Assmnts- Tax Collector	176,696	174,949	99.01%	637
Special Assmnts- Discounts	(7,068)	(6,605)	93.45%	(18)
TOTAL REVENUES	169,628	169,500	99.92%	793
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	3,534	3,367	95.27%	12
Total Administration	3,534	3,367	95.27%	12
Right of Way				
R&M-General	2,044	269	13.15%	-
R&M-Streetlights	144,348	95,738	66.32%	12,854
Reserve - Roadways	19,702	40,747	206.82%	-
Total Right of Way	166,094	136,754	82.34%	12,854
TOTAL EXPENDITURES	169,628	140,120	82.60%	12,867
Excess (deficiency) of revenues				
Over (under) expenditures	-	29,380	0.00%	(12,074)
Net change in fund balance	\$ -	\$ 29,380	0.00%	\$ (12,074)
FUND BALANCE, BEGINNING (OCT 1, 2025)	116,296	116,296		
FUND BALANCE, ENDING	\$ 116,296	\$ 145,675		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - West Park Village (324-C5) (105)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
REVENUES				
Interest - Investments	\$ 90	\$ 352	390.84%	\$ 53
Special Assmnts- Tax Collector	7,778	9,136	117.46%	101
Special Assmnts- Discounts	(311)	(308)	99.01%	(3)
TOTAL REVENUES	7,557	9,180	121.48%	151
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	156	177	113.17%	2
Total Administration	156	177	113.17%	2
Right of Way				
R&M-Streetlights	4,999	4,514	90.29%	596
Reserve - Roadways	2,402	-	0.00%	-
Total Right of Way	7,401	4,514	60.99%	596
TOTAL EXPENDITURES	7,557	4,690	62.06%	597
Excess (deficiency) of revenues	-	4,490	0.00%	(446)
Over (under) expenditures	\$ -	\$ 4,490	0.00%	\$ (446)
Net change in fund balance	\$ -	\$ 4,490	0.00%	\$ (446)
FUND BALANCE, BEGINNING (OCT 1, 2025)	27,115	27,115		
FUND BALANCE, ENDING	\$ 27,115	\$ 31,605		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Vineyards (106)
For the Period Ending May, 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	May-26
	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 500	\$ 3,837	767.46%	\$ 576
Special Assmnts- Tax Collector	28,020	26,307	93.89%	28
Special Assmnts- Discounts	(1,121)	(1,030)	91.90%	(1)
Gate Bar Code/Remotes	-	218	0.00%	-
TOTAL REVENUES	27,399	29,332	107.06%	603
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	560	506	90.28%	1
Misc-Credit Card Fees	10	7	67.90%	-
Total Administration	570	512	89.89%	1
<u>Right of Way</u>				
Insurance - General Liability	1,436	1,215	84.59%	-
R&M-General	4,543	921	20.26%	61
R&M-Drainage	2,625	-	0.00%	-
R&M-Gate	5,000	14,713	294.26%	9,189
Internet Services	1,800	1,299	72.18%	141
Reserve - Roadways	11,425	-	0.00%	-
Total Right of Way	26,829	18,147	67.64%	9,391
TOTAL EXPENDITURES	27,399	18,660	68.10%	9,391
Excess (deficiency) of revenues				
Over (under) expenditures	-	10,673	0.00%	(8,788)
Net change in fund balance	\$ -	\$ 10,673	0.00%	\$ (8,788)
FUND BALANCE, BEGINNING (OCT 1, 2025)	290,687	290,687		
FUND BALANCE, ENDING	\$ 290,687	\$ 301,360		

Westchase Community Development District
Supporting Schedules
May 31, 2026

Non-Ad Valorem Special Assessments

(Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Interest/ Discount Amount	Collection Costs	Gross Amount Received	001 General Fund Assessments	002 Harbor Link Fund Assessments	003 The Enclave Fund Assessments	004 Saville Row Fund Assessments	005 Commercial Road Fund Assessments
Assessments				\$ 4,391,496	\$ 3,608,406	\$ 60,182	\$ 28,339	\$ 16,222	\$ 6,052
Levied				100.00%	82.17%	1.37%	0.65%	0.37%	0.14%
11/07/25	49,621.00	2,550.00	1,013.00	53,184.00	40,772.59	680.02	320.21	183.30	68.38
11/14/25	242,498.00	10,310.00	4,949.00	257,757.00	199,255.84	3,323.24	1,564.88	895.78	334.19
11/21/25	248,314.00	10,557.00	5,068.00	263,939.00	204,034.73	3,402.95	1,602.41	917.26	342.21
12/03/25	1,134,184.00	48,222.00	23,147.00	1,205,553.00	931,936.71	15,543.10	7,319.06	4,189.63	1,563.04
12/05/25	1,593,668.00	67,753.00	32,524.00	1,693,945.00	1,309,485.69	21,839.97	10,284.19	5,886.94	2,196.26
12/19/25	450,328.00	18,533.00	9,190.00	478,051.00	370,025.67	6,171.39	2,906.04	1,663.49	620.61
01/06/26	80,069.61	2,505.73	1,634.08	84,209.42	65,791.61	1,097.29	516.70	295.77	110.35
02/04/26	128,129.61	2,895.07	2,614.89	133,639.57	105,281.57	1,755.92	826.84	473.31	176.58
03/05/26	34,741.67	348.62	709.01	35,799.30	28,546.55	476.11	224.19	128.33	47.88
04/07/26	123,600.84	41.72	2,522.47	126,165.03	101,560.37	1,693.85	797.62	456.58	170.34
05/07/26	15,086.23	441.07	307.90	15,835.20	12,396.06	206.74	97.35	55.73	20.79
					-	-	-	-	-
TOTAL	\$ 4,100,240.96	\$ 164,157.21	\$ 83,679.35	\$ 4,348,077.52	\$ 3,369,087.39	\$ 56,190.58	\$ 26,459.49	\$ 15,146.12	\$ 5,650.63
% Collected					93.37%	93.37%	93.37%	93.37%	93.37%

Westchase Community Development District
Supporting Schedules
May 31, 2026

Non-Ad Valorem Special Assessments
(Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fiscal Year

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Interest/ Discount Amount	Collection Costs	Gross Amount Received	102 The Greens Fund Assessments	103 Stonebridge Fund Assessments	104 West Park Village Fun Assessments	105 West Park Village Fund Assessments	106 Vineyards Fund Assessments
Assessments				\$ 4,391,496	\$ 440,564	\$ 19,237	\$ 176,696	\$ 28,020	\$ 7,778
Levied				100.00%	10.03%	0.44%	4.02%	0.64%	0.18%
11/07/25	49,621.00	2,550.00	1,013.00	53,184.00	4,978.08	217.37	1,996.55	316.61	87.89
11/14/25	242,498.00	10,310.00	4,949.00	257,757.00	24,327.90	1,062.27	9,757.14	1,547.26	429.50
11/21/25	248,314.00	10,557.00	5,068.00	263,939.00	24,911.38	1,087.74	9,991.15	1,584.37	439.80
12/03/25	1,134,184.00	48,222.00	23,147.00	1,205,553.00	113,783.69	4,968.31	45,634.97	7,236.68	2,008.81
12/05/25	1,593,668.00	67,753.00	32,524.00	1,693,945.00	159,880.08	6,981.08	64,122.74	10,168.42	2,822.63
12/19/25	450,328.00	18,533.00	9,190.00	478,051.00	45,177.84	1,972.67	18,119.37	2,873.32	797.60
01/06/26	80,069.61	2,505.73	1,634.08	84,209.42	8,032.75	350.75	3,221.68	510.89	141.82
02/04/26	128,129.61	2,895.07	2,614.89	133,639.57	12,854.23	561.27	5,155.42	817.53	226.94
03/05/26	34,741.67	348.62	709.01	35,799.30	3,485.36	152.19	1,397.86	221.67	61.53
04/07/26	123,600.84	41.72	2,522.47	126,165.03	12,399.89	541.43	4,973.20	788.64	218.92
05/07/26	15,086.23	441.07	307.90	15,835.20	1,513.48	66.09	607.01	96.26	26.72
					-	-	-	-	-
TOTAL	\$ 4,100,240.96	\$ 164,157.21	\$ 83,679.35	\$ 4,348,077.52	\$ 411,344.68	\$ 17,961.17	\$ 164,977.09	\$ 26,161.65	\$ 7,262.16
% Collected					93.37%	93.37%	93.37%	93.37%	93.37%

Westchase Community Development District
O&M Report
May 2026

Number	Date	Payee	Memo	Payment
100136	05/01/26	Jan Pro of Tampa	Invoice: 241843 (Reference: Cleaning Service May 2026.)	1,645.00
108	05/08/26		Payroll 04/20/26-05/03/26	12,371.04
300023	05/08/26	Spectrum Business	Invoice: 168980001042126-0001 (Reference: Summary account 168980001 04/30/2026 to 05/29/202.)	1,966.53
300016	05/11/26	Truist Bank	Invoice: 041726-1809 (Reference: CC expenses 3/18/26 - 4/17/26.)	2,542.94
300021	05/11/26	Hillsborough County Florida	Invoice: 042026-0000 (Reference: Summary account 1988200000.)	3,039.18
105	05/13/26	Verizon Florida Llc - Ach	To accrue payment for two bussiness lines	74.86
106	05/18/26	TECO	To accrue payment for 8934 Promise Dr, Well	19.45
106	05/18/26	TECO	To accrue payment for 9840 W Linebaugh Ave	26.99
100140	05/19/26	Redtree Landscape Systems, Llc	Invoice: 34186 (Reference: yearly cell comm. clock 3-1.) Invoice: 34187 (Reference: yearly cell	1,200.00
100141	05/19/26	Gregory Chesney	Invoice: 050526BOSMTG (Reference: BOS MTG- 05/05/2026.)	200.00
100142	05/19/26	MoZart Designs	Invoice: 26-9462 (Reference: 50% Deposit -Replacement of Rusted Operator Frame & Operator Pad.)	4,694.10
100143	05/19/26	Redtree Landscape Systems, Llc	Invoice: 33673 (Reference: Landscape April 2026.) Invoice: 33749 (Reference: Royce Park Sod Rep	132,778.06
100144	05/19/26	Arete Industries	Invoice: CS/2025/00819 (Reference: WPV - county street signs (balance due on Job).)	26,851.50
100145	05/19/26	Bomac Construction Services, Inc	Invoice: 4151a (Reference: Street Sweeping 4/29/26 and 4/30/26.)	2,250.00
100146	05/19/26	Hughes Exterminators Inc	Invoice: 67214743 (Reference: Pest control - Baybridge Park 05/26.) Invoice: 67213979 (Referenc	40.00
100147	05/19/26	James Wimsatt	Invoice: 050526BOSMTG (Reference: BOS MTG- 05/05/2026.)	200.00
100148	05/19/26	Off Duty Management, Inc	Invoice: INV343617 (Reference: Off Duty officers - 4/20/2026 - 4/27/2026.) Invoice: INV347024 (	7,323.50
100149	05/19/26	Pete's Tree & Crane Service	Invoice: 1236 (Reference: Tree removal and stump grinding 04/1, 15, 23, 29.)	13,570.00
100150	05/19/26	Securitas Security	Invoice: 12546632 (Reference: Securitas 4/01/2026--04/30/2026.)	22,184.00
100151	05/19/26	Matthew Lewis	Invoice: 050526BOSMTG (Reference: BOS MTG- 05/05/2026.)	200.00
100152	05/19/26	Reginald Gillis	Invoice: 050526BOSMTG (Reference: BOS MTG- 05/05/2026.)	200.00
100153	05/19/26	A & B Aquatics	Invoice: 212921529078-12 (Reference: May 2026 Maintenance.)	9,833.33
100154	05/19/26	Brletic Dvorak, Inc.	Invoice: 2420 (Reference: Engineering Services - April 2026.) Invoice: 2380 (Reference: Enginee	11,795.00
100155	05/19/26	Federated Security Solutions Inc	Invoice: 05132026 (Reference: Peabody - new cameras.)	5,650.00
100156	05/19/26	Quality Power	Invoice: 718655 (Reference: chain saw repair.) Invoice: 718457 (Reference: pole pruner repair.	1,190.65
100157	05/19/26	Christopher Barrett	Invoice: 050526BOSMTG (Reference: BOS MTG- 05/05/2026.)	200.00
300017	05/20/26	TECO	Invoice: 050626-0710 (Reference: Summary Account 321000010710.)	25,826.56
103	05/21/26		Bank service charges	26.00
109	05/22/26		Payroll 05/04/26-05/17/26	12,438.11
100158	05/22/26	Construction Management Services inc.	Invoice: 304 (Reference: Keswick foot bridge replacement.)	6,360.00
100159	05/22/26	Erin McCormick Law Pa	Invoice: 10897 (Reference: General prof legal services 05/15/2026.)	7,826.45
100160	05/22/26	Hughes Exterminators Inc	Invoice: 67214940 (Reference: Rodent control May 2026 - office.) Invoice: 67213906 (Reference:	66.00
100161	05/22/26	Off Duty Management, Inc	Invoice: INV350358 (Reference: Off Duty officers - 5/4/2026 - 5/11/2026.)	3,249.50
100162	05/22/26	Panther Pools	Invoice: 5637 (Reference: Actuating Fountain May 2026 9898 Montague St.) Invoice: 5638 (Referen	1,434.88
100163	05/22/26	MoZart Designs	Invoice: 26-9492 (Reference: VINEYARDS new phone unit and bollard.)	7,347.74
100164	05/22/26	Redtree Landscape Systems, Llc	Invoice: 34109 (Reference: repair line and 4 rotors - Linebaugh Ave.) Invoice: 34192 (Reference	2,995.28
100165	05/22/26	Freeport Fountains, LLC	Invoice: 58035 (Reference: Repair WPV Fountain - bubble damage.)	8,475.00
100166	05/22/26	Jnr Landscape Management Llc	Invoice: 695459 (Reference: Mulch June 2026 - 50% deposit.)	37,500.00
Total Disbursement for the Month				375,591.65

Page 1

1 RE: WESTCHASE COMMUNITY
2 DEVELOPMENT DISTRICT

3 _____/
4
5 TRANSCRIPT OF: BOARD MEETING

6
7 DATE : JUNE 2, 2026

8
9 TIME: 4:00 p.m. - 6:00 p.m.

10
11 PLACE: Maureen Gauzza Regional Library
12 Community Room A
13 11211 Countryway Boulevard
14 Tampa, Florida 33626

15
16 REPORTED BY: Whitlie Grace Cullipher
17 Notary Public
18 State of Florida at Large
19
20
21
22
23
24
25

Page 2 1 APPEARANCES: 2 WESTCHASE COMMUNITY DEVELOPMENT 3 DISTRICT BOARD MEMBERS: 4 5 Matthew Lewis, Chairman 6 Christopher Barrett, Vice Chairman 7 Jim Wimsatt 8 Reggie Gillis (via telephone) 9 Christopher High 10 11 ALSO PRESENT: 12 HIKAI: 13 Heather Dilley, District Manager 14 Andy Mendenhall (via telephone) 15 16 DISTRICT ATTORNEY: 17 Erin McCormick 18 19 WESTCHASE STAFF: 20 David Sylvanowicz 21 Sherida Cook 22 23 DISTRICT ENGINEER: 24 Robert Dvorak 25	Page 4 1 Pond 125 pre-submittal meeting update 24 2 3 Field Manager's Report 36 4 Discussion of trees 36 5 Motion to approve tree replacements with Adventura 37 6 (Motion passes) 39 7 Fountain pump discussion 39 8 Motion to replace pump motor 41 9 (Motion passes) 42 10 Discussion of Techwave 43 11 Discussion of structural pruning 45 12 Discussion of Red Tree price increase 52 13 BHB proposal for pocket parks 54 14 Motion to approve proposal 59 15 (Motion passes) 61 16 17 Manager's Report 61 18 Motion to approve revision to Resolution 2026-08 to 19 Resolution 2026-088 63 20 (Motion passes) 63 21 Assessment discussion 64 22 23 Audience comments 88 24 25 Supervisor's requests 102
Page 3 1 INDEX 2 Meeting called to order 5 3 4 Roll Call 5 5 6 Pledge of Allegiance 5 7 8 Audience comments 6 9 10 Consent agenda 6 11 Motion to accept 7 12 (Motion passes) 7 13 14 Motion to approve Resolution 2026-10 8 15 (Motion passes) 8 16 17 Motion to approve Resolution 2026-11 9 18 (Motion passes) 9 19 20 Attorney's Report 9 21 Discussion to retain special counsel in regard to pond 120 9 22 Motion to approve Mr. Marsh Rainey's engagement letter 19 23 (Motion passes) 19 24 25 Engineer's Report 24	Page 5 1 Workshop discussion 103 2 3 Motion to adjourn 107 4 Motion to accept 107 5 (Motion passes) 107 6 7 Adjournment 107 8 9 The transcript of Westchase Community Development District Board 10 Meeting, on the 2nd day of June, 2026, at the Maureen Gauzza 11 Regional Library, 11211 Countryway Boulevard, Community Room A, 12 Tampa, Florida, beginning at 4:00 p.m., reported by Whitlie 13 Grace Cullipher, Notary Public in and for the State of Florida 14 at Large. 15 ***** 16 CHAIRMAN LEWIS: All right. Good afternoon, 17 everybody. Welcome to the June 2nd, 2026 CDD meeting for 18 Westchase. 19 Let the record reflect that all supervisors are 20 present with Reggie Gillis on the phone, as well as staff, 21 attorney, engineer, manager and we also have Andy Mendenhall 22 on the phone as well with Kai. 23 With that, I want to say thanks to Sherida for 24 grabbing a nice flag display. Since our last meeting, I 25 don't have to bring mine or somehow grab it out of my truck

Page 6 1 and forget it. So if you guys would join me in standing for 2 the Pledge of Allegiance. 3 (The Pledge of Allegiance was recited.) 4 CHAIRMAN LEWIS: Thank you. Okay. 5 With that, Heather? 6 MS. DILLEY: All righty. Sounds good. As most of 7 you know, we've got two sections for the audience comments 8 on the agenda. Just be mindful that it is at the board's 9 discretion if they would like to respond or if they would 10 like to take it under advisement. We have a three-minute 11 maximum for each comment or question. 12 That being said, we have two walk on items today. 13 We have one, which is Resolution 2026-08. That is the 14 confirmed resolution for our public hearing. That will be 15 August 4th, 2026 at 4:00 p.m. and that will be at the 16 Westchase Swim and Tennis Center. Okay? Just wanted to let 17 everyone know that that has been confirmed. Thank you, 18 Sherida. 19 Second walk on item is we have a proposal from BHB, 20 which is a proposal for additional pocket park assessments. 21 So that being said, we can discuss that, you know, as we go 22 further, but at this time, I would like to ask the audience 23 members if they have any questions on the agenda or those 24 two walk on items? 25 (No response.)	Page 8 1 which is authorizing bank signatories. Carrie Robinson has 2 moved on from Kai, so we have a gentleman named Ken Jones 3 who is our controller. So it's basically Ken, myself and 4 Sonya Valentine that are authorized on the bank signatures. 5 Second, we have the Resolution 2026-11, which is 6 designating the officers. Again, we had replaced Carrie 7 Robinson with Ken Jones, so those are the only two changes 8 to that. 9 CHAIRMAN LEWIS: Okay. I'll move to approve 10 Resolution 2026-10. Do I have a second? 11 MR. BARRETT: Does it matter if his -- can you just 12 check that his name is spelled correctly on the resolution 13 there? 14 MS. DILLEY: Yes, it is. 15 MR. BARRETT: All right. Thank you. 16 CHAIRMAN LEWIS: Was that a second? 17 MR. BARRETT: That is a second. 18 MS. DILLEY: Okay. 19 CHAIRMAN LEWIS: Okay. Any other discussion on 20 this? 21 (No response.) 22 CHAIRMAN LEWIS: All right. Seeing none, all in 23 favor? 24 Reggie? 25 MR. GILLIS: Aye, sorry.
Page 7 1 MS. DILLEY: Okay. I'll bring it back to the 2 Chair. Thank you. 3 CHAIRMAN LEWIS: Okay. Thank you, Heather. 4 So at this point, I'll move to approve the consent 5 agenda. Do I have a second? 6 MR. WIMSATT: I'll second. 7 CHAIRMAN LEWIS: Okay. Do I have any comments, 8 questions or discussion? 9 (No response.) 10 CHAIRMAN LEWIS: Hearing none, all approve, raise 11 your hand? 12 MR. GILLIS: Aye. 13 MS. DILLEY: Reggie? 14 MR. GILLIS: Aye. 15 (All board members signify in the affirmative.) 16 CHAIRMAN LEWIS: Carries five to zero. 17 (Motion passes.) 18 MR. GILLIS: Can you hear me? 19 CHAIRMAN LEWIS: Yes. 20 MS. DILLEY: Yes, thank you, Reggie. 21 CHAIRMAN LEWIS: Moving on to business items. This 22 is the consideration for adoption of the Resolution 2026-10, 23 authorizing bank signature. Do you want to go through this? 24 MS. DILLEY: Sure, there is just two housekeeping 25 items. We've got the first one for Resolution 2026-10,	Page 9 1 CHAIRMAN LEWIS: That's okay. 2 (All board members signify in the affirmative.) 3 CHAIRMAN LEWIS: Carries five to zero. 4 (Motion passes.) 5 CHAIRMAN LEWIS: And then consideration for 6 adoption of Resolution 2026-11, designating officers. Do 7 you have that pulled up by any chance? 8 MR. SYLVANOWICZ: That's where we were. 9 CHAIRMAN LEWIS: Oh, that's where we were. All 10 right. So I'll move to approve this one. Do we have a 11 second? 12 MR. BARRETT: Second. 13 CHAIRMAN LEWIS: All right. 14 Any other discussion? 15 (No response.) 16 CHAIRMAN LEWIS: Okay. All in favor? 17 Reggie? 18 MR. GILLIS: Aye. 19 (All board members signify in the affirmative.) 20 CHAIRMAN LEWIS: Carries five to zero. 21 (Motion passes.) 22 CHAIRMAN LEWIS: Can you move to the agenda, David, 23 please? Thank you. Okay. 24 Moving to staff reports. Erin, good afternoon. 25 MS. McCORMICK: Good afternoon. So under my

Page 10 1 report, I wanted to talk to the board about the issue of 2 pond 120 and potentially retaining special counsel to 3 address this issue and I invited Marsh Rainey to come today 4 as potential litigation counsel that would assist with this 5 matter. His engagement letter is in the board agenda 6 packages and then we had also forwarded me, you know, just 7 kind of an e-mail with information about his background and 8 experience and some of the work that he's done that is 9 relevant or related to this matter and I think, you know, in 10 talking with some of the board members about where we stand 11 at this point with pond 120, recognizing the fact that the 12 Southwest Florida Water Management District is involved with 13 this issue now at this point and that we had a proposed 14 letter agreement that I had sent to the two residents who 15 owned the lot where this storm-water pond is located and 16 that has not been executed by the District because they had 17 proposed some changes to that letter. 18 So I had, you know, told them that the board has 19 not taken action on that letter agreement at this point and 20 that I did anticipate this was going to be discussed at the 21 meeting today in case they wanted to attend this meeting, 22 but I think maybe before we go forward -- further forward, 23 I'm going to turn it over to -- 24 MR. WIMSATT: Can I -- can I -- real quick, first 25 --	Page 12 1 kind of approaching pond 120, at least we have been, in a 2 couple of different phases. So the first thing that we 3 wanted to do was to go ahead and do the dredging of pond 120 4 and that thought was to go ahead and do that before the 5 rainy season this year, but then we still have the bigger 6 issue of the fact that that pond now is not the same 7 dimensions as it was when it was permitted, so that's not 8 going to be addressed by the dredging that -- 9 MR. WIMSATT: Correct. 10 MS. McCORMICK: -- we're proposing to do and it's 11 something that the Water Management District is going to 12 want to have addressed one way or another; either to restore 13 the pond back to its original permitted dimensions or to, 14 you know, be able to establish that we could do a 15 modification within the permit and not impact the -- the 16 functionality of the pond and drainage. 17 MR. WIMSATT: And to be clear, when Robert and I -- 18 Robert was talking about this is most likely going to be a 19 restore it to its original function. It is very unlikely -- 20 he said, in his opinion that he thought that -- that maybe 21 -- or maybe it was Stephen -- that we'd be able to get a -- 22 any sort of -- 23 MR. DVORAK: Yeah, I think that their -- 24 MR. WIMSATT: Their answer -- 25 MR. DVORAK: Yeah, their approach is going to be to
Page 11 1 MS. McCORMICK: Yeah. 2 MR. WIMSATT: Because I brought the up issue. I 3 mean, Erin and I both agreed that we definitely needed to 4 retain some sort of outside counsel to look at this issue to 5 kind of give an overview of any liability we might have and 6 to provide litigation services, if we need them, with regard 7 to this property. 8 I'm hopeful that there's not going to be any 9 problems, I'm hopeful that the homeowners, what they're 10 saying about those retaining walls, that they're super 11 strong, they're built to high quality and that it's not 12 going to be an issue at all, but because of their -- just 13 taking them down, all the issues, I thought it was smart to 14 get somebody, outside counsel, who can focus just on this 15 and kind of give us, you know, "Hey, this is" -- "You might 16 have liability because of X, Y and Z, here's what we can do 17 to mitigate it, here's" -- you know -- "what we can" -- 18 "what the homeowner's liability is," because we really kind 19 of need to figure out the -- that status of the ponds, 20 status of the property, just get a solid legal opinion on 21 what it is and then just -- but I think we have to move 22 forward with the dredging no matter what. 23 MS. McCORMICK: Yeah, I -- and -- 24 MR. WIMSATT: We either do it sooner -- 25 MS. McCORMICK: -- and I think we're talking about	Page 13 1 follow the conditions and the plans in the permit is 2 generally what we've experienced in the past. That's not to 3 say that there could be some pathway to modifying the 4 permit, I don't know, you know, but this isn't the way -- if 5 you were to modify a permit, you would think about how you 6 want to modify it and then you would come up with a plan and 7 then you'd run it by them and then you see is this okay. 8 You don't go modify it and then after the fact, ask can we 9 modify it kind of thing. 10 So it's not a typical approach to modifying a pond, 11 but my guess is going to be that they're going to require -- 12 when we eventually get this letter, which should be any day 13 -- is they're going to tell us to restore it to the original 14 construction plans is what I am assuming they are going to 15 say. 16 Also, too -- I mean, the permits, you know, we know 17 the -- the permits generally are very -- I mean, they have 18 specific conditions and general conditions in them and when 19 it comes to wetlands and wetland setbacks and drainage 20 easements, there's -- I mean, it's clear that the intent is 21 like nothing is to be built or those areas are not to be 22 altered by a homeowner, by -- 23 MR. WIMSATT: Yes, hundred percent. 24 MR. DVORAK: -- a property owner, hundred percent. 25 So that's why I'm saying generally when we end up in a

Page 14 1 situation like this, they fall back to the original permit. 2 The original permits are always very clear that you don't do 3 anything in these areas. 4 MR. WIMSATT: And that's what we need to make clear 5 to the homeowners and that's why I think that having outside 6 counsel is important to communicate that with them and say, 7 "Listen, it is most likely these are going to have to be put 8 back into their original condition," you know and then we're 9 going to have to figure out, based on the history, who is 10 going to have to bear the costs. I'm not going to say in 11 the public forum, "Oh, you should bear the costs," because I 12 don't know, I haven't -- I haven't studied it enough, but I 13 think there is potential liability on past actions by the 14 district, so I think that's why we need counsel to look into 15 that. 16 CHAIRMAN LEWIS: Okay. 17 MR. RAINEY: Well, good afternoon. I have not had 18 an opportunity to look at the plat or any of the -- the 19 conveying documents, the creation documents. Let me tell 20 you, just briefly, what my background is. I'm a dirt 21 lawyer. I've done real estate transactional work and real 22 estate litigation work going back to 1989, primarily -- most 23 of my career has been primarily focused on real estate 24 related matters, everything from imminent domain to, you 25 know, contract disputes to big commercial foreclosures to	Page 16 1 pool issues, big community pool type issues. 2 So I just wrapped that up and then Erin and I have 3 worked together on a recent CDD resolution where we did have 4 -- we had some encroachment drainage easements, pond needed 5 to be cleaned out, that had type of thing. Didn't seem 6 quite as severe as this particular issue has been described 7 to me and we didn't have -- there was SWFWMD maintenance 8 issues, you know, it was some fencing. It wasn't -- it 9 wasn't seawalls as the problem, just some fences that were 10 fairly easily removed and we just got that one resolved for 11 a CDD here locally. So -- but -- you know, there were five 12 or six residents involved that were, you know, dug in their 13 heels in the dirt, so to speak. 14 So that's my, you know, general background. I was 15 with William Schifino firm here in town for a good 20 years. 16 We merged -- oh, gosh -- 15 years ago with Burr & Forman. 17 That's where I was until I went out on my own about a year 18 and a half ago. I divide my time between Florida and North 19 Carolina, but fortunately or unfortunately, I wind up 20 working upstairs wherever I am. I don't think -- it really 21 doesn't matter these days. Litigation, I would have thought 22 it would be difficult from a distance, but because no one 23 goes to the courthouse anymore, I found that I've handled 24 hearings -- I've even handled -- we had like a long trial 25 one time. I remember handling -- on the day of trial from
Page 15 1 resi- -- you know, not residential, commercial foreclosure 2 and landlord/tenant work. 3 So you name it, if it's dirt, I've dealt with it. 4 I've litigated cases over dirt quantities, gone to trial a 5 few times over that stuff. So it's -- it's -- I like it 6 because you can walk on it, photograph it, get a plat, get a 7 survey, you know, the dirt generally doesn't lie usually, so 8 it's just -- I -- that's what I grew up doing, you know, 9 around real estate. So that's what I've done for the last 10 37 years is that type of work and I've had the outcome to 11 understand what CDDs have to do, the -- the public records 12 nature, the Sunshine Law natures of the CDD and what the 13 Board of Supervisors is up against since you are a small 14 municipality, basically. 15 My partner for 36 years Scott Steady, who is now 16 the chief assistant -- the Chief Attorney for City of Tampa, 17 but Scott was one of the primary -- you know, me and the 18 people like Erin doing district counsel work all over the 19 place for CDDs, you know, if it came up a litigation matter 20 arose or, you know, anything from boundary disputes to 21 construction contract issues, Scott came down the hallway to 22 me. So I have had the opportunity to work with CDDs on 23 countless occasions and I've just recently wrapped up -- 24 never -- had never done one before, but I am wrapping up two 25 major construction pieces of litigation for a CDD on some	Page 17 1 North Carolina because it's all on Zoom. So you're sitting 2 there in your jeans with your coat and tie on and you have a 3 hearing, so it's a different world. 4 That -- that really flipped -- as a lot of you 5 probably experienced, that flipped in 2020 big time, so -- 6 you know, I'm accessible whether I'm in Brandon, you know, 7 working at my home office there or if I'm in Waynesville, 8 North Carolina; same numbers, same e-mail addresses. I 9 just, you know, have a nicer, cooler spot to go eat lunch. 10 So that's -- that's what I've been doing for the 11 last couple of years and, you know, it's worked out pretty 12 well. So appreciate the opportunity to -- to work with you 13 all. I don't know factually much about the case other than 14 the fact that these folks did, at some point in the last 15 several years, erect some fairly substantial structures that 16 have now greatly diminished the capacity of that pond that 17 you all have permits and are the responsible operator for 18 and, you know, I would need to get into all the -- the 19 property documents that were being created -- not only of 20 the plat, but then you got other CDD related documents. I 21 don't know, there was a mention of the SWFWMD permits, 22 whether the owners of this property just -- actually, we 23 just had an easement, they have a fee. I don't know if they 24 had -- maybe they had to sign some documents with SWFWMD. 25 Things of that nature have to be looked at to see, you know,

Page 18 1 what we've got and -- and where we can, you know, have a 2 little leverage to get something accomplished. 3 I understand the goal is to clean up that pond so 4 you don't have a flooding issue. You don't really -- 5 they've been amicable, they've been friendly, but by the 6 same token, they've messed up the easement substantially and 7 now you've got a problem. So you've got to figure out a way 8 to hopefully see if we can find a win, win, but sometimes 9 that's not possible. Sometimes you -- if somebody digs in 10 their heels, you got to file a DEC action and take them to 11 circuit court and say, "Judge, make a move," and hopefully 12 SWFWMD comes down to you guys. 13 CHAIRMAN LEWIS: Okay. Thank you very much. So at 14 this point -- 15 MS. McCORMICK: I think if you have any questions 16 about, you know, potentially engaging Marsh -- like I said, 17 he provided an engagement letter that's in the agenda 18 packages. If you want to go ahead and retain him today, 19 then you can approve that engagement letter. I mean, I have 20 filled him in on -- somewhat on the background of this, but 21 I just didn't, you know, expect him to do a lot of work 22 related to this until a determination is made by the board 23 about whether to retain him. 24 CHAIRMAN LEWIS: Okay. Any questions or comments? 25 Reggie, anything from you, any questions before we	Page 20 1 MR. RAINEY: Quick question from me to David: How 2 quickly can I get out there with somebody who knows where 3 they're going to look at the situation? 4 MR. SYLVANOWICZ: This week. 5 MR. RAINEY: Yeah, I am supposed to leave Thursday 6 morning. 7 MR. SYLVANOWICZ: So let's -- let's try to make it 8 happen tomorrow. 9 MR. RAINEY: Great, you know, if you're -- if 10 you're available in -- I do have a few calls tomorrow, but 11 if you're available in the morning, that would be optimal. 12 I'll get back over here and -- 13 MR. SYLVANOWICZ: Yeah, would -- let's say 10:00 14 a.m. work for you? 15 MR. RAINEY: 10:00 a.m. would be perfect because 16 then I got to be back downtown for a lunch. So -- 17 MR. SYLVANOWICZ: Okay. 18 MR. RAINEY: -- I'll get out here by 10 o'clock and 19 it won't take us long. 20 MR. SYLVANOWICZ: Yep. And it's going to be Robert 21 who's going to have -- between him and Kirk who's very 22 involved -- 23 MR. DVORAK: I'm open, so I can -- I can be there. 24 MR. SYLVANOWICZ: Okay. Well -- 25 MS. McCORMICK: In the meantime, I sent you the
Page 19 1 vote? 2 MR. GILLIS: No, I don't have any questions or 3 comments. 4 MR. WIMSATT: David, I know you -- do you have 5 questions? 6 MR. SYLVANOWICZ: No, I don't at this point. 7 MR. WIMSATT: Okay. Just wanted to make sure we 8 check with you because you've been -- 9 MR. SYLVANOWICZ: He said everything that -- 10 MR. WIMSATT: -- dealing with the issue and you -- 11 MR. SYLVANOWICZ: Yeah. 12 MR. WIMSATT: -- were involved, so just wanted to 13 make sure you didn't have anything. 14 CHAIRMAN LEWIS: Yeah, thank you for that. 15 Okay. I'll move to approve the engagement letter. 16 MR. WIMSATT: I'll second it. 17 CHAIRMAN LEWIS: Okay. Any comments? 18 (No response.) 19 CHAIRMAN LEWIS: All in favor? 20 Reggie, in favor or no? 21 MR. GILLIS: Yes, for or aye. 22 (All board members signify in the affirmative.) 23 CHAIRMAN LEWIS: All right. Thank you. Carries 24 five to zero. So -- 25 (Motion passes.)	Page 21 1 plat, too and I'm -- I'll be available by phone if you guys 2 want to call me unless you think I need to be out there, but 3 otherwise, I can be available by phone. 4 MR. RAINEY: You're good, I'll snap whatever 5 pictures and I can send them your way for your files. Where 6 would we meet tomorrow? 7 MR. DVORAK: Probably -- I'd say at their office. 8 MR. SYLVANOWICZ: Yeah, we can say my office and 9 we'll go from there. I can give you the live tour. 10 Definitely, these guys will have the plat documents and 11 everything else because we have quite a -- quite a file at 12 this point. 13 MR. RAINEY: Street address to your office? 14 MR. SYLVANOWICZ: 9515 West Linebaugh and you're 15 just going to go through the parking lot of the elementary 16 school and you'll find our shop in the back. 17 MR. RAINEY: Sorry, find what in the back? 18 MR. SYLVANOWICZ: Shop. 19 MR. RAINEY: Shop, okay. What is the name of the 20 -- 21 MR. BARRETT: Westchase Elementary. 22 MR. RAINEY: No, I mean the -- 23 MR. SYLVANOWICZ: Westchase CDD. 24 MR. RAINEY: Oh, okay. So it's the Westchase CDD 25 --

Page 22 1 MR. SYLVANOWICZ: Yep. 2 MR. RAINEY: -- shop is in the back. Okay, great. 3 So 10 o'clock tomorrow morning, I will be here with my -- 4 I'll wear my stomping around boots. 5 MR. SYLVANOWICZ: Yes. 6 CHAIRMAN LEWIS: And just for my mind and maybe 7 some others in the room, Robert, you're expecting a letter 8 response from SWFWMD in the next -- 9 MR. DVORAK: Mm-hmm. Eventually. 10 CHAIRMAN LEWIS: Next few weeks, fair to say? 11 MR. DVORAK: Yeah, I mean, they've already been -- 12 they were out here -- 13 MR. SYLVANOWICZ: Last week. 14 MR. DVORAK: -- last week, so I'm guessing probably 15 another couple of weeks. 16 MR. SYLVANOWICZ: Yeah. 17 CHAIRMAN LEWIS: Okay. And I know at our workshop, 18 we had briefly talked about the dredging. I -- Heather did 19 send me that, so I think -- I don't know if there's any 20 other discussion, but I think -- I want to sign that and get 21 that going -- 22 MR. WIMSATT: Correct. 23 CHAIRMAN LEWIS: -- so we can -- we can keep it 24 clean. 25 MS. DILLEY: Sounds good.	Page 24 1 traffic. Thanks, you all. 2 CHAIRMAN LEWIS: Have a good one. 3 MR. RAINEY: Take care. 4 CHAIRMAN LEWIS: Okay. Moving on to -- or Erin, 5 did you have -- 6 MS. McCORMICK: I don't have anything else right 7 now unless there's questions for me about anything. 8 CHAIRMAN LEWIS: Okay. All good. All right. 9 Robert, I'll turn it over to you. 10 MR. DVORAK: I just had one update and I'm going to 11 -- I'm going to preface it by saying that I'd like 15 12 minutes at the next workshop to elaborate on my comments, 13 but I had -- I had a meeting, a second meeting. Remember I 14 had the pre-submittal meeting with Hillsborough County on 15 pond 125, the regional solution? So at that meeting, the 16 storm water people and the EPC, the environment people, 17 said, "We want a follow up meeting," because this involves a 18 lot of drainage work and it's storm water related. 19 So I said, "Okay," went on vacation for a while and 20 then came back and had meetings set for when I got back and, 21 you know, the first meeting, it was every department in 22 Hillsborough County and there's this big screen with all 23 these faces on it and this was just storm water and EPC and 24 there was probably more faces on this meeting than there was 25 on the first one. I don't know how many people are invited,
Page 23 1 CHAIRMAN LEWIS: Okay. 2 MS. DILLEY: Erin's already got the agreement, we 3 just need your signature. 4 CHAIRMAN LEWIS: Okay, perfect. Did you bring a 5 hardcopy or -- 6 MS. DILLEY: I certainly did. 7 CHAIRMAN LEWIS: Figured you did, okay. Thank you. 8 Okay, excellent. 9 MR. RAINEY: Thank you, I look forward to seeing 10 you guys in the morning. 11 CHAIRMAN LEWIS: Thank you, thank you for coming. 12 David, are you able to put the agenda back up? 13 MR. SYLVANOWICZ: Yep. 14 MS. DILLEY: Thanks again. 15 MR. RAINEY: Have a great afternoon. 16 MR. WIMSATT: Thank you so much. 17 CHAIRMAN LEWIS: Thank you, you, too. 18 MR. RAINEY: Let's see if I can beat some of the 19 traffic. 20 MR. DVORAK: There you go. 21 MR. RAINEY: Not in Tampa anymore, but -- 22 MR. WIMSATT: Not if you're going to Brandon. I'm 23 making that trip a lot right now between here and Brandon 24 and here and Plant City -- 25 MR. RAINEY: Yes, Hillsborough County is one for	Page 25 1 but there was probably at least 15 or 20 people on there and 2 so they were all people that -- some people did modeling, 3 some people were in maintenance, some people were -- all 4 related -- different areas of storm water, but the one thing 5 I -- and there was a lot of comments made that I want to go 6 over so that I put aerials up and put my modeling's analysis 7 up on the screen and spend some time with you guys and 8 explain it of what their comments mean in terms of like 9 moving forward; but the one thing I wanted to share at this 10 meeting was that if you remember, there's a series of pipes 11 that connect 125 to the lake to the southeast. There's a 12 concrete pipe, a corrugated metal pipe and there's a big 13 42-inch pipe. Right? 14 So I'm showing this on the screen and one guy pipes 15 in and he goes -- he goes, "You know, the county maintains 16 those," and I go, "No, I didn't know that and I don't think 17 anyone at the CDD knows that," and I go, "Since when," and 18 he goes, "I don't know, it's in our database that it's ours 19 to maintain," and I go, "Well, if there's anything ever 20 happens there" -- you know, like we've replaced the pipe and 21 done other things there when we needed to, cleaned out 22 debris and things like that and he goes, "Well, we only 23 inspect it every ten years, but it's our map of 24 infrastructure and it's inspected once every ten years," and 25 I go, "Okay." I said, "Nobody knew that," I said, "but

Page 26 1 we're" -- he goes, "You're proposing improvements to that 2 infrastructure that we're" -- "that we're responsible for 3 maintaining," and I said, "Okay, what does that mean?" He 4 said, "Well" -- he goes -- he goes "There's two" -- you 5 know, the pipe that you proposed, the 24-inch pipe, he goes, 6 you know, "The modeling shows that that is going to improve 7 things for everybody," that's fine, we don't have a problem 8 with that and then he said the -- the flap gate that we had 9 proposed or I had shown him in this plan, which was to 10 prevent water from going back into 125, he says, "You know, 11 we have a lot of experience with these gates because we own 12 a lot of them," and he goes, "So we know from past 13 experience that maintenance" -- "very maintenance 14 intensive," so he goes, "If this were to get approved in the 15 future," he goes, "we would be looking at the CDD as 16 providing the maintenance on that flap gate," and I go, 17 "Well, the field office is only a couple of hundred feet 18 away." 19 I said, "I don't think" -- you know, we're down 20 there all the time, I don't -- I said, "You're talking about 21 getting it unclogged or if it's stuck open?" He goes, 22 "Yeah, exactly," he goes, "That's what happens with flap 23 gates," and I said, "Well" -- I said, "I'm not going to 24 speak for the board," but I said, you know, "when it gets 25 time to making a decision on whether to pursue this or not,"	Page 28 1 know -- like right now, you know, from a -- I mean, we -- we 2 own the lake, the county is responsible for the pipes that 3 connect it to the other lake that we own, you know, the CDD 4 owns. I say we collectively, CDD, but -- and anything can 5 happen in a -- you know, you do these analyses and you 6 predict storm levels and flood levels and things like that 7 and you get hurricanes that are, you know, one and a half 8 times that or, you know, way more intense storms or 9 something; anything can happen and I was just thinking of 10 the potential -- you know, potential problems from 11 something, doing something like that and then having some 12 kind of an agreement with the county that puts us in a 13 bigger position of liability or something. 14 You know, I didn't really fully -- you know, that's 15 what I took from the discussion. Obviously, he didn't 16 furnish any kind of letter or document while we was sitting 17 there. 18 CHAIRMAN LEWIS: Yeah, that's what I was thinking. 19 MR. DVORAK: Nothing like that, he just said that 20 this has happened in the past and he goes, "I'm not the 21 department that would like work that out with you guys," so 22 I -- he goes, "I'm just speaking from my experience where 23 other people have modified county infrastructure," you know, 24 to suit their development and that's -- you know, that's -- 25 CHAIRMAN LEWIS: And what was -- what was his name?
Page 27 1 I said, "The CDD I think would be willing to" -- I said, 2 "For the sake of keeping our discussion going, let's assume 3 that the CDD would," you know, "provide long term 4 maintenance for this flap gate." 5 So he goes, "Okay," and then he -- the other thing 6 was -- and I didn't -- I was -- he -- he was -- I really 7 didn't fully understand where he was coming from on this, 8 but he said, you know -- he goes, "And because flap gates 9 have a tendency to fail and either be stuck open or stuck 10 closed from our experience," he said that -- he goes, "We 11 have to be" -- and he goes, you know, "I'm not the person 12 that would make this decision," but he goes, "in other 13 similar instances, we would be looking at some sort of 14 document that would put the CDD responsible for that, you 15 know, that performance or lack of performance. 16 And I'm going, "So if during a large storm it got 17 stuck open or closed or did something it wasn't supposed to 18 and someone within the watershed got flooded or something 19 like that," and he goes, "Exactly," and I go, "Well, that 20 changes things to me." I said, you know, that is -- I said 21 I have -- I'm going to have to think about that and I said, 22 "I'll mention it to the CDD board," and there were other 23 comments, like -- you know, I mean there's other things that 24 -- more technical than I want to go over with you guys, but 25 that was the one thing that sort of stood out to me as, you	Page 29 1 Do you remember? 2 MR. DVORAK: It was -- I may have scribbled it on a 3 notepad. I mean, honestly, when we were done, I didn't get 4 meetings from the minutes -- meetings minutes from the first 5 pre-submittal meeting from storm water and so one of my 6 comments at this follow up meeting was, "Can I get some 7 meeting minutes? Like do you guys record this," and one of 8 them, I guess maybe the head guy, Gene -- I don't know, I -- 9 I have his name, but he just said, "Listen, you write down 10 your minutes and forward it to us and we'll add or subtract 11 from it." So I got to furnish these notes, which I 12 scribbled -- I typed down immediately after and I've been 13 thinking of things periodically that I keep adding to the 14 list, but I've got to forward these minutes that I took back 15 to the entire group, which is 15, 20 people and they are 16 going to add or do -- you know, modify my comments and then 17 we'll have a complete set of meeting minutes, but that was 18 the gist of -- that I got and so when I send it back and I 19 get these feedback from these guys, maybe we'll, you know, 20 have a little better, clearer picture, but -- 21 CHAIRMAN LEWIS: And what department was that 22 person with? Do you remember that? 23 MR. DVORAK: He might've been -- I mean, he 24 might've been in maintenance because he was looking at like 25 their -- their maintenance map. When I was pointing to

Page 30 1 things, he was going -- you know, I talked about a pipe 2 under Linebaugh and when I got to those pipes between the 3 two lakes, he goes, "Yeah, that's in our database." He 4 goes, "That's our" -- 5 CHAIRMAN LEWIS: I may -- I may call Kim Beyer 6 again to kind of -- I feel like this has stalled way slower 7 than I ever wanted or expected and I'm sure you guys feel 8 the same way, but I do know a guy that works in special 9 services maintenance with Hillsborough County and I think I 10 might call him to see as well if he has any kind of a map or 11 reference to any agreements just to see -- 12 MR. DVORAK: I would like to see the database to 13 see that -- you know, see what -- you know, because in my 14 mind, there's always been some question in my mind, the 15 42-inch pipe that goes down, the last segment that connects 16 the two lakes, is a newer pipe. I mean, visually, you can 17 tell that and I'm trying to think when did that get put in 18 because Doug showed it to me one day, like years and years 19 ago and so I'm wondering if the county, you know, looked at 20 the entire drainage area and said, "Hey, we've got a back-up 21 here," you know, there's a missing link or an undersized 22 link and we're going to fix it, so they put that big 42-inch 23 pipe in there. 24 MR. HIGH: Wouldn't they have it permitted? Could 25 you go to like the Oculus site and try to pull it?	Page 32 1 CHAIRMAN LEWIS: So with that, though and like 2 Chris was just mentioning, if we talk about this at the next 3 workshop, you'd still need to go and present this back to 4 the county and -- 5 MR. DVORAK: No, I've got enough data. I 6 understand what the requirements are at this point from 7 SWFWMD and from the county. 8 CHAIRMAN LEWIS: Okay. 9 MR. DVORAK: If -- if we can find an alternative to 10 a flap gate and do something else, I can do all the -- we 11 can do all the work that would be needed, you know, the 12 analyses or whatever that would need to be -- 13 MR. HIGH: So you would just go straight to 14 permitting then? 15 MR. DVORAK: That's what they -- 16 MR. HIGH: Probably straight to permitting. 17 MR. DVORAK: Right, straight to permitting, yes. 18 CHAIRMAN LEWIS: Okay. So maybe I don't need to 19 make a phone call right away. 20 MR. DVORAK: I don't think so, not yet, but I do 21 want -- I do want to like show you the other things that -- 22 and how -- you know, I just want to explain some of the 23 other comments that, visually, it's hard to do what when 24 we're all sitting here going, "Yeah, I kind of" -- you 25 know -- "remember that," or -- do you know what I mean? It
Page 31 1 MR. DVORAK: There's -- it might be in Oculus. I 2 went to SWFWMD to see if it was permitted and it wasn't. 3 MR. HIGH: So I guess my question is -- and I know 4 you can -- you can present what you have at the workshop, 5 but who owns the property? Is it CDD property? I know 6 TECO's there -- 7 MR. DVORAK: TECO owns it, but it looks like it's 8 just in this section that TECO owns, but the CDD has an 9 easement on, obviously, because we -- you know, we go up and 10 down there all the time. 11 MR. HIGH: So maybe the county has an easement, 12 also. 13 MR. DVORAK: I asked him -- 14 MR. HIGH: Yeah. 15 MR. DVORAK: -- and he said it doesn't show one and 16 I go, "So how is that" -- "how do you maintain it if you 17 don't have an easement," and he said, "That's not uncommon 18 at all," he goes, "We have infrastructure in places where we 19 don't have easements and we're responsible for it." 20 MR. HIGH: I think the other thing, too, you talked 21 about flap -- you know, flap gate, something like that, 22 maybe look and see if there is other options. 23 MR. DVORAK: Yes, right. 24 MR. HIGH: (Inaudible.) 25 MR. DVORAK: Right, I -- yeah, we may have to.	Page 33 1 would be better and much easier for you guys to understand 2 looking at -- looking at the maps. 3 CHAIRMAN LEWIS: Okay. 4 MS. DILLEY: Robert, how would you like the 5 verbiage, a discussion on -- 6 MR. DVORAK: Just put pond 125 discussion. 7 MS. DILLEY: Okay. And then just provide me any 8 materials you have. 9 MR. DVORAK: Yeah, I generally -- you know, David 10 is kind of our operator here and I will provide both of you 11 with what I want to show and then go from there. 12 MS. DILLEY: Perfect. 13 CHAIRMAN LEWIS: So then, I guess, let me just -- 14 if you don't mind, if we talk about this in the next 15 workshop, what's the next step after that to getting this to 16 be -- you know, I guess we got to go to permitting and then 17 that will take a little time and then it will be a little 18 bit more time before we get a set of plans that we can -- 19 MR. DVORAK: Right, plans and there was some 20 additional modeling that SWFWMD and the county wanted. So 21 -- 22 CHAIRMAN LEWIS: Okay. 23 MR. HIGH: How's your contract status before we go 24 further so far? 25 MR. DVORAK: Well, I haven't done anything on 125

Page 34 1 in several months. We did the berm and the drainage on the 2 berm, you know, the inlets, which David said was working 3 pretty good. It started raining and -- and it's working 4 well, but I -- I haven't put any -- I haven't had any time 5 on this just because we've been dragging out waiting for 6 meetings. 7 I finished my little letter report, I think, at the 8 end of last year. This is how long, you know, we've been -- 9 we had a pre-app meeting with SWFWMD, took three months to 10 get a meeting, so you're sitting around basically waiting 11 for your time slot and then had this pre-submittal meeting 12 with the county and then this follow up meeting, so that's 13 really all we've done probably in the last six, seven, eight 14 months. 15 MR. HIGH: So you don't need any additional 16 services or anything other than what you've -- 17 MR. DVORAK: No. 18 MR. HIGH: Okay. Just wanted to make sure. 19 MR. BARRETT: So Robert, could you bring 20 alternatives on the flap gate to the workshop? 21 MR. DVORAK: I'm going to do some research, yeah. 22 MR. BARRETT: And then maybe, Chris, could you guys 23 -- could you get them like before the meeting to these guys, 24 the engineers, so that they have a chance to look at them 25 before?	Page 36 1 CHAIRMAN LEWIS: Okay, yeah. 2 MR. DVORAK: Just an estimate of hours and -- 3 CHAIRMAN LEWIS: That would be perfect. 4 MS. McCORMICK: And then we'll have to approve that 5 at the board meeting. 6 CHAIRMAN LEWIS: Correct, and I think the other 7 thing, David, is I think you were working with Mark from 8 Arborist Abroad. Was it abroad or aboard? 9 MR. SYLVANOWICZ: Aboard. 10 CHAIRMAN LEWIS: Aboard, sorry. To work on a 11 treatment plan for the -- the Shires. 12 MR. SYLVANOWICZ: Yes, I have that on my -- 13 CHAIRMAN LEWIS: And the chemical is escaping my 14 mind and I don't -- 15 MR. SYLVANOWICZ: Cambistat. 16 CHAIRMAN LEWIS: Thank you very much. 17 MR. SYLVANOWICZ: Yes, I will certainly bring that 18 up. 19 CHAIRMAN LEWIS: Okay. Awesome. 20 All right. Anything else for Robert? 21 (No response.) 22 CHAIRMAN LEWIS: All good? Okay. 23 David. 24 MR. SYLVANOWICZ: Sure. 25 CHAIRMAN LEWIS: You're up.
Page 35 1 MR. DVORAK: Yeah, I'll see what we -- yeah. 2 MR. BARRETT: All right. Not to put that on you, 3 but -- 4 MR. DVORAK: Well, there's a more -- there's a -- 5 well, I'll bring a picture of that, too. There is an 6 alternative to the hinge flap gate and the hinge flap gate 7 is the one that the county knows and has experience with, 8 but there are other -- other models that would be maybe 9 suitable for this and I'll -- I know of one right off the 10 top of my head that I can bring and we can take a look at 11 it. 12 CHAIRMAN LEWIS: Okay. 13 MR. DVORAK: But that's really all I had. I didn't 14 have anything else. You know, we talked a little bit about 15 120, we're going to have our little meeting tomorrow. Like 16 I said, no one's gotten our letter from SWFWMD, so we'll see 17 what they say when they respond and then we'll go from there 18 and that's really all I had. 19 CHAIRMAN LEWIS: Okay. Robert, from the last 20 workshop that you had called in, we had kind of talked about 21 getting some info together for RFP development for sidewalks 22 repairs in the Greens, Harbor Links, Stonebridge and 23 Vineyards. Is that -- it's only been a couple of weeks, so 24 if you don't mind -- 25 MR. DVORAK: I can get a proposal for the workshop.	Page 37 1 MR. SYLVANOWICZ: So I'm just going to go down my 2 list. Do you want it up there? 3 CHAIRMAN LEWIS: Yes, please. 4 MR. BARRETT: Sure. 5 MR. SYLVANOWICZ: Okay. So Reggie is still on the 6 phone. Right? So he brought up last -- a couple of weeks 7 ago that we've had a lot of cut washy palms. For two 8 reasons: Lighting strikes and lethal bronzing disease. So 9 early on, I met with Mark Hughes and he schooled me on that, 10 that it's -- we need to be very quick about removing them. 11 So my experience up until this point has been we lose one, 12 lighting strike happens, we cut one down to be quick so it 13 doesn't spread into the neighbors and the other trees. 14 Right now, I have eight trees cut down, so I have 15 eight trees on order with Adventura. They cost anywhere 16 between 800 and \$1,000 a piece, plus installation, so I have 17 two proposals. They are kind of split up depending on when 18 we order them and we're still waiting, so it's eight trees 19 at \$15,000 for 150. That's installation, they can do about 20 four a day and then we kind of follow behind and stake them 21 and make sure that they have enough dirt and so I just need 22 board approval on that. 23 I'd also like to use this time, we talked about 24 sidewalks and how we don't have to repair sidewalks in 25 Vineyards -- I mean, excuse me, in Harbor Links because they

Page 38 1 have washy palms. It's just -- just so you know, it's -- it 2 is what it is. They have nothing but washy palms. They 3 don't have sidewalk problems, but we've got to prune those 4 trees twice a year. They keep getting taller and the ones 5 at the gates are now lighting rods and we've lost -- 6 MR. BARRETT: The expense of trimming Washington 7 Palms is something -- what -- \$100,000 a year? 8 MR. SYLVANOWICZ: That's to do them twice and the 9 Sables once, so if you look at it, it's like two thirds of 10 our whole contract for tree trimming. 11 MR. BARRETT: Right, so the idea of pulling out all 12 the canopy trees and putting in Washington Palms would end 13 up being more expensive to the community to maintain in the 14 future than our actual sidewalk program? 15 MR. SYLVANOWICZ: Yep. 16 MR. WIMSATT: I hope that's nobody's actual idea. 17 MR. BARRETT: Huh? 18 MR. WIMSATT: I said I hope that's nobody's actual 19 idea. That would be awful. 20 CHAIRMAN LEWIS: All right. 21 Do we have a motion for approval? 22 MR. BARRETT: Yeah, I'll make a motion. 23 CHAIRMAN LEWIS: Okay. Do we have a second? 24 MR. WIMSATT: I'll second it. 25 CHAIRMAN LEWIS: Okay. Any other questions,	Page 40 1 MR. WIMSATT: Yeah, the setup. 2 CHAIRMAN LEWIS: Is that -- have you had a chance 3 to -- 4 MR. SYLVANOWICZ: I haven't really approached that 5 with them, I can. 6 MR. BARRETT: So -- so the pump itself, I know we 7 talked about the electronics last time. The pump itself, 8 was the cause of that failure the moisture in the cabinet or 9 was the cause by the soap suds -- the soap in the -- 10 MR. SYLVANOWICZ: It was the soap suds in the 11 vault. Well, soap suds get put into the pool, that gets 12 filtered by the pool pump that's also down in that vault 13 because you have two separate systems. When you would 14 service that, just like any pool pump that anybody has on 15 the side of their house, some of the water and the 16 concentrated soap hit the vault floor. Not knowing that 17 that was an issue, the pool tech cleaned it up, shop-vacced 18 it out, washed it out, used the -- the sump pump that's 19 there and got the water out. Days later, we're seeing that 20 this concentrated soap, because they put gallons of it in 21 there, mixed in with any of the moisture and created the 22 soap suds, which then, you know -- think of the suds in a 23 bath. It can just get into every little nook and cranny. 24 Plus, you have the vent fans of the electronics cooling it 25 off, so it's circulating the air and it's basically creating
Page 39 1 discussion? 2 (No response.) 3 CHAIRMAN LEWIS: All in favor? 4 Reggie? 5 MR. GILLIS: Aye. 6 (All board members signify in the affirmative.) 7 CHAIRMAN LEWIS: Carries five to series. 8 (Motion passes.) 9 MR. SYLVANOWICZ: Unfortunately, what I feared was 10 going to happen. The whole pump system at the -- not the 11 pump system, but the display pump needs to be replaced. 12 This was the one that was -- the soap suds at the new 13 fountain park. It worked for a while, then it started 14 tripping the breaker, et cetera. It was only time. The 15 bearings got wet. We even had them back to grease them and 16 got them going for another week or so. It's a done deal, so 17 that's the price to replace a ten horsepower pump, which is 18 fairly large pump installed and whatnot, by the original 19 installers. 20 CHAIRMAN LEWIS: Did the -- and I can't remember if 21 there was any other discussion from the last one, but I feel 22 like we talked about trying to look at alternatives. 23 MR. WIMSATT: The location for it, yeah. 24 CHAIRMAN LEWIS: Yeah, the setup is more 25 significant.	Page 41 1 a -- a soapy environment. 2 MR. WIMSATT: So is it the issue of the tech is 3 just going to make the mistake in opening it, so it's 4 unlikely to repeat itself, even if we don't change the 5 configuration or is it something where we really need to 6 look at a new configuration? 7 MR. SYLVANOWICZ: So we've -- me and Todd have 8 talked extensively about this and so when this happens 9 again, he's going to drain both pools because he basically 10 has to do that anyway and when he removes it, he's going to 11 make sure no water gets in the vault. He's going to do 12 everything out of that vault so that we -- now, we know what 13 happens to minimize it happening again. 14 MR. WIMSATT: Great. So if we replace it, it 15 sounds like it's unlikely to repeat itself? 16 MR. SYLVANOWICZ: Correct. 17 MR. WIMSATT: Great, that's what I wanted to make 18 sure. 19 MR. HIGH: And it's the motor. Right? Is it the 20 motor or -- 21 MR. SYLVANOWICZ: It's the pump motor, yeah, but 22 it's the shaft, the shaft seal. It's everything that goes 23 along with it. It's a ten horsepower -- it's this big, so 24 it's -- it's a substantial piece of equipment. 25 Unfortunately, it's failing.

Page 42 1 CHAIRMAN LEWIS: All right. 2 MR. WIMSATT: Makes sense. 3 CHAIRMAN LEWIS: Motion to approve? 4 MR. WIMSATT: I'll move to approve it. 5 MR. SYLVANOWICZ: Thank you. 6 CHAIRMAN LEWIS: I'll second it. 7 Any -- any comments? 8 (No response.) 9 CHAIRMAN LEWIS: Seeing none, all in favor? 10 Reggie? 11 MR. GILLIS: Aye. 12 (All board members signify in the affirmative.) 13 CHAIRMAN LEWIS: That -- let me clarify, I guess, 14 for the record, that that is for \$4,971. 15 MR. SYLVANOWICZ: Yeah, that's what -- 16 CHAIRMAN LEWIS: So do you need to -- 17 MR. SYLVANOWICZ: Well, that's what he presented to 18 me. 19 MR. WIMSATT: Let's say that -- let's do it not to 20 exceed 5,500, just to make sure that we have enough. 21 MR. SYLVANOWICZ: Yeah, that's his actual proposal. 22 CHAIRMAN LEWIS: I'm okay with that. 23 I'll second that. Let's revote as, I guess, that's 24 the proper procedure. 25 All in favor?	Page 44 1 Reggie has commented on it; you can't see it, I can't see it 2 between the glare and the old screen. 3 You go to Woodbridge, you go to Enclave, where 4 they've upgraded them, they are big screens with face -- 5 faces like an iPad. You can make choices, you have all 6 these other options and features, QR codes. We're having 7 issues where people are writing the PIN numbers that they 8 are getting from residents and writing them down and they 9 are writing them on the boxes so -- so that like the Uber 10 Eats, the Instacart people can get in. 11 So in talking to Mark and talking to a few 12 residents through Harbor Links and then Matt Rice at 13 Stonebridge, they were in with a meeting, they were shown 14 all the features and they were interested in that, so I'm 15 starting the process of upgrading it. 16 The reason I'm going with Techwave is because they 17 seem like a very capable company. Mark seems to be very 18 capable, he's got a capable installer. It works with our 19 current system with respect to the Door King motors and it 20 would give much what Sherida's used to now because 21 everything -- you've got all these communities on Door King 22 and then you have the Greens on Dwelling Live, so now all 23 the communities would be on one system so she could manage 24 new people, comings and goings of, you know, who has moved 25 out, who needs to be established as a resident and then it
Page 43 1 MR. GILLIS: Aye. 2 (All board members signify in the affirmative.) 3 CHAIRMAN LEWIS: Five to zero. Thank you. 4 (Motion passes.) 5 MS. DILLEY: Chris, you were the motion for the 55 6 or -- 7 CHAIRMAN LEWIS: No, Jim. 8 MS. DILLEY: Jim, okay. Thank you. 9 CHAIRMAN LEWIS: Okay. 10 MR. SYLVANOWICZ: Okay, moving on. So Sherida and 11 I have met with Mark Copeland of Techwave. Techwave is the 12 gate access company, he's the regional salesman for that. 13 They are integrated Securitas, so the Greens' people have a 14 new system and went away from the Dwelling Live, it was 15 aging out and we now have Techwave. We've built a 16 relationship with Mark Copeland to look at the fact that all 17 our gates and the gate call boxes are -- what's the 18 company -- 19 MS. COOK: Door King. 20 MR. SYLVANOWICZ: Door King, and they have stuck 21 with their very antiquated, yet robust, ones all of our 22 gates have. The actual touch buttons that are like on a pay 23 phones, the yellow-ish, green-ish screen. People are 24 wanting more. We're getting asks from Stonebridge, asks 25 from Harbor Links, "When are you going to do it?" I know	Page 45 1 also allows us to troubleshoot it, which she's been doing 2 hours and hours with for the Greens and she's become very 3 knowledgeable of that software. 4 So nothing that you need to take a motion on now, 5 just kind of updating you guys on it. We're going to start 6 getting numbers about that. This is more of a question for 7 Heather -- 8 MS. DILLEY: Mm-hmm. 9 MR. SYLVANOWICZ: -- when these start coming in, 10 like Matt Rice is going to want to put it in front of his 11 HOA, that they're going to have this sort of expenditure to 12 update the call boxes. They might want to add the ability 13 to have their passthrough gate on the QR code or on 14 something involved in their technology. We might have to 15 bore under the street to put in an RFD reader because we'll 16 go away from the \$45 clickers to an eight dollar sticker 17 that goes on a headlight that gets read at about a 50-foot 18 distance and opens the gate for the resident. 19 So that's -- that's the future, the next -- to get 20 away from 1995 pay phone technology that we have now. So 21 when I know more and when I start getting numbers -- I don't 22 know how to manage it, like does the -- I guess this is a 23 question to the room: When we get that number, that's going 24 to be more than like Stonebridge has in their account, do we 25 then -- is it a payback type of situation and we need board

Page 46 1 approval? 2 MR. BARRETT: Historically, we lend it to them from 3 the general funds in the budget and they pay it back. 4 MR. SYLVANOWICZ: Putting it on the radar. 5 MR. BARRETT: But we have to make sure that next 6 year when we're doing the budget, that we make sure -- 7 because we've already kind of shorted paving, that we look 8 at, "All right. What's the repayment for that," the paving 9 and it -- it just -- kind of a heads up, like let 10 Stonebridge and these other communities know that there is 11 going to be an assessment increase that may be kind of a 12 little eye popping next year because of these two things 13 combined. 14 MR. SYLVANOWICZ: Yeah, the overall response I 15 got -- we had three people from Harbor Links and then we had 16 Matt Rice -- is that the Harbor Links people were like -- 17 they're wanting to do that, where Stonebridge is a different 18 community, he's going to have to kind of like sell it to the 19 HOA that they are going to have to do that. 20 The features might -- didn't seem like the features 21 or the expenses increase that much. It's more of the 22 upfront cost of the -- the installation, the getting CAT 23 five underneath streets because we don't have that now. 24 Everything is either cell phone data, which is tricky at 25 best and just regular phone lines.	Page 48 1 MR. BARRETT: Well, we would need to approve the 2 actual funding first and then we'll take care of that. 3 MS. DILLEY: Okay. Perfect, perfect. Thank you. 4 MR. WIMSATT: Yeah, usually when we do it, we -- we 5 plan the funding and we'll say, "We're going to pay it back 6 either this year, two years, three years," whatever we think 7 will work. 8 MS. DILLEY: Okay, thank you. 9 CHAIRMAN LEWIS: Your next one, David, I got that 10 to sign after the meeting. 11 MR. SYLVANOWICZ: Done. All right. So I think we 12 all learned a little from Mark Hughes a couple of weeks ago. 13 So that being said, I want to kind of put that into 14 real-world pricing. So when I use a tree service, we can 15 lift the canopy, they walk with pole saws, it's 15 feet they 16 can get up. They trim everything that's hanging down 17 hitting cars and buses. I -- they can do -- let's say, on 18 average, they can do 70 trees in a day. My day rate with 19 them -- and they dispose at our yard and then we dispose, we 20 pay that fee -- is \$3,000 a day. 21 Now, if you remember, the -- what Mark provided as 22 a structural pruning is different. That is -- costs 23 definitely more, probably more like double the price, but if 24 you remember from what he was saying, it's so more 25 beneficial to the tree because when he structurally prunes
Page 47 1 CHAIRMAN LEWIS: And just to be clear, this is all 2 of our gated communities? 3 MR. SYLVANOWICZ: Well, I'm kind of starting with 4 the small one, with Stonebridge. 5 CHAIRMAN LEWIS: Okay. 6 MR. SYLVANOWICZ: Do that, then I'm going to move 7 to Harbor Links and then -- yeah, kind of just move down the 8 line with them. 9 CHAIRMAN LEWIS: Okay. 10 MR. SYLVANOWICZ: Because they all have that older 11 technology, that older system and they're not cheap, either. 12 MR. BARRETT: But please, like work with the voting 13 members of the different -- 14 MR. SYLVANOWICZ: That's what -- yeah, yeah. I was 15 Nancy Sells and Bill Fries of Harbor Links, then Matt Rice, 16 Stonebridge. 17 MR. BARRETT: Thank you. 18 MR. WIMSATT: And just for clarification, what's a 19 pay phone? 20 MR. SYLVANOWICZ: You can't play that, Jim. 21 MS. DILLEY: Just to add to that, so Erin, if you 22 could tell me, too, do we need a motion -- I just want to 23 make sure that those funds upfront will come from the 24 general fund and then Stonebridge would pay that back to the 25 general fund. Is that how the board would like to move --	Page 49 1 it, he tries to keep the tree compact so that the roots stay 2 compact and don't feel the need to spread out. When we lift 3 the canopy, the trees go, "Oh, I need more growth," and it 4 goes this way and the roots match it going on to sidewalks, 5 hitting drains and whatnot. 6 So knowing what I know, I've tasked -- I've tasked 7 Mark with the following: To give me a proposal because the 8 Shires have been lifted and canopied over a series of days. 9 Basically, write off the sidewalks, we're done. I would 10 like him -- and he knows this. I would like him to give me 11 a proposal for Cambistat of the Shires and that was 12 something that you mentioned, Matt. 13 My next three places that are of concern for me 14 after the intersection of Linebaugh and Countryway is 15 Linebaugh heading north -- excuse me, heading west from the 16 elementary school from Gretna Green and back again; both 17 side's median. It's a heavily trafficked area. I don't 18 need to say that; sidewalk signs and all of that. So he's 19 going to give me a proposal for the structural pruning. 20 Same with Wycliffe, that community needs it. It's 21 got about 30 trees and then Kings Bridge, connecting the 22 Greens to the Bridges, that's got about 40 trees, so I will 23 be seeking -- they are going to be more expensive. 24 MR. WIMSATT: And to be clear, although the price 25 might be twice as much for the --

Page 50 1 MR. SYLVANOWICZ: Yes. 2 MR. WIMSATT: -- structural pruning, it is 3 something that's recommended for the long term health of the 4 trees and the long term health of the canopy. 5 MR. SYLVANOWICZ: Correct. 6 MR. WIMSATT: Because I mean, when we did that 7 survey, the canopy was one of the main -- the maintenance of 8 the canopy and preserving the canopy was one of most 9 important things, the most important results, consistent 10 results from that survey every time we've done it. So that 11 kind of -- you know, at least helps me answer the question 12 of whether it's worth it or not. 13 MR. BARRETT: Well also, unlike the Washington 14 Palms, which was an annual thing, this is like -- this is 15 happening -- like when they trim the oaks, it's like every 16 five years. It's not -- it's been very hit or miss, the 17 trimming of oaks like throughout places like the Bridges, - 18 MR. WIMSATT: Exactly. 19 MR. BARRETT: -- so this is like a one-time 20 investment. 21 MR. WIMSATT: As a former Shires' resident, I'm 22 very familiar with all of the -- when they get cut or don't 23 get cut. 24 MR. SYLVANOWICZ: So since I've been here, I've got 25 a running list of all the trees we've done, all the streets	Page 52 1 CHAIRMAN LEWIS: Okay. 2 MR. BARRETT: Thank you. 3 MR. SYLVANOWICZ: Yep. 4 CHAIRMAN LEWIS: Okay. 5 MR. SYLVANOWICZ: I think Heather is going do deal 6 with the next one. 7 MS. DILLEY: Yeah. Mm-hmm. 8 MR. SYLVANOWICZ: So this is more of a question to 9 the room: Red Tree has officially said that they want to 10 raise their irrigation rate from 65 to \$75 an hour for 11 anything that we pay for repairs above and beyond what's 12 contract. 13 MS. McCORMICK: Yeah, so I was just looking at the 14 contract that we entered into in September of 2024 with them 15 and they have a supplemental price list -- 16 MR. SYLVANOWICZ: Yep. 17 MS. McCORMICK: -- and on there, they have the 18 irrigation work. On hourly basis is at \$65 an hour, so I 19 mean, I would interpret that to run for the -- 20 MR. SYLVANOWICZ: The three-year contract. 21 MS. McCORMICK: -- duration of the contract unless 22 they -- 23 MR. WIMSATT: Exactly. 24 MS. McCORMICK: -- have some reason that they think 25 that's not the case.
Page 51 1 and neighborhoods we've done and obviously, I drove and 2 drive continuously and go, "Okay. I'm going to move that 3 neighborhood up," or, "My guys can take care of those trees 4 and we can get another year out of that neighborhood," and 5 that's how I look at it. So those neighborhoods and those 6 areas are of what concern for me -- 7 MR. BARRETT: But I -- I'm saying prior to your 8 arrival, I don't think that we actually maintained the oaks 9 in a consistent fashion at all. I think that's one of the 10 ways that they contained costs, but at the expense of the 11 future. 12 MR. SYLVANOWICZ: To your point, I don't know what 13 that timeframe is; two, three five years, I don't know, but 14 from listening to Mark, you definitely get an extended time 15 out of it and anecdotally, I added the -- you know, the few 16 places that we've done the structural pruning, like the 17 Village Greens, which was about 70 trees. So that -- you 18 can tell right now driving through there that it's different 19 than say somewhere where we just lifted the canopy. So -- 20 CHAIRMAN LEWIS: David, are you keeping this data 21 and these timelines and these dates that that's done, like 22 the Village Greens? Are you keeping that in a spreadsheet 23 or a -- 24 MR. SYLVANOWICZ: Yeah, I'm just -- I'm making a 25 growing list. Yep.	Page 53 1 MR. SYLVANOWICZ: The irrigation manager told me -- 2 he was like, "I want to tell you so that you don't just hear 3 it in an e-mail," and I got an e-mail from the general 4 manager and wife, Karen Lucadano, so I kind of forwarded 5 that to both of you and I basically told them, I said, 6 "Pretty sure you're stipulated by that three-year contract, 7 but that's above me, so I'll send it on to you guys." 8 MS. McCORMICK: Yeah, and then after that, the 9 rates are supposed to adjust by the cost of the CDD, you -- 10 MR. SYLVANOWICZ: Correct. Yep. 11 MS. McCORMICK: -- if the board decides to extend 12 the contract, so -- I mean, as far as I know, I think Red 13 Tree is doing a good job. I'm not trying to, you know -- 14 MR. SYLVANOWICZ: No, yeah. 15 MS. McCORMICK: -- take away from them, I just want 16 to understand if they think for some reason this shouldn't 17 apply. 18 CHAIRMAN LEWIS: So see that e-mail, please and 19 between the both of you, do the response that -- like you're 20 saying, you know -- 21 MS. McCORMICK: Right. 22 MR. SYLVANOWICZ: -- legally, that the contract 23 states what it does. 24 CHAIRMAN LEWIS: In your list, was there reference 25 to the contract, what you're showing?

Page 54 1 MR. SYLVANOWICZ: Yep. Yeah, that's the Exhibit B, 2 that, you know, they had to provide in the contract how much 3 it would be for all these services and the irrigation 4 repairs is probably the one we use the most because they are 5 always, you know, doing above and beyond our contract work. 6 MR. BARRETT: We are like mid-second year of the 7 contract. Right? 8 MR. SYLVANOWICZ: Yes. 9 CHAIRMAN LEWIS: Okay. What was the other one, 10 David? I think -- 11 MR. SYLVANOWICZ: I think I'm getting pretty close 12 to the end for me. 13 CHAIRMAN LEWIS: Greens' sidewalk, I think we kind 14 of talked about and we'll -- 15 MR. SYLVANOWICZ: Yeah, that's -- Robert's going to 16 weigh in on that. Yeah, I think I'm good. 17 CHAIRMAN LEWIS: Okay. Going back to the 18 landscaping design. 19 MR. SYLVANOWICZ: I'll go back to the agenda. 20 MS. DILLEY: Okay. It did not make the agenda -- 21 MR. GILLIS: Could I ask a quick question about 22 that? 23 MS. DILLEY: Oh, sorry about that, Reggie. Go 24 ahead. 25 MR. GILLIS: Yeah, I just wanted to ask about how	Page 56 1 MR. SYLVANOWICZ: Oh, yeah. 2 CHAIRMAN LEWIS: -- that I would be kind of 3 interested in -- 4 MS. DILLEY: We can exclude those 13 clocks from 5 last year and then just update them for this year as well to 6 give us some pricing. 7 MR. SYLVANOWICZ: Last year, we knew we went into 8 it -- I know you got the whole proposal and it got kind of 9 muddy there about redoing the wiring, so what has been 10 improved has been getting all these zones back on. Not all 11 these zones, but a lot of the zones back on the system that 12 were lost over previous years and battery operated 13 controllers were stuck in different wells just to kind of 14 keep the zone going, those things fail, those things run out 15 of batteries and that's why we're having issues. 16 So I mandated Matt to go through and do the wire 17 tracing, replace the valves so that as much of what we can 18 is on our system, which now he can control via laptop, the 19 service techs can control with apps their phones as opposed 20 to the previous system. It was radio controlled and you had 21 to click it ten times to get zone ten and then you had to 22 click it five times to get -- yeah, it was the 1995 pay 23 phone, so we're -- we're in a much better situation there. 24 I think as you drive around during a drought, our 25 landscaping looks pretty good because of the irrigation as
Page 55 1 much that they -- do they, on an annual basis now, repair 2 irrigation systems? The reason I'm asking is because I know 3 this ties into the overall system that obviously needs to be 4 replaced and everything else in the community like it. 5 MR. SYLVANOWICZ: I'll weigh in on that. I don't 6 know the exact numbers. Last year was heavy because we 7 replaced all 13 clocks, so that was something that Greg 8 Chesney and I and then Red Tree reps kind of dealt with. 9 That was -- that is not on our radar this year. The 10 improvements we're making are of smaller increments, trying 11 to protect the system from -- putting air relief valves in a 12 few select locations and really, the repairs come as they 13 come. You know, PVC is in the ground. We're certainly not 14 going to go through and replace all our PVC, but we are 15 repairing what we find and Red Tree and Matt Olsen is very 16 good about not repairing it with cheap stuff. We're using a 17 lot of metal attachments, metal Ts, much like what the 18 county does. So slowly, our system is being improved in its 19 robustness of repairs. 20 CHAIRMAN LEWIS: Are you able -- following up on 21 Reggie's comment, are you able to get with Kai and somehow 22 go through a quick search of invoices to kind of get a -- 23 MR. SYLVANOWICZ: Oh, yeah. 24 CHAIRMAN LEWIS: -- to get -- to get a number for 25 him because that --	Page 57 1 part of the system. So -- 2 CHAIRMAN LEWIS: Okay. 3 Reggie, anything else? 4 MR. GILLIS: No, I was just curious of -- you know, 5 was it an awful lot or -- anyway. I -- you know, at some 6 point, it makes sense to revisit it, the broader system. I 7 know they had proposed -- in the previous contract, they 8 proposed replacing and, you know, it ties into the other 9 irrigation systems in the community as well. 10 CHAIRMAN LEWIS: Right. 11 MR. GILLIS: Particularly, around the golf course. 12 MS. DILLEY: We'll get that copy and I'll send it 13 out to the board. 14 CHAIRMAN LEWIS: Thank you. 15 Heather, I think you had something about Ivy? 16 MS. DILLEY: Okay. Yeah, this is from BHB. This 17 is the proposal that they have sent over last week. It 18 didn't make the agenda deadline. This is a proposal for 19 23,200 to have an assessment for the pocket parks. And 20 Sherida, I know you've been speaking with Ivy a little bit, 21 so we've -- these two for you. 22 MS. McCORMICK: Yeah, so we did a contract and I 23 think it's been fully executed now for the landscape 24 assessment work that they are doing as part of this next 25 project, but it didn't include the pocket parks, so that's

Page 58 1 what she had just sent over and we can -- if the board wants 2 to approve this today, then we can just add it as an 3 addendum to that contract that just got approved and 4 executed. 5 CHAIRMAN LEWIS: Okay. So -- 6 MR. WIMSATT: It makes sense that it's going to be 7 high because there's a lot of pocket parks, there's a lot of 8 places throughout the community that need to be looked at, 9 you know, as part of overall assessment. So -- 10 CHAIRMAN LEWIS: How many pocket parks do we have, 11 David? 12 MR. SYLVANOWICZ: I don't know. 13 CHAIRMAN LEWIS: Dozens, though. Right? 14 MR. SYLVANOWICZ: Dozens. 15 MS. COOK: We spent two and a half hours touring. 16 I spent the time with her and we stopped at a lot of places. 17 I didn't count, though. 18 MR. WIMSATT: I'm surprised it's not as much as the 19 initial -- 20 MR. BARRETT: So this is the -- this is basically 21 taking the landscape plan that we have, but she's going to 22 go back in and create one for the individual pocket parks or 23 -- 24 MR. WIMSATT: An assess -- do an assessment on all 25 the individual parks. Plans for -- yeah.	Page 60 1 MR. BARRETT: Okay, cool. Thank you. 2 CHAIRMAN LEWIS: Okay. Do we have a motion? 3 MR. WIMSATT: I'll move to approve the -- 4 amendment number one value of \$23,200. 5 CHAIRMAN LEWIS: Okay. Do we have a second? 6 MR. BARRETT: I'll second it. 7 CHAIRMAN LEWIS: Seconded by Chris. Any other 8 discussion or comments? 9 MS. DILLEY: Reggie, were you able to receive the 10 e-mail? 11 CHAIRMAN LEWIS: Do we need to pause for -- 12 MR. GILLIS: I do not have my laptop with me, so I 13 can't tell. 14 MS. DILLEY: Okay. 15 CHAIRMAN LEWIS: Okay. All right. Well, let's see 16 -- I guess -- I don't know, do we -- 17 MS. DILLEY: Well, basically, I've got four board 18 members that have approved the amendment to the assessment 19 for the pocket parks for 23,200, so Reggie, it's -- I know 20 you haven't had a chance to look at it or have your -- 21 CHAIRMAN LEWIS: Well, hold on a minute. We 22 haven't approved it, we haven't voted. So -- 23 MS. DILLEY: No, no, no, just a motion. Yes, I'm 24 sorry. 25 CHAIRMAN LEWIS: We just have a motion and a
Page 59 1 MR. BARRETT: Is there anyway we can e-mail Reggie 2 this? 3 MS. DILLEY: Yes, I was just doing that. 4 MR. WIMSATT: So on page four, it's got kind of a 5 breakdown of the expenses. 6 CHAIRMAN LEWIS: Yeah, so this back -- I didn't see 7 the back side. So those are the ones -- I think it's about 8 like 19 or 20 and each label was on that map. 9 MR. WIMSATT: Oh, yeah, since it's a highlighted 10 the area, they consider that whole area the pocket park, 11 which is -- that makes sense. A whole entrance way. 12 MR. BARRETT: Yeah, so David, just a little pet 13 peeve, the pocket park known as the Mays Park, jokingly, it 14 has white stone on it and I raised that repeatedly with Doug 15 Mays. White stone is not permitted under the HOA 16 guidelines, so if you could just make sure that -- 17 MS. COOK: I put it on our radar. 18 MR. BARRETT: Yeah, put on the radar what is not 19 permitted in HOA guidelines for these pocket parks and if we 20 could, long term, plan to get rid of that white stone and 21 replace it with something that is HOA approved, I would be 22 grateful because I've been in other communities outside of 23 Westchase where people mock the white stone in that park, so 24 I just -- 25 MS. COOK: It's been put on our radar.	Page 61 1 second, so I guess I'm just wondering -- I -- you know, 2 Reggie, I don't know. Do you want us to wait if -- if 3 you're not seeing this? 4 MR. GILLIS: No. 5 CHAIRMAN LEWIS: Okay. All right. 6 MR. GILLIS: I'm fine with it. 7 CHAIRMAN LEWIS: Okay. All right. Then -- all 8 right. All in favor of the motion on the floor? 9 MR. GILLIS: Aye. 10 (All board members signify in the affirmative.) 11 CHAIRMAN LEWIS: Okay. Carries five to zero. 12 Thank you. 13 (Motion passes.) 14 MS. DILLEY: And I'll get that over to Erin and 15 we'll have a contract. 16 CHAIRMAN LEWIS: Okay, thank you. 17 All right. I think that was it for field manager. 18 Right? Heather -- 19 MS. DILLEY: Yes. 20 MR. SYLVANOWICZ: Yes. 21 CHAIRMAN LEWIS: -- or David. Sorry, I'm looking 22 at Heather because she was the last one to go, so I'll move 23 on to you, Heather. 24 MS. DILLEY: Okay. So basically, Sherida was able 25 to confirm the public hearing. Just want to go over that

Page 62 1 again. It will be August 4th at 4 o'clock at the Countryway 2 Swim and Tennis. Next workshop, which is June 16, we'll 3 keep at the 6:30. That will be at the same place, right 4 here at the library. 5 Starting July, the workshop July 21st, that will 6 start at 4 o'clock, so all the workshops will begin at 4 7 o'clock starting with January -- or July, excuse me. 8 MS. McCORMICK: So you're going make a motion to -- 9 to modify that resolution that was approved at last month's 10 meeting that set the public hearing of the proposed budget. 11 You can go ahead and do that now. We'll go ahead and make 12 that correction to the resolution and put it in the agenda 13 packages for ratification, but it's -- it's got to be done 14 now because we're working on doing everything that's needed 15 for that. 16 MS. DILLEY: We didn't have the library available 17 and so at the last meeting, Sherida was going to make sure 18 we could have a confirmation and reserve the swim and 19 tennis, so that's really the only change. 20 CHAIRMAN LEWIS: Okay. 21 MR. BARRETT: So -- 22 MR. WIMSATT: I'll -- I'll move to approve the 23 ratification of the -- 24 MS. McCORMICK: Move to approve the revision to the 25 resolution.	Page 64 1 MS. DILLEY: Okay. Just another update I have with 2 the Florida Alliance. They were able to give us a credit 3 for \$3,981 for the workers' comp for the police security, so 4 we have removed that from the policy and they were able 5 refund us all the way back to October 1st, 2025. Okay? 6 CHAIRMAN LEWIS: Perfect. 7 MS. DILLEY: Just wanted to let you know. Paving 8 status with the sidewalks, are we putting that on the agenda 9 as well for next month? 10 CHAIRMAN LEWIS: For the meeting? 11 MS. DILLEY: The phases for -- yeah, I know that 12 that was a situation they had discussed at the -- 13 CHAIRMAN LEWIS: Let's not -- let's wait on the 14 actual meeting agenda. I think we're going to talk about 15 that at our workshop. 16 MS. DILLEY: Oh, at the workshop. Okay. I'll put 17 that on workshop agenda. 18 MR. BARRETT: But I think Robert is going to give 19 us a price for putting together the engineering, like review 20 of what needs to be done. 21 MS. DILLEY: Okay, perfect. Got it. Just going 22 over my last notes here, so that's all I have. 23 CHAIRMAN LEWIS: Okay. Was there -- was there a 24 discussion -- is Andy on? 25 MS. DILLEY: Yes.
Page 63 1 MR. WIMSATT: Yeah, the resolution. 2 CHAIRMAN LEWIS: Okay. Do we have a second? 3 MR. BARRETT: Seconded. 4 CHAIRMAN LEWIS: Seconded by Chris. 5 All in favor? 6 MR. GILLIS: Aye. 7 (All board members signify in the affirmative.) 8 CHAIRMAN LEWIS: Carries five to series. 9 (Motion passes.) 10 MS. DILLEY: All right. Thank you so much. I 11 appreciate that. And then we have a ratification of the 12 general elections seat resolution code. It was -- 13 originally, there was two resolution numbers for 2026-08, so 14 we've just revised it to the 2026-088. That's the only 15 difference with that one as well. 16 MR. BARRETT: So I'd make the motion to approve it. 17 MS. DILLEY: Okay, Chris. Thank you. 18 CHAIRMAN LEWIS: All right. I'll second that one. 19 MS. DILLEY: All right. 20 CHAIRMAN LEWIS: All in favor? 21 MR. GILLIS: Aye. 22 (All board members signify in the affirmative.) 23 CHAIRMAN LEWIS: Carries -- Reggie said aye, 24 carries five to zero. 25 (Motion passes.)	Page 65 1 CHAIRMAN LEWIS: Did you say that earlier? 2 MS. DILLEY: I did, yes. Andy is here. There's 3 two aspects I know we have an audience member who has a 4 question about the assessments. We are at that section, 5 actually. 6 CHAIRMAN LEWIS: Yes. 7 MS. DILLEY: Andy, would you mind going over the 8 assessments for Michael Sosa, who is here joining us? 9 MR. MENDENHALL: Yeah, yeah, sure. So we have an 10 -- and I'll let him obviously ask any questions as well. We 11 have a circumstance that we found out recently; that there 12 was a conveyance that was done back in 2005 I believe or 13 it's from that, but because of that conveyance, there was a 14 small portion of the property that's being assessed. It's a 15 commercial establishment, a property that's being assessed 16 where it was being overassessed by about .113 acres. There 17 was kind of, as I understand it, a little piece that was in 18 the middle of the parcel that was conveyed back to the 19 district, again, I believe back in 2005 and so Dr. Sosa had 20 brought that up as a concern, we looked into it, you know, 21 kind of verified the information that there is this -- this, 22 you know, carve out, for lack of a better word, that was 23 conveyed over to the district and so I believe that is, you 24 know, probably what the question was on and so the 25 assessment for that parcel, as well as other commercial

Page 66 1 owners that are in that same area, have been adjusted for 2 the budget. 3 So the -- there is actually a reduction on the 4 assessment for those particular parcels that were affected. 5 That's nearly 20,000 foot, but again, I didn't know if Dr. 6 Sosa had any specific questions. I'm happy to try and 7 answer what I can. You know, just the caveat is the one 8 thing -- and I'll probably, you know, obviously talk to 9 Robert about this is to figure out -- just to confirm when 10 the conveyance was done. 11 MR. SOSA: I do have a few comments. 12 MS. DILLEY: Okay. 13 MR. SOSA: So thank you, first of all, for -- and 14 I'm here with Michael LaPella as well. 15 MR. LaPELLA: Yeah, I'm also a business owner, 16 Michael LaPella. I have the Allstate Insurance Agency. 17 We've both been building owners for the last 20 years from 18 day one, so that was after the 2005, so this thing -- this 19 mistake was after we -- it was before we moved in, actually, 20 that he's referring to. 21 CHAIRMAN LEWIS: Can I have you spell your name, if 22 you don't mind, for the record? 23 MR. LaPELLA: L-a-P-e-l-l-a. 24 THE COURT REPORTER: Thank you, Matt. Got it. 25 MR. SOSA: So my -- a couple of different	Page 68 1 correct? 2 MR. MENDENHALL: So -- so I don't know about the 20 3 acres aspect. So just to -- just to be clear and I don't -- 4 I don't write assessment methodologies, but the way I 5 understand the assessment methodology, how it was written 6 for Westchase, which a company called Fish Kind had put that 7 together when the district was being -- being formed and 8 they also did some additional assessment work a couple of 9 times, actually, over the years; but the way that it works 10 is, you know, parcels, commercial parcels, are assessed 11 based both on the property aspect, which is vertical 12 structures, buildings, parking lots, that sort of stuff, as 13 well as any common areas within it. 14 Now, the unique circumstance that you have, which 15 --which isn't 20 acres -- is there was a parcel that was 16 conveyed over to the CDD in 2005. You know, I don't know 17 exactly if it contains trees or whatnot. I know it's not 20 18 acres, but I -- 19 MR. SOSA: No, no, no, so -- let me interrupt you. 20 So it's -- it's .96 acres, it's less than one acre, but what 21 I'm saying is is we're paying that one acre at 22 X. That's 22 why I'm saying theoretically, we've been paying for 20 acres 23 of -- of property that we do not own. 24 MR. LaPELLA: Over 20 years. 25 MR. SOSA: Does -- does that make sense?
Page 67 1 questions. When you're talking about the .113, you're 2 talking about just my -- my portion -- right -- because in 3 all, it's over an acre. Is that correct? 4 MR. MENDENHALL: Yes, that's correct. I was only 5 being very specific just because I knew you were -- you were 6 there, so I wanted to make sure that I spoke to -- to 7 something that was directly associated with yourself. You 8 basically -- as I understand it, your parcel had gone from 9 point -- because it was changed -- had gone from .387 to 10 .274, so that was just going over yours specifically. I 11 think I have a total list here and it looks like the total 12 variance was .96. If you were to take, in aggregate, the 13 different parcels that are located with -- or the different 14 properties located within that parcel were affected. 15 MR. SOSA: Correct, so a couple of questions 16 because I understand from the methodology -- and thank you 17 for all the information that you guys sent me. The 18 methodology that you sent me in 2007 was that commercial 19 pays 22 times what a single-family home should pay, but my 20 question was should that not only be the business? So if we 21 pay into the trees, so I know there was a discrepancy where 22 we've been -- all these years have been paying for an extra 23 .96 acres, but shouldn't we be paying that at one X instead 24 of 22 X because for all these years, we've basically been 25 paying for 20 acres of trees that we do not own. Is that	Page 69 1 MR. MENDENHALL: So I understand what you're 2 saying, you know, from a math perspective, but I would have 3 to dig specifically into the assessment methodology just to 4 -- so if you're saying that it's 20 times what a resident 5 pays, that's, you know, based on the methodology itself and 6 not necessarily that, you know, it's -- it's woods 7 particularly or anything like that. But I understand the 8 point you're making, I just don't know that the methodology 9 necessarily supports that aspect of it. 10 MR. SOSA: Okay. 11 MR. MENDENHALL: I do think that, you know, from 12 what you're saying that -- you know, that one acre, that is 13 -- that is correct. I mean, that's an amount and that's why 14 there's a particular reduction that's spread across these 15 different properties. 16 MR. SOSA: And -- 17 MR. MENDENHALL: But I certainly understand your 18 point. 19 MR. SOSA: No, and I understand. I'm not trying to 20 -- like I said, I want to give back to this community. I'm 21 not trying to be, you know, picky or ruffle feathers like I 22 was saying, but there's some other things. So for 23 example -- and thank you Elizabeth Moore for her sending me 24 this information so when she -- when we looked at it, I 25 guess most of the buildings were paying about a thousand

Page 70 1 dollars extra per year. For some reason, I'm paying \$2,500 2 extra, even though we don't have direct access to 3 Countryway, so that was one question that I did not fully 4 understand, but will any of this overpayment be paid back to 5 us? 6 MR. LaPELLA: Excuse me for a moment. Heather, 7 what is his -- who is -- who is that on -- 8 MS. DILLEY: This is Andy Mendenhall. He is my 9 direct boss and he was the DM for Westchase for almost 15 10 plus years -- 11 MR. LaPELLA: Okay. 12 MS. DILLEY: -- so that's why I have him on the 13 line. He's just much more fluent with the topic. 14 MR. WIMSATT: He has a lot of historical knowledge. 15 MR. LaPELLA: Perfect. Thank you. 16 MR. MENDENHALL: Yeah, a little bit of the 17 knowledge related to the methodology and obviously, some of 18 the history. It sounds like this particular conveyance 19 might've happened just slightly before my time, but still -- 20 still familiar. 21 So -- so the question that you asked about, you 22 know, having some sort of reflection with the previous 23 assessment, that's something that the board would probably 24 discuss and have to have a conversation. Number one, the 25 first thing is we have to confirm when the actual conveyance	Page 72 1 pertained to the methodology. That methodology from 2005 is 2 outdated. We pay the same price as Publix does and so if 3 you think about why we -- a commercial property in Westchase 4 pays more, it's because what we do to the streets, what -- 5 our traffic in our center, what damage we cause compared to 6 a regular resident, regular person's house. In our 7 professional office parks, we don't have traffic. We're not 8 Publix, we're not McDonald's. We pay the same rate as 9 Publix and McDonald's does in that shopping center and those 10 types of shopping centers; retail shopping centers. That 11 was the methodology that was used back in 2005. Most new 12 CDDs now that have -- I think there was a new methodology 13 after 2015 that break retail and -- and business offices 14 into separate categories and they charge them a totally 15 different rate, so it's really been the gross amount that 16 we've paid. We really -- we've been really great for the 17 community. We've helped this whole thing be established by 18 overages. Think about that, 450,000 over the cost of 20 19 years, so that's what we're trying to find out, if there's 20 any way that some of that could be looked at, if a new 21 methodology could even be put together. 22 I know it's very costly doing methodology, but -- 23 but it's 20 years already and things have changed quite a 24 bit. 25 CHAIRMAN LEWIS: So -- so I mean, this was a little
Page 71 1 occurred because like I'm saying 2005, but we would want to 2 just confirm that first and then secondarily, they would 3 have to -- I don't know what the precedent is for something 4 like this as far as, you know, any sort of reimbursement or 5 if there's some limitation on it or anything like that, but 6 that's something that the board would probably discuss with 7 district counsel, that sort of stuff, just to find out, you 8 know, how to approach this. 9 MR. LaPELLA: You keep mentioning 2005. All these 10 building were built after 2006, so it's basically for 20 11 years that every building had been -- the buildings weren't 12 there beforehand, so all that assessments you're talking 13 about is with land before the buildings were even there. 14 You know, basically, when you think about it, all 15 these buildings -- 18 buildings that are in there and 16 they're not really big buildings. Most of them are small 17 and have everybody's house here. They've paid about 1.8 18 million dollars in CDD dues over the 20 years. That's what 19 happens when you own a building, I got that, but the sad 20 part about it is now we found out about 450,000 of it was 21 billed to us that should never have been billed to us. 22 That's about 450,000 in overage of land at that we've never 23 owned, that wasn't part of our property. 24 So that's what we're talking about. It's 25 significant money and then there's other issues that	Page 73 1 bit of a surprise to me to hear this, but can we -- can we 2 have you guys working in the background on the next week or 3 so to -- 4 MS. McCORMICK: Yeah, I think there is two 5 different issues. I did not know about this before tonight, 6 either, but -- I mean, one issue is would there be any 7 mechanism to address if there was an overpayment of 8 assessments over the past 20 years? Would there -- would 9 there be a mechanism for the CDD to be able to address that 10 issue now, 20 years after the fact and I don't know the 11 answer to that. I have not dealt with this issue before. 12 CHAIRMAN LEWIS: Hold on, Erin. 13 MR. WIMSATT: No, no, let Erin finish. 14 MS. McCORMICK: Okay. So that's the initial issue 15 it sounds like. 16 MR. SOSA: So what's your question? 17 MR. WIMSATT: Let her finish real quick. 18 MS. McCORMICK: And I think the second issue that 19 is being brought up -- and this would be more of, you know, 20 just a board decision as to whether or not you wanted to 21 consider doing a redo or an update of that assessment 22 methodology. It's not -- I mean, it's not uncommon for CDDs 23 to do an initial assessment methodology and then to use that 24 and not go back and revise it, so that's not -- that's not 25 something that is different for this district, but -- I

Page 74 1 mean, if you wanted to hire an assessment methodology 2 consultant to prepare a new assessment or to take an initial 3 look at that, that's something that you could undertake. 4 CHAIRMAN LEWIS: Yeah, we can talk about that. I 5 mean, to me, the first order would be to get, you know, a 6 resolution to these guys and to understand what the 7 magnitude is. I -- I'm not trying to say your numbers are 8 not right. I just want to verify that number, if it truly 9 is \$450,000 and -- 10 MR. SOSA: I don't -- I don't know correct -- 11 MR. LaPELLA: Those numbers were broad. 12 CHAIRMAN LEWIS: Well, either way, I would like our 13 staff to understand and -- and come down to get -- honestly, 14 for all 18, I think you said -- 15 MR. WIMSATT: A hundred percent. 16 CHAIRMAN LEWIS: -- what they are and what the 17 overages were and then I'll -- part two, move to look at how 18 can we -- can we reimburse? Is there a mechanism to -- 19 MR. LaPELLA: And I'll tell you another -- one more 20 thing, too, that I really want to take up for Mike here 21 because he's being really modest about this. It's the 22 weirdest thing. His building is right opposite mine, right 23 opposite mine. They were built the same exact time. His 24 building is 2,500 square foot. My building is 2,500 square 25 foot. They are exactly the same.	Page 76 1 agreements with Fisherman at the time -- 2 MR. BARRETT: Fish Kind. 3 MR. WIMSATT: What is it? Fish Kind, sorry. 4 MS. McCORMICK: Yeah. 5 MR. WIMSATT: Regardless, what -- what unification 6 language might be in those agreements, what liability they 7 might have for performing an assessment and providing us 8 with an assessment that was erroneous and included land that 9 we -- 10 MS. McCORMICK: Yeah, are they still around? Do 11 you know, Andy, if Fish Kind and Associates is still -- 12 MR. MENDENHALL: Yeah, I mean, I know -- I don't 13 know if -- as an assessment organization -- if they still 14 are. I think that there's some inclination of them, you 15 know, the previous folks, but we can find out. 16 MR. WIMSATT: But they might have a -- there might 17 be some sort of policy that covers this out there. It was a 18 long time ago, but -- 19 MS. McCORMICK: And also, I would imagine that some 20 of those 18 owners are not the same people now as it -- 21 MR. LaPELLA: 80 percent of them have probably 22 switched over. We're probably some of the only originals. 23 MS. McCORMICK: Right, so we may be talking about 24 property owners that no longer are there. 25 MR. WIMSATT: Understood, I'm just saying that we
Page 75 1 For whatever reason, Mike's been paying \$1,000 more 2 a year than mine and he's not even being -- I would be livid 3 about this issue because they are twins, the buildings are 4 twins. So all the other buildings in that complex that are 5 2,500 square foot are paying what I pay, but for whatever 6 reason, he's paying \$1,000 more almost every year. I don't 7 know why and I brought that up to -- what is her name, the 8 lady that -- 9 MR. SOSA: Elizabeth. 10 MR. LaPELLA: Yeah, Elizabeth, that she -- 11 MR. MENDENHALL: Probably Elizabeth. 12 MR. LaPELLA: Yeah, Elizabeth didn't really have an 13 answer for me on that one. She sort of blew passed that. I 14 kept bringing it back to her and I said, "I have no skin in 15 the game on that one." This was about Mike, I'm basically 16 sticking up for Mike because I'd go crazy. Why would I be 17 paying \$1,000 more for the same exact building built the 18 same exact time? We just never like watched each other's 19 business. I never looked at tax records to see what he's 20 paying, I'm paying, but then he just brings this to my 21 attention and I'm like, "Mike, I don't pay anywhere near 22 that," and then we looked at it and we saw this discrepancy. 23 MR. WIMSATT: Well, I think that's going to be 24 looked into, but Erin, I think the third issue that we 25 really need to look at is also, you know, what were our	Page 77 1 need to look at if there's any -- any sort of policy that we 2 can look towards -- 3 MS. McCORMICK: Right. 4 MR. WIMSATT: -- even if the it's the air 5 admissions policy or director of liability. I don't know, 6 whatever we have, if there is a potential policy that might 7 provide something because it doesn't seem -- I mean, if it 8 was the assess -- you know, if we were provided with an 9 incorrect assessment, I mean, it might be just be a 10 situation that it was 20 years ago and there's nothing we 11 can do about it at this point, but -- 12 MS. McCORMICK: I mean, we are going to be limited 13 as -- 14 MR. WIMSATT: Oh, no, a hundred percent. 15 MS. McCORMICK: -- to the public entity. 16 MR. WIMSATT: Yeah, yeah, but we should at least 17 try to look into it. 18 MR. BARRETT: So if I could follow up, I would also 19 like -- because what Mr. LaPella is saying, his description 20 of the methodology is not how it's been described to me 21 previously, which I was told that individual parcels are 22 also kind of affected by ride shares. 23 CHAIRMAN LEWIS: Trips, I think. 24 MR. BARRETT: Yeah, right, trips. So I would like 25 someone to kind of come in here and look at Westchase's

Page 78 1 methodology and explain it to the board so we don't look 2 like fools because I have been saying to Dr. Sosa -- 3 MR. SOSA: Michael is fine, please. 4 MR. BARRETT: Michael, I've been saying to Michael 5 that the part of this is the size of the plot, which is 6 obviously an error here, but also -- part of this is also 7 the ride count. So if I've been giving erroneous 8 information to you, it's based on what I've been told. I 9 apologize, but I would like someone to look at the 10 methodology so that it can be explained to the board so we 11 understand how it's been doing so we can think make a 12 judgment about whether or not we want to update it. 13 MR. LaPELLA: Chris, I would say for us what's 14 hopping over everyone's head right here is that the public 15 shopping center does about a hundred times ride counts than 16 a -- 17 MR. BARRETT: Oh, no, no, I -- I -- 18 MR. LaPELLA: Easily. 19 MR. BARRETT: I don't doubt that, but also, I think 20 it's -- as it was explained to me -- and I guess it's not 21 relevant now, but from my understanding, the ride count is 22 supposed to be based upon the property owner's former 23 business and so my assumption is because it's based on a 24 federal document, that a chiropractor is going to have a 25 different ride count than a CPA versus a public shopping	Page 80 1 MR. BARRETT: Right. 2 MR. MENDENHALL: She can explain -- she can 3 explain, "Okay. Well, here is" -- this is -- there's a few 4 types of methodologies that are done. She can explain, 5 "Well, this is the style of methodology that was done and 6 here is" -- you know, kind of the principles behind it and 7 she can definitely explain that and I think explain it 8 pretty well. Again, you know, she's not going to be able to 9 sit there and say, "And here's why it should be this," or 10 whatever the case might be because, again, she didn't put it 11 together. 12 MR. WIMSATT: But could she also explain potential 13 alternatives? 14 MR. MENDENHALL: Yes, yes, she -- so basically, 15 she'll be able to speak about how other districts handle 16 assessment methodologies, other types that are done, other 17 ways things are looked at, so she should be able to -- I 18 mean, I'm speaking for her a little bit, but I've known 19 Elizabeth for a long time and she's very well versed in 20 this. 21 MR. WIMSATT: Yeah, and I figured that. That's 22 what I was asking, just wanted to make sure it was clear for 23 them. I think this is great workshop topic. I would ask 24 that it be added to a workshop and, you know, we give some 25 -- maybe the entire workshop to it. I don't know open
Page 79 1 center. That's how I was told in the past it's how it's 2 done. If it's not been done that way, I apologize, but I 3 would like to fully understand how it's done so I can 4 explain it. 5 MR. WIMSATT: Yeah, that's always been my 6 understanding, too, is that the reason why Dr. Sosa's might 7 be higher than the other businesses is just because that's 8 the -- that's just like the federal classification of 9 business that comes in. I don't know if that's -- 10 MR. LaPELLA: I've never heard that before and -- 11 MR. WIMSATT: But I think that could be and I think 12 that's why it would be helpful for us to know what we're 13 talking about because the assessment is something that's a 14 little bit -- honestly, it's a bit of a black box to all of 15 us, too. We don't quite -- I don't -- I can say personally, 16 I don't fully understand the methodology, so a presentation 17 for us would be very helpful for -- 18 MR. MENDENHALL: So just as a -- just as a 19 suggestion, we could have Elizabeth attend a meeting, 20 explain, you know, how the assessment is set up, the 21 rationale. Now, I just want to make a clear delineation: I 22 don't know that -- Elizabeth is not going to be able to 23 justify the things that we might disagree with or we think 24 doesn't make sense and I'm saying residents, board members 25 or otherwise because she did not put it together.	Page 81 1 times, but I think that, you know, an hour devoted to this 2 topic can be very beneficial for my own knowledge as a board 3 member. I know we have a new board member. We have 4 elections coming up, so we might not have the same board 5 members, but -- 6 MS. McCORMICK: Yeah, and if you'd like me to 7 either attend by phone or -- 8 MR. WIMSATT: Yeah, yeah. 9 MS. McCORMICK: -- be there, you know, I think it 10 would be helpful. 11 MR. LaPELLA: Just for everybody's information 12 here, what really brought this to our attention is for years 13 -- I would say from the first year, we were always paying 14 somewhere around \$4,000 per building. Mike might've been 15 paying \$5,000, but we were all paying about 4,000 every year 16 up to about three years ago. Three years ago, it jumped and 17 -- and I never paid attention to it. You told me, started 18 trouble, but anyway, it went from 4,000 to 7,500. Now, it's 19 went to 8,500 all in the last three years. So it was like, 20 wow, where did that come from? So that's what really got 21 everything rattled. 22 MR. BARRETT: But our contracts have really gone up 23 significantly. 24 MR. LaPELLA: Yeah, we also had those storms, but I 25 think Westchase had some damage, that's what I was told.

Page 82 1 Also, might have had something to do with those hurricanes, 2 I don't know, but it was a big jump up and we know things 3 don't usually go down once they go up. 4 CHAIRMAN LEWIS: We did have an extended period of 5 time -- because when we increased it a couple of years ago, 6 it was the first increase that we've had -- I want to say it 7 was over a decade. 8 MR. WIMSATT: As you were saying, it was at 4,500 9 forever and ever and ever and then it went up and it was -- 10 MR. LaPELLA: It seemed forever. 3,800 to 4,500 -- 11 MR. WIMSATT: (Inaudible.) 12 MR. LaPELLA: -- we noticed that, but then it was 13 4,000, 4,500, 7,500, it's like wow, that's -- 14 MR. WIMSATT: And three years ago is when inflation 15 hit, the entire economy and everything jumped up and so I'd 16 imagine that it's related to kind of our overall expenses 17 went up a lot, so a lot of the -- I remember a lot of the 18 commercial assessments went up that year and we all kind of 19 -- like our eyes kind of popped out and we were like -- 20 MR. LaPELLA: I think the house now in Westchase, 21 the house probably went up from 700 to 950, 700 to a 22 thousand. We go from 35 -- we go from 4,000 to 7,500 23 because they are using those multipliers that are so big. 24 MR. BARRETT: Yeah, I -- I think, though, keep in 25 mind, the rationale that's been explained to me in the past	Page 84 1 MR. LaPELLA: You've answered this before. 2 MR. WIMSATT: We answer this question a lot. 3 MR. LaPELLA: And -- and wet everybody's cars. 4 CHAIRMAN LEWIS: So -- and I've talked to David 5 about this a lot in the past six months. It's a big 6 property. 7 MR. LaPELLA: Yeah. 8 CHAIRMAN LEWIS: People don't want to get hit while 9 they are walking in the middle of the day or -- 10 MR. LaPELLA: Right. 11 CHAIRMAN LEWIS: -- in the afternoon, early 12 evening, even though we've had some of that. It's a big 13 property and we have a lot of zones and -- 14 MR. LaPELLA: There's too many zones to do it from 15 midnight to -- to 5:00 in the morning? 16 CHAIRMAN LEWIS: And -- and they don't have the 17 capacity to do that. We have a lot of places to hit and we 18 have a lot of nice grass that looks nice, so 19 unfortunately -- 20 MR. LaPELLA: I get it. 21 CHAIRMAN LEWIS: -- you know, and Reggie's -- 22 Reggie's a supervisor, he's on the line, he has a nice car 23 and -- 24 MR. LaPELLA: Convertible, he's -- (inaudible.) 25 MR. WIMSATT: (Inaudible.)
Page 83 1 is that you obviously want to do business in Westchase 2 because it makes you guys look good as well, so there's a 3 price premium for having your business in Westchase and 4 having to drive through this beautiful community and so 5 that's the rationale. Like, all right, we're going to have 6 -- that's the rationale behind having the commercial 7 assessments being higher than a residential assessment. 8 MR. LaPELLA: You probably know this already and it 9 -- it goes for residents, too, as soon as you cross over 10 Countryway, right down the block here -- right -- those 11 offices there, they are not part of the CDD. So -- 12 MR. BARRETT: Right, they are a lot cheaper. 13 MR. LaPELLA: -- so they -- they don't pay 14 anything, but -- in that area, I'm just curious on this one, 15 does that area look a whole bunch different than this area? 16 I have never seen it. All these years I've been here, I've 17 been trying to drive through and say, "What is different 18 about what this looks like and what it looks like on the 19 other side of Countryway and I don't see any difference. 20 And one other question. And I know this is totally 21 off the record, but just because I'm in front of you guys, 22 just a pet peeve, when I drive through Westchase at night -- 23 I'm sure you guys have been asked this a million times -- 24 why is the sprinkler system on so early? 25 MR. WIMSATT: Because -- go ahead.	Page 85 1 CHAIRMAN LEWIS: He's -- he's complained about it 2 as well and so you're not alone. It's just -- David, I 3 think and Red Tree try to balance as best they can, so -- 4 you know, if there's some improvements we can make, we're 5 all ears, but -- 6 MR. LaPELLA: Right. 7 MR. WIMSATT: Right now, with the age of the system 8 and the size of the system, there is not much else we can do 9 in terms of just the amount of time it takes the water to 10 get this area. There's -- you know, there's a chance that 11 we'll be upgrading the system in the next few years. It's 12 one of our potential long term projects, but it's also -- I 13 think when we got the numbers for it last time, our eyes all 14 popped and I think it's just gotten even more expensive. 15 So -- you know, David and the team have been doing 16 a really good job and they've replaced all the timers 17 because before, the timers weren't even working and they 18 were having to get -- you know, the timer even works in the 19 yard they are now so far as going on and going off, so you 20 at least have it on consistent timers and they've been 21 working hard to do a lot with what we have and what is over 22 20 years old. You know, if you have a -- if you have a 23 system in your house, I'm sure you know 20 years is a long 24 time for these things to be going. So -- 25 MR. LaPELLA: Well, I just want to thank you guys

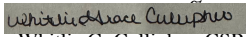
Page 86 1 for taking the time to listen to us, listen to the concerns. 2 MR. WIMSATT: Absolutely. 3 MR. LaPELLA: It definitely sounds like you guys 4 are interested in helping us a little bit and putting a 5 workshop together to take a look at these issues and stuff. 6 CHAIRMAN LEWIS: Is there anymore questions related 7 to specifically what you guys came in about? 8 MR. SOSA: No, I guess, if we're going to look into 9 this, I guess it doesn't all have to be said tonight and I'm 10 just glad now -- 11 MR. WIMSATT: Yeah, absolutely. 12 MR. SOSA: -- that something is going to be looked 13 at, you know? 14 MR. LaPELLA: What else -- did we miss something? 15 MR. SOSA: No, I was talking about the 2016, but 16 that's -- we can always talk about that when -- 17 MR. WIMSATT: We can have a full discussion and 18 figure out what happened and figure out what -- 19 MR. LaPELLA: We believe there's some documentation 20 out there, possibility from 2016, that actually verified 21 that the board was aware of this issue in 2016 and no action 22 was taken. Am I saying that right, Mike? 23 MR. SOSA: Well, I'll let you guys -- because you 24 guys are the ones that sent the information to me, so I 25 don't want to say the wrong --	Page 88 1 I can't remember. 2 MS. DILLEY: Not yet. 3 CHAIRMAN LEWIS: Okay. 4 MS. DILLEY: No, no, those were just -- just 5 topics. 6 MR. SOSA: So my only question is so should -- are 7 we supposed to come to one of these work -- what am I 8 supposed to do? 9 MR. WIMSATT: We'll get it scheduled and let you 10 know when it is. I don't know when it's going to be yet. 11 CHAIRMAN LEWIS: I -- 12 MS. DILLEY: Yeah. 13 CHAIRMAN LEWIS: -- I'm -- towards the end of this 14 meeting, I was going to talk about when our next one would 15 be. I'm not sure -- we've been doing one about every month, 16 but I don't know if we -- I'll talk about it in just a 17 second if you want to hang tight and we'll go from there. 18 So anybody else in -- actually, I'll start with 19 this first row, with Christina? 20 UNKNOWN SPEAKER: Yeah, so I have a question for 21 David. So if Matt Rice brings this up to the HOA about 22 changing the -- the lockboxes -- 23 MR. SYLVANOWICZ: Sure. 24 UNKNOWN SPEAKER: -- and the HOA turns it down, 25 what happens then? Does that mean the CDD is going to force
Page 87 1 CHAIRMAN LEWIS: Okay. We'll -- 2 MR. SOSA: Because the information that you look 3 at, the board did higher -- that's when the board hired 4 someone to evaluate the two parcels. That's -- I guess it 5 was a meeting. You guys wanted to evaluate the size of 235 6 and 240 and that's when you guys like apparently -- that's 7 when it was like, "Oh yes, this is not correct." 8 CHAIRMAN LEWIS: Okay. So maybe make a note of 9 that. 10 MR. SOSA: But we never -- 11 MR. LaPELLA: We never were told about it, we had 12 no idea and we're just finding out about it now. 13 MR. BARRETT: So just so you know, there is no one 14 currently on this board that -- 15 MR. LaPELLA: Right, I'm -- I'm not blaming anybody 16 else. 17 MR. BARRETT: -- served on that board in 2016. 18 MR. LaPELLA: Where's Greg Chesney? Where's Greg 19 Chesney? 20 MR. WIMSATT: He's Greg Chesney. No, just resigned 21 and we have our new board member. 22 CHAIRMAN LEWIS: All right. So let's -- if you 23 guys are all finished, thank you for coming in and talking 24 about that. 25 Heather, did you already go through every row or --	Page 89 1 Stonebridge to pay for it? 2 MR. SYLVANOWICZ: I wouldn't think anything would 3 be forced, but -- 4 UNKNOWN SPEAKER: Well, because it sounds like you 5 want to replace the systems no matter what. Right? So we 6 have to pay for it, so that's why I'm asking. 7 MR. SYLVANOWICZ: Well, I guess if the community 8 opted against it, then it would just stay on the -- 9 UNKNOWN SPEAKER: Old system. 10 MR. SYLVANOWICZ: -- old system. Mm-hmm. 11 UNKNOWN SPEAKER: Okay. Because I know Woodbridge 12 had that screen put in that you're talking about and they 13 have nothing but problems with it. 14 MR. SYLVANOWICZ: Yeah, I don't know what system 15 that is. 16 UNKNOWN SPEAKER: The sun shines on it, you can't 17 see it. Yeah. 18 MR. WIMSATT: I'd imagine if that happened, that 19 they would keep the same system in place until it just 20 becomes -- like what happens a lot of times is that these 21 systems become unmaintainable because either the support for 22 them has discontinued or the company who is providing 23 support doesn't do it anymore, they don't provide parts. I 24 mean, a lot of times, we have to get parts from second, 25 thirdhand companies, so that will probably be -- if it does

Page 90 1 get to a -- there will eventually be a forced change, but if 2 it's a forced change, it's going to be because it doesn't 3 work anymore and we don't have any options. 4 That -- that would be my -- I wouldn't vote to 5 force you all to change your system if you don't want -- if 6 you're saying you don't want to change it, unless it wasn't 7 working anymore. 8 MR. SYLVANOWICZ: To put it that way, when 9 something gets older, you can't get the parts as much, so 10 then -- then what you're -- I'm trying to be proactive and 11 not be in the situation where we're buying used parts, which 12 is what we were doing for finding refurbished parts, which 13 is what we were doing with our irrigation clocks a few years 14 ago, so we don't have that problem anymore. 15 So when you look at that system, it's supported 16 now, but in many ways, it can be so much easier and better 17 for the community there. The -- and I don't think the 18 month-to-month cost, I think it goes down where -- where the 19 cost is in the actual installation and the purchase of 20 the product and whatever else that comes with. 21 UNKNOWN SPEAKER: Okay. 22 MR. BARRETT: Yeah, and it -- it's also a balance. 23 So like if it's going to cost for you guys to maintain it 24 keeping the old system than it would be to replace and adopt 25 a new one, then that -- we're going to go to you and say,	Page 92 1 CHAIRMAN LEWIS: And maybe the school board. 2 UNKNOWN SPEAKER: Well, I couldn't get a contact 3 from you that I could call about that issue? 4 MR. SYLVANOWICZ: Say it again? 5 UNKNOWN SPEAKER: A contact name? I just call 6 customer service? 7 MR. SYLVANOWICZ: Correct. 8 MR. WIMSATT: The more individual -- tell them more 9 -- not complaints, but reports you give on the same issue 10 seems to speed it up. 11 CHAIRMAN LEWIS: The main -- the Hillsborough 12 County website might, but I -- I'm guessing it's probably 13 the school board website or -- not website, school board 14 property, so you may want to start with either one to try. 15 UNKNOWN SPEAKER: All right. Well, you voted on 16 for the county and -- you know, I didn't know who took care 17 of it. It's just leaking so badly. If you looked at the 18 video, you can see it's just running out like really fast. 19 MR. SYLVANOWICZ: So I would imagine that they've 20 -- from what I did when I recorded that last weekend, that 21 they sent out a tech to look at it. It gets them on their 22 radar and then they send it whoever. It may take some time 23 for them to fix it. 24 UNKNOWN SPEAKER: Yeah, thank you. 25 CHAIRMAN LEWIS: Karen, did you have your hand
Page 91 1 "This doesn't make financial sense to maintain this any 2 longer." So -- 3 MR. WIMSATT: That's what -- yeah. 4 MR. SYLVANOWICZ: I don't make the policy, these 5 guys do. 6 MR. WIMSATT: That's why I was saying -- and I only 7 speak for myself, I want that to be clear, but like that's 8 my kind of view of it. 9 UNKNOWN SPEAKER: Just one other question I had was 10 about the pipes outside of Davidson High School. I took a 11 picture and they are leaking really bad in front of Davidson 12 High and I sent it to Sheila -- 13 MR. SYLVANOWICZ: Sherida. 14 UNKNOWN SPEAKER: Yes. 15 MR. SYLVANOWICZ: Which then I followed it's the 16 county. 17 UNKNOWN SPEAKER: To the county. 18 MR. SYLVANOWICZ: Yes. 19 UNKNOWN SPEAKER: So is there someone I can follow 20 up with in the county to see if -- 21 MR. SYLVANOWICZ: You can always call customer 22 service as a county resident. 23 CHAIRMAN LEWIS: That might be -- 24 MR. SYLVANOWICZ: That's county property and that's 25 -- it's on school property, so it's county involved.	Page 93 1 raised or -- 2 MS. RING: Me? No. I don't. 3 CHAIRMAN LEWIS: Oh, okay. Maybe it was in the 4 back row. Well, I don't know, I -- when I asked if there 5 was anybody in the front row, I thought your hand went up, 6 so I -- I'm sorry. 7 All right. We'll go to the back row. Janie, I'll 8 start with you. 9 MS. STONE: I just have a question. I know you all 10 have cleaned out four sumps and pond 120 is a sump, do you 11 all have a list of all the sumps? Are you checking them 12 regularly? Are there more? Like -- you can find them on 13 the maps and on the original plans. 14 MR. BARRETT: So I would say that our previous team 15 probably would check on things like sumps and their 16 functionality before big storms. I would say this current 17 team has put together a system where they're going to -- 18 they're going in more systematically, but they're building 19 that system currently. So I think that we're in the process 20 of kind of creating that plan that you're hinting we should 21 have because I agree with you; we should have that plan. 22 CHAIRMAN LEWIS: Well, I think -- to add on to 23 that, I think since Hurricane Milton, maybe not Helene so 24 much, but I think there's been a push, obviously, to make 25 sure that things are cleared out and --

Page 94 1 MR. BARRETT: Of course. 2 MR. SYLVANOWICZ: We've been working and, you know, 3 BDI has -- we're working at increasing -- well, potentially 4 putting in front of you them to do the work to add a layer 5 to our map so that I have -- or it's readily available -- 6 all the different structures on the ponds and the wetlands 7 and -- 8 CHAIRMAN LEWIS: Oh, nice. 9 MR. SYLVANOWICZ: -- there's a lot of hidden and 10 kind of forgotten areas -- and obviously Robert -- and all 11 these ponds need to be recertified every five years and 12 we're -- we're actually moving ahead. I've talked to Robert 13 and Stephen and Kirk and we have a little bit of a lull 14 where we don't have a lot coming up, but we're going to look 15 ahead and just keep going at the same -- you know, almost 16 skip ahead a year to make sure that we're ahead of it. 17 CHAIRMAN LEWIS: Okay, great. Did you have another 18 -- 19 MS. STONE: Yes, I notice that you put a button on 20 the website for reports and stuff. I thought that was good. 21 MS. DILLEY: Thank you. Yep. Work orders. Just 22 makes life a little easier for the residents and for Sherida 23 and David, so thank you. 24 CHAIRMAN LEWIS: All right. 25 Barry?	Page 96 1 percentage, but then it was a remarkable Cambistat and -- 2 MR. ANDERSON: Absolutely. 3 MR. SYLVANOWICZ: -- and a remarkable structural 4 pruning and then it only went up a little bit if you did 5 both. So kind of picking and choosing -- 6 MR. ANDERSON: No, no, no, I do -- I'm not 7 disagreeing with you at all. 8 MR. SYLVANOWICZ: Just with his guidance and from 9 what we know about the property, my thought is to structural 10 prune places that we need to lift the canopy in Cambistat 11 areas that we've touched in the last year or two. 12 MR. ANDERSON: Okay. 13 CHAIRMAN LEWIS: Well, and especially since these 14 sidewalks were recently done. 15 Marlon, you had a question, too? 16 MR. SANTOS: Yeah, looking at the -- from the 17 website, the CDD website about the board of supervisors, I'm 18 looking at the expiration dates of each seat and they don't 19 seem to make sense to me here. Like for one and two, it 20 makes sense they expire in 2026, but for example, Reggie is 21 2028. For you, it's 2028. 22 MR. BARRETT: The other three should -- 23 MR. SANTOS: So there was no election this year, 24 yeah, so isn't that two-year term? 25 CHAIRMAN LEWIS: Four years.
Page 95 1 MR. ANDERSON: The going forward protocol for tree 2 management will be structural pruning and Cambistat or just 3 one or the other? 4 MR. BARRETT: We're looking at pricing. 5 MR. ANDERSON: Oh, okay. So we're not committed to 6 doing -- 7 MR. BARRETT: We went to see how much it knocks us 8 off our chairs and then we'll decide. 9 MR. ANDERSON: Okay. So we're not going to get 10 structural pruning in the Shires, but we are going to be the 11 first to go on the Cambistat and -- 12 MR. BARRETT: No, I -- 13 MR. SYLVANOWICZ: We're looking into it. 14 MR. BARRETT: We're looking at both. Right? 15 MR. SYLVANOWICZ: Well, we -- we did the canopy 16 prune last September and I proposed -- I talked with Mark 17 about it and he's like, "Well, let's put together a proposal 18 to do the Cambistat to see what that does," because -- 19 MR. ANDERSON: Right, so what was done was not 20 structural pruning. Right? And I -- 21 MR. SYLVANOWICZ: Yeah, his data -- 22 MR. ANDERSON: -- I'm not trying -- I'm not trying 23 to split hairs here, but -- 24 MR. SYLVANOWICZ: His data, if you remember, it was 25 like -- it did nothing that was, you know, a certain	Page 97 1 MR. BARRETT: Four years. 2 MR. SANTOS: Oh, is it four years? 3 CHAIRMAN LEWIS: You can also go on the Supervisor 4 of Election's website to see that. 5 MR. SANTOS: Yeah, I saw it there. It was only 6 seat one and two that are up for reelection. I thought it 7 was two years. I'm sorry. 8 CHAIRMAN LEWIS: That's all right. 9 MS. McCORMICK: And I was going to say, the 10 elections always go with the even years, so there's always 11 going to be elections every even year, so 2026, 2028, 2030. 12 CHAIRMAN LEWIS: Okay. 13 Matt? 14 MR. RYAN: Yeah, Matt Ryan. Was over on Lightner 15 Bridge, just with pond 43 going around and I've heard more 16 about ponds this afternoon than I'm used to hearing. 17 CHAIRMAN LEWIS: We have, too, Matt. 18 MR. RYAN: Just something for you to get some 19 feedback, I've talked to David a couple of times and I think 20 they are doing a great job all around, but right now, 21 there's weeds growing out of the water, the wild grass is 22 going crazy and there's pond scum everywhere. I've lived 23 here for 20 years and twice before -- I had gotten reengaged 24 here and one time, it was so bad they actually cut 25 ten-by-ten foot cubes of grass, put a hook in it and had to

Page 98 1 walk it all the way back to Gretna Green and I don't think 2 it's there now, but I'm telling you, I can watch daily and 3 the wild grass just goes crazy and then there's blocks of 4 water and then the scum starts and then the weeds go, so I'd 5 ask the board's consideration of maybe at least telling us 6 what, if anything, you can or would be doing. 7 MR. BARRETT: Yeah, that was -- actually, that was 8 going to be one of my supervisor requests, that like -- that 9 pond -- I think we're talking about -- 10 MR. RYAN: The one that goes under Lightner Bridge. 11 MR. BARRETT: That -- that has never looked as bas 12 as it currently does, so -- 13 MR. RYAN: One time it did. 14 MR. BARRETT: Yeah, so I was going to ask that we 15 do something or get A & B Aquatics in gear to talk about 16 what we can do about it because it does look terrible. 17 MR. HIGH: I can -- I can comment on it and -- and 18 he can get my back here. So I mean, it's the drought 19 season, but we just started having rains. So what happens 20 is it fleshes off all those pesticides and fertilizers and 21 trash in there, so you get a lot of nutrients in it. So 22 it's low, it's concentrated and that gets the -- it makes 23 the grass grow. 24 MR. BARRETT: Yeah, this has -- this has been 25 persistent for more than just the most recent six weeks.	Page 100 1 have the -- it's either the Bulrush or the Spikerush and 2 that is what helps with erosion when the wind pushes 3 everything around. The algae is being treated probably 4 every other week in these ponds. We are getting some rain, 5 so much of the ponds look much better. 43 is on their radar 6 because it does get blown around and then it ends up over 7 here and then he chases it to the next end and then it's in 8 the Bridges, so -- and that's kind of -- not to make light 9 of it, but it is -- 'tis the season. When it gets warm and 10 we're not getting a lot of rain, the algae blooms. Everyone 11 calls and says it stinks behind their house, we know, he's 12 trying to keep above it and then once we get into the rainy 13 season, it all starts to knock it down. 14 MR. BARRETT: So this -- this goes beyond the 15 algae, though. This is like the growth of the aquatic plant 16 that maybe pokes out about an inch above the water and I 17 know that it's not all littoral shelf. Right? 18 So for example, the kids like to fish -- 19 MR. SYLVANOWICZ: Yep. 20 MR. BARRETT: -- right on Bridgeton Drive before 21 Seabridge Way. Right? That whole area there, the -- that 22 plant is like two to three times as much in surface area as 23 it was a year, a year and a half ago, so that's what has me 24 concerned. I don't know -- and again, I don't know if 25 that's a protected plant or not, which puts it out of our
Page 99 1 It's just gotten worse and worse and worse and there's a lot 2 of -- whatever the aquatic plant is, it's now it two to 3 three times of what it was last area. 4 MR. HIGH: Yeah, it's just low and getting fleshed 5 out and we don't have enough rain. 6 (Multiple speakers talking simultaneously.) 7 THE COURT REPORTER: Matt, I can't -- 8 CHAIRMAN LEWIS: Sorry. 9 MR. RYAN: I mean, they even had rubber boats in 10 there trying to stir it up and then it got to the point, 11 literally, where they came in with a saw and was hauling the 12 stuff all the way down to Gretna Green, so it -- it takes 13 over pretty quickly. I can -- I can tell you. 14 I appreciate just whatever you can do. If you 15 can't do it because of the money or whatever, just let us 16 know and we'd appreciate that. 17 MR. SYLVANOWICZ: Can I make a comment? 18 CHAIRMAN LEWIS: Sure. 19 MR. SYLVANOWICZ: I was back behind -- I wasn't 20 back behind his house, but I've been behind his house 21 before. I was actually at Milport today. So pond 43, the 22 center of pond 43 -- I can put it up on a picture -- but it 23 kind of has many lakes to it. That whole center is a 24 littoral shelf and it's coded that way in color. It's 25 shallow, it's supposed to have growth. It's supposed to	Page 101 1 ability to do anything about it, but if it is something 2 that's kind of an invasive that we can actually treat for 3 that, it's really looking bad. 4 MR. SYLVANOWICZ: In that area, there is two 5 different plants that do that and I -- I always joke with 6 Mark, who's the tech who's always on, that I can never keep 7 them straight, but the -- there's one that's very invasive 8 and that's not there. The second one is just a naturally 9 occurring weed that goes from the bottom and is part of 10 natural pond part and when we get low, it looks like the 11 weed that's going to invade the whole pond. So I brought 12 them to that -- you know, that Bridgeton, Seabridge area. I 13 brought that to his attention and I can certainly revisit 14 it. I can certainly revisit the -- the four corners of -- 15 or the main area of pond 43. 16 MR. BARRETT: Well, if you could just flag any 17 areas that you're particularly concerned about. 18 MR. RYAN: Well, I'm a -- I'm a alternate to an 19 alternate voting member who shared the pictures with us and 20 Pam has them and -- 21 MR. SYLVANOWICZ: Okay. 22 MR. RYAN: -- she can get them to you, but for -- 23 just for background, David, you know, eight out of ten 24 years, the environment notwithstanding, it's been beautiful 25 water everywhere.

Page 102 1 MR. SYLVANOWICZ: Mm-hmm. 2 MR. BARRETT: There's been a fundamental change 3 there. 4 MR. SYLVANOWICZ: Yeah, it's definitely in the 5 center. I definitely notice the algae. 6 MR. RYAN: But I really do appreciate your 7 consideration. 8 CHAIRMAN LEWIS: Thanks, Matt. 9 Okay. With that, no other comments or questions? 10 (No response.) 11 CHAIRMAN LEWIS: I'll start with supervisor 12 requests with Reggie, anything today? 13 MR. GILLIS: Thank you, I do not have anything. 14 Thanks. 15 CHAIRMAN LEWIS: Okay. Chris? 16 MR. HIGH: I do not have anything. 17 CHAIRMAN LEWIS: Okay. 18 MR. BARRETT: Just a personal request. Staff, I 19 know you are very busy. I know you've got a bunch of other 20 districts. Without calling anyone out, I would just ask 21 that like contracts, when staff is waiting for contracts, 22 that we make sure that they get the contracts so that work 23 can proceed and we're not basically taking months to do 24 something that we can do in two to three weeks. 25 So other than that, the two other items that I	Page 104 1 CHAIRMAN LEWIS: Yeah. 2 MS. DILLEY: -- into it, it might be. So I -- I 3 would prefer to put it on July, unless, Andy, do you think 4 that in two weeks, Liz may be to investigate this or should 5 we push it off to July, just to have all of the ducks in the 6 row? 7 MR. MENDENHALL: I would probably suggest July just 8 to have a little bit more time to check on it. I mean, 9 she's going to have to review any kind of methodology. I 10 mean, I know she's seen it, but with some of the questions 11 that might come up, I'd like to give her some time and also 12 confirming the conveyance date and those sort of things. 13 CHAIRMAN LEWIS: Yeah, I mean, I guess there's a 14 piece for Erin, too -- right -- to understand if there's a 15 statute of limitations. I don't know if that's the right 16 term, but -- 17 MS. McCORMICK: Right, right, but -- yeah, what 18 options would be available. 19 MS. DILLEY: We'll put that on the July agenda. 20 CHAIRMAN LEWIS: Okay. So then the other items 21 that I had for workshop was pond 125 for Robert and then 22 RFP, some information on sidewalks, which is the small park 23 and then if Arborist Aboard can get us some information, 24 David, for that. 25 So -- I mean, honestly, the pond 125 thing, I feel
Page 103 1 wanted to discuss have been discussed, so thank you. 2 CHAIRMAN LEWIS: All right. Jim? 3 MR. WIMSATT: Kind of tangentially related, but my 4 judicial campaign is in full swing and I have yard signs for 5 anybody. I know a lot of people can't put signs in their 6 yards, but if you're a business owner and want to put a sign 7 up, would love to give you one or even send me your address. 8 I'll put it up for you, I'll do all the work. They're just 9 normal sized small ones, but if you want a big four-by-eight 10 one, like if you want to really make an impression. 11 MS. COOK: Do you want to bring one to the office? 12 MR. WIMSATT: Yes, but -- so yeah, so just -- but 13 anyway, Jim for judge. Thank you. 14 MR. SYLVANOWICZ: I love it. 15 CHAIRMAN LEWIS: So I guess let me have a quick 16 discussion about workshops. So what is everyone's schedule 17 here for June and July? 18 MR. WIMSATT: June 16th is good. That's what we're 19 scheduled for. Right? 20 MR. SYLVANOWICZ: Right, that's the last 6:30 one 21 that we couldn't make a change, so -- 22 CHAIRMAN LEWIS: So I -- honestly, I mean, the big 23 -- do you -- is two weeks too high of an expectation -- 24 MS. DILLEY: For the assessments, for them to look 25 --	Page 105 1 like, has just dragged on. I'd like to try to have that 2 discussion in June, if you guys are okay with that -- 3 MR. WIMSATT: Yeah. 4 CHAIRMAN LEWIS: -- just so we can kind of -- 5 MR. BARRETT: Let's get this thing done. 6 MS. DILLEY: The Arborist -- I'm sorry, for the -- 7 CHAIRMAN LEWIS: Pond 125 from Robert, discussion 8 of alternative -- 9 MS. DILLEY: Mm-hmm. And then -- okay. 10 CHAIRMAN LEWIS: And then I had RFP information, 11 pricing for sidewalks, that could even be at the next 12 meeting. That's not necessarily -- 13 MS. DILLEY: Okay. 14 CHAIRMAN LEWIS: -- a workshop thing, but then I 15 think Arborist Aboard -- I guess that was really a meeting 16 thing. 17 MR. SYLVANOWICZ: You're just talking about 18 numbers. 19 CHAIRMAN LEWIS: Pricing. Honestly, pond 125 is -- 20 is all I got unless somebody's got another thought that I 21 forgot or something. 22 MS. DILLEY: Okay. So pond 125 for June -- 23 CHAIRMAN LEWIS: For June 16th and that you said is 24 at 6:30? 25 MS. DILLEY: Yes.

Page 106 1 CHAIRMAN LEWIS: Okay. All right. 2 MS. McCORMICK: And then July 21st is going to be 3 the -- 4 CHAIRMAN LEWIS: Looks like it, yeah. 5 MS. McCORMICK: -- the date for the assessments -- 6 CHAIRMAN LEWIS: Yep. 7 MS. McCORMICK: -- and that will be at 4:00 p.m.? 8 CHAIRMAN LEWIS: That will be at 4:00, correct. 9 MR. BARRETT: Is that at the swim -- 10 MS. McCORMICK: It's a Tuesday. 11 CHAIRMAN LEWIS: Okay. Let's go back. So June 12 16th workshop at 6:30 is here. Is that correct? 13 MS. COOK: Sorry? 14 CHAIRMAN LEWIS: June 16th workshop. 15 MS. COOK: June 16th is still here. 16 CHAIRMAN LEWIS: Okay. 17 MS. COOK: July 21st workshop is at Swim and 18 Tennis. August 4th -- 19 CHAIRMAN LEWIS: Okay. Don't go past July. 20 MS. COOK: Okay. People keep asking. 21 CHAIRMAN LEWIS: Okay. Well, talk to them later. 22 4:00 p.m. -- 23 MS. COOK: July. 24 CHAIRMAN LEWIS: 4:00 p.m., July 21st at the Swim 25 and Tennis Center.	Page 108 1 CERTIFICATE OF COURT REPORTER 2 3 STATE OF FLORIDA 4 COUNTY OF HILLSBOROUGH 5 6 I, Whitlie G. Cullipher, Certified Shorthand Reporter, do 7 hereby certify that I was authorized to and did stenographically 8 report the Westchase Community District Development Meeting; and 9 that the foregoing transcript is a true record of my 10 stenographic notes. 11 12 I FURTHER CERTIFY that I am not a relative, employee, or 13 attorney, or counsel of any of the parties, nor am I a relative 14 or employee of any of the parties' attorney or counsel connected 15 with the action, nor am I financially interested in the action. 16 17 DATED this 17th day of June, 2026, at Hillsborough County, 18 Florida. 19 20 21  22 Whitlie G. Cullipher, CSR 23 24 25
Page 107 1 MS. COOK: Swim and Tennis. Yep. 2 CHAIRMAN LEWIS: Okay. Now you can go to August. 3 MS. COOK: I will send out reminders as we get 4 closer. 5 CHAIRMAN LEWIS: Thank you. 6 UNKNOWN SPEAKER: Take care, guys. 7 CHAIRMAN LEWIS: Okay. I move to adjourn. 8 MR. BARRETT: Second. 9 CHAIRMAN LEWIS: Seconded by Chris. All in favor? 10 (All board members signify in the affirmative.) 11 CHAIRMAN LEWIS: Carries five to zero. 12 (Motion passes.) 13 (Adjournment.) 14 (At 6:00 p.m., all proceedings were concluded.) 15 16 17 18 19 20 21 22 23 24 25	

AGREEMENT BETWEEN WESTCHASE COMMUNITY DEVELOPMENT DISTRICT AND ARBORIST ABOARD, LLC FOR TREE INVENTORY, MAPPING AND REPORTING

This Agreement (the “**Agreement**”) is made and entered into this 18th day of June, 2026, by and between WESTCHASE COMMUNITY DEVELOPMENT DISTRICT (the “**CDD**”), a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, and ARBORIST ABOARD, LLC, a Florida limited liability company, whose address is: 8611 Vivian Bass Way, Odessa, Florida 33556 (the “**Arborist**”). The work (“**Work**”) includes, but is not limited to all labor and material for the trimming and removal of trees, and traffic control, in accordance with the proposals attached hereto as **Composite Exhibit “A”**.

That for and in consideration of the sum to be paid of the CDD to the Arborist as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

A. The Arborist agrees:

1. To furnish all services, labor, material and equipment necessary for the complete performance in a thorough and workmanlike manner of the work (the “**Work**”) contemplated by the Arborist’s proposals, attached to this Agreement as **Composite Exhibit “A.”** Composite Exhibit “A” is attached solely for identifying the work to be performed by Arborist. This Agreement governs the terms and conditions for such work.

2. To commence the Work under this Agreement as defined in Composite Exhibit A. It is understood that the Work will be continuous until completed. Time and performance and completion of the Work are of the essence.

3. To maintain appropriate insurance in the amounts shown in Exhibit B of this Agreement. Appropriate insurance shall include, but not be limited to, general liability, automobile liability, and worker’s compensation policies and the insurance coverage and coverage limits shall be maintained by the Arborist at all times from commencement through completion of the Work. The CDD, its staff, consultants, and supervisors shall be listed as an additional insured on each such policy (except for the Worker’s Compensation policy), and no policy may be canceled during the term of this Agreement. An insurance certificate evidencing compliance with this section shall be sent to the CDD prior to commencement of any performance under this Agreement, and final payment is conditioned upon receipt of the appropriate releases of lien.

4. To comply with all applicable laws, regulations, licensing requirements, and to procure and maintain all permits and licenses which may be required by law in connection with the Work contemplated hereunder. Notwithstanding the provisions above, the Arborist shall be responsible for non-compliance of all permit requirements, including all fines resulting from Arborist’s non-compliance of said requirements. If Arborist knows, or should reasonably know, as a competent and experienced general Arborist, that any of the Work is required to be inspected or approved by any public authority, or if the CDD or its engineer concludes that any Work is to

be inspected or approved, then Arborist shall cause such inspection to be approved or such approval to be obtained. Arborist shall be responsible for any fines or penalties assessed against the CDD as a result of the Work.

5. Arborist shall (i) notify the CDD immediately by telephone, with prompt confirmation in writing, of any injuries, fatalities, property damage, failure to comply with any legal requirements, the existence of any conditions arising out of the Work or otherwise which have created or could create an environmental hazard or other negative impact upon the site where the Work is being performed, or a failure to perform the Work in accordance with current industry standards, and shall (ii) provide the CDD with such reports of injuries and fatalities or the other aforementioned events as the CDD shall deem necessary, including but not limited to, copies of all reports or other documents filed or provided to Arborist's insurers or the State of Florida or any governmental agency in connection with such injury, fatality or other aforementioned events.

6. To warrant that the Work (a) has been completed in a manner that conforms to all professional standards of care, principles, or other applicable designed standards; and (b) has been performed in a good and workmanlike manner and is free of defects. The Arborist shall re-do, at its cost, any item or component of the Work found not to be materially in conformance with this warranty, provided the CDD notifies the Arborist in writing of such non-conformity within the warranty period.

7. Arborist agrees to indemnify, defend and hold harmless the CDD and its officers, agents and employees from any and all liability, claims, actions, suits or demand by any person, corporation or other entity for injuries, death, property damage of any nature, including attorneys' fees, arising out of injury to, or death of, persons (including Arborist's and any Subcontractor's employees), and/or damage to any property, including loss of use of the property, in connection with or arising out of this Agreement or the performance by the Arborist of the Work or Arborist's failure to perform the Work in accordance with this Agreement. Nothing in this Agreement shall limit the obligations of any insurer under the terms of any insurance policy procured or maintained pursuant to this Agreement. Arborist agrees that nothing in this Agreement shall constitute or be construed as a waiver of the CDD's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or pursuant to any other law.

8. **Care of the Property.** Arborist shall use all due care to protect the property of the District, its residents, and landowners from damage. Arborist agrees to repair or replace, to the District's satisfaction, any damage resulting from Arborist's activities and work within twenty-four (24) hours. In the event the Arborist does not repair or replace the damage to District's satisfaction, Arborist shall be responsible for reimbursing District for such damages.

B. The CDD agrees:

1. To pay the Arborist the total contract price of **Forty-Five Thousand Nine Hundred Fifty and no/100ths Dollars (\$45,950.00)**, upon final completion of the Work. Payment otherwise due by the CDD to the Arborist may be withheld by the CDD, without payment of interest, an account of defective Work not remedied by the Arborist, unpaid labor or material bills, or third-party claims for which Arborist is responsible under this Agreement, or for failure

of Arborist to provide the required Certificates of Insurance in accord with Exhibit "B" of this Agreement.

2. If the Arborist shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of the Agreement, or amendments thereto, or any changes in the plans, drawings or specifications pertaining to this Agreement.

C. It is mutually agreed:

1. That no change, alteration, amendment payment for extra work or agreement to pay for same shall be binding upon the CDD until the same shall be properly approved by the CDD in writing.

2. This Agreement shall be interpreted under and its performance governed by the laws of the state of Florida.

3. The failure of the CDD to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

4. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

5. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

6. The CDD and Arborist agree and acknowledge that Arborist shall serve as an independent contractor of the CDD.

7. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, each party will be responsible for their own fees and costs incurred.

8. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute and nothing in this Agreement shall enure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and have had the opportunity to receive the advice of counsel. In the case of a dispute concerning the interpretation

of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

11. All notices, requests, consents, and other communications (“**Notices**”) shall be in writing and shall be delivered, certified, or via overnight mail, with a return receipt requested, to the parties as follows:

If to Arborist:

Arborist Aboard, LLC
c/o Mr. Mark Hughes
8611 Vivian Bass Way
Odessa, Florida 33556

If to CDD:

Westchase Community Development District
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL 33607
Attn: Heather Dilley, District Manager

With a copy to:

Erin McCormick Law, PA
3314 Henderson Boulevard
Suite 100D
Tampa, Florida 33609
Attn: Erin McCormick, District Counsel

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

12. Public Records. Arborist agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this

Agreement, Arborist agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Arborist must:

- a. Keep and maintain public records required by the CDD to perform the service.
- b. Upon request from the CDD's custodian of public records, provide the CDD 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 as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Arborist does not transfer the records to the CDD.
- d. Upon completion of this Agreement, transfer, at no cost, to the CDD all public records in possession of the Arborist or keep and maintain public records required by the CDD to perform the service. If the Arborist transfers all public records to the CDD upon completion of this Agreement, the Arborist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Arborist keeps and maintains public records upon completion of the Agreement, the Arborist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the information technology systems of the CDD.

IF THE ARBORIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARBORIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813)565-4663, OR BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

13. E-Verify. Arborist shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The CDD may terminate this Agreement immediately for cause if there is a good faith belief that the Arborist has knowingly violated Section 448.091, *Florida Statutes*.

If the Arborist anticipates entering into agreements with a subcontractor, the Arborist will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Arborist shall maintain a copy of such affidavit for the duration of the agreement and provide a

copy to the CDD upon request. In the event that the CDD has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Arborist has otherwise complied with its obligations hereunder, the CDD shall promptly notify the Arborist. The Arborist agrees to immediately terminate the agreement with the subcontractor upon notice from the CDD. Further, absent such notification from the CDD, the Arborist or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Arborist represents that no public employer has terminated a contract with the Arborist under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

14. Nongovernmental Entity Human Trafficking Affidavit. The Nongovernmental Entity Human Trafficking Affidavit, attached hereto as Exhibit "C," has been executed by Arborist, and is incorporated into this Agreement.

15. Controlling Law and Venue. Arborist and the CDD agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for purpose of any litigation arise out of this Agreement shall be Hillsborough County, Florida.

16. To the extent that any provision of the Proposal, attached hereto as Exhibit "A," conflicts with this Agreement, this Agreement shall control.

17. This agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Arborist.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as previously written.

ARBORIST ABOARD, LLC a Florida
limited liability company

By: Mark Hughes

Name: Mark Hughes

Title: Principal

**WESTCHASE COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

By: Matt Lewis

Name: MATT LEWIS

Title: CDD CHAIR

COMPOSITE EXHIBIT A
ARBORIST'S PROPOSALS



ARBORIST A B O A R D

Westchase CDD co KAI -1

Sunday, June 7, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Proposal

Arborist Aboard Inc

8611 Vivian Bass Way

Odessa, FL 33556

813-920-4410

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Trees	Tree Removal	13	\$8,800.00

Countryway & Linebaugh - West side (towards McD's)

Remove & treat Brazilian Pepper trees
Remove (6) dead & declining trees
Remove & treat vines - up to 6' on trees
Vines are overtaking the Pine trees in this area
Grind uprooted stump
MOT lane closure to be set up

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist Aboard or another qualified Arborist for risk evaluation and discussion.

2	Services	Traffic Control	1	\$700.00
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(2) Lane closure set ups - 2 days

Add \$450 if not completed in conjunction with one of the other lane closure quotes

DO NOT SIGN

Customer Signature

Date

Subtotal: \$9,500.00

Tax: \$0.00

Total: \$9,500.00



ARBORIST A B O A R D

Westchase CDD co KAI 20260608-1

Monday, June 8, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

Proposal

Arborist Aboard Inc
8611 Vivian Bass Way
Odessa, FL 33556
813-920-4410

#	Item	Description	Qty	Cost
1	Oak	Trimming	28	\$12,500.00

Countryway & Linebaugh - East side (towards Sheldon)

(8) Oaks - **South side of road - \$5,200**

(13) Oaks - **Median island trees - \$4,300**

Includes juvenile trees - promote a central leader & a more columnar growth form

(7) Oaks - **North side trees - \$3,000**

MOT lane closure to be set up

All listed trees will be pruned to below specs with a focus on tree part reductions to manage crown spread, reduce urban conflicts and mitigate failure potential.

Pruning Objectives:

- * Remove declining laterals and defects
- * Remove major deadwood >2"D
- * Canopy elevations and clearance pruning around the built environment
- * Structure/Reduction prune low over extending tree parts, defects and major co-dominant unions

This is a series of 1" - 3" D cuts around the outer crown radius and branch tips. Where possible, cuts should terminate to a lateral or sprout of at least 1/3 D of tree part being removed.

* Structure/Reduction pruning slows shoot elongation growth and reduces the likelihood of tree part failure, which helps mitigate your tree risk. It also encourages more lateral growth, which promotes wood taper and overall tree health.

*We do not offer the common cultural inside/out pruning so many Arborists perform: canopy elevation & interior thin out. University of Florida IFAS Extension Service and ISA are two of the many organizations that have ample information denouncing these methods of pruning. We are Urban Arborists that implement a science based approach to manage your tree assets, mitigate risk and an effort to reduce pruning frequencies.

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist Aboard or another qualified Arborist for risk evaluation and discussion.

2	Services	Traffic Control	1	\$1,050.00
		Lane closure set up Add \$450 if not completed in conjunction with one of the other pruning quotes		
3	Brazilian Pepper	Tree Removal	1	\$700.00
		Remove and treat (2) Brazilian Pepper trees - North side		

DO NOT SIGN

Customer Signature

Date

Subtotal: \$14,250.00

Tax: \$0.00

Total: \$14,250.00



ARBORIST A B O A R D

Westchase CDD co KAI -4

Monday, June 8, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Proposal

Arborist Aboard Inc

8611 Vivian Bass Way

Odessa, FL 33556

813-920-4410

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Oak	Trimming	13	\$7,800.00

Countryway & Linebaugh - West side (towards McD's)

(13) Oaks

MOT lane closures to be set up on both sides of median island -
East & West bound

All listed trees will be pruned to below specs with a focus on tree part reductions to manage crown spread, reduce urban conflicts and mitigate failure potential.

Pruning Objectives:

- * Remove declining laterals and defects
- * Remove major deadwood >2"D
- * Canopy elevations and clearance pruning around the built environment
- * Structure/Reduction prune low over extending tree parts, defects and major co-dominant unions
- This is a series of 1" - 3" D cuts around the outer crown radius and branch tips. Where possible, cuts should terminate to a lateral or sprout of at least 1/3 D of tree part being removed.
- * Structure/Reduction pruning slows shoot elongation growth and reduces the likelihood of tree part failure, which helps mitigate your tree risk. It also encourages more lateral growth, which promotes wood taper and overall tree health.

*We do not offer the common cultural inside/out pruning so many Arborists perform: canopy elevation & interior thin out. University of Florida IFAS Extension Service and ISA are two of the many organizations that have ample information denouncing these methods of pruning. We are Urban Arborists that implement a science based approach to manage your tree assets, mitigate risk and an effort to reduce pruning frequencies.

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist Aboard or another qualified Arborist for risk evaluation and

discussion.

2	Services	Traffic Control	1	\$950.00
		(2) Lane closure set ups		

DO NOT SIGN

Customer Signature

Date

Subtotal: \$8,750.00

Tax: \$0.00

Total: \$8,750.00



ARBORIST A B O A R D

Westchase CDD co KAI -3

Monday, June 8, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Proposal

Arborist Aboard Inc

8611 Vivian Bass Way

Odessa, FL 33556

813-920-4410

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Oak	Trimming	12	\$4,800.00

Countryway & Linebaugh - West side (towards McD's)

(12) Oaks - **South side of road**

MOT lane closure to be set up

All listed trees will be pruned to below specs with a focus on tree part reductions to manage crown spread, reduce urban conflicts and mitigate failure potential.

Pruning Objectives:

- * Remove declining laterals and defects
- * Remove major deadwood >2"D
- * Canopy elevations and clearance pruning around the built environment
- * Structure/Reduction prune low over extending tree parts, defects and major co-dominant unions
- This is a series of 1" - 3" D cuts around the outer crown radius and branch tips. Where possible, cuts should terminate to a lateral or sprout of at least 1/3 D of tree part being removed.
- * Structure/Reduction pruning slows shoot elongation growth and reduces the likelihood of tree part failure, which helps mitigate your tree risk. It also encourages more lateral growth, which promotes wood taper and overall tree health.

*We do not offer the common cultural inside/out pruning so many Arborists perform: canopy elevation & interior thin out. University of Florida IFAS Extension Service and ISA are two of the many organizations that have ample information denouncing these methods of pruning. We are Urban Arborists that implement a science based approach to manage your tree assets, mitigate risk and an effort to reduce pruning frequencies.

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist Aboard or another qualified Arborist for risk evaluation and discussion.

2	Services	Traffic Control	1	\$350.00
		Lane closure set up		
		Add \$450 if not done in conjunction with one of the other pruning quotes		

<u>Do NOT SIGN</u>		Subtotal:	\$5,150.00
Customer Signature		Tax:	\$0.00
	<u> </u>	Total:	\$5,150.00
	Date		



ARBORIST A B O A R D

Westchase CDD co KAI -2

Monday, June 8, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

Proposal

Arborist Aboard Inc
8611 Vivian Bass Way
Odessa, FL 33556
813-920-4410

#	Item	Description	Qty	Cost
1	Oak	Trimming	19	\$7,600.00

Countryway & Linebaugh - South side (towards Fire Station)

(10) Oaks - **West side of road - \$4,000**

(9) Oaks - **East side of road - \$3,600**

MOT lane closure to be set up

All listed trees will be pruned to below specs with a focus on tree part reductions to manage crown spread, reduce urban conflicts and mitigate failure potential.

Pruning Objectives:

- * Remove declining laterals and defects
- * Remove major deadwood >2"D
- * Canopy elevations and clearance pruning around the built environment
- * Structure/Reduction prune low over extending tree parts, defects and major co-dominant unions
- This is a series of 1" - 3" D cuts around the outer crown radius and branch tips. Where possible, cuts should terminate to a lateral or sprout of at least 1/3 D of tree part being removed.
- * Structure/Reduction pruning slows shoot elongation growth and reduces the likelihood of tree part failure, which helps mitigate your tree risk. It also encourages more lateral growth, which promotes wood taper and overall tree health.

*We do not offer the common cultural inside/out pruning so many Arborists perform: canopy elevation & interior thin out. University of Florida IFAS Extension Service and ISA are two of the many organizations that have ample information denouncing these methods of pruning. We are Urban Arborists that implement a science based approach to manage your tree assets, mitigate risk and an effort to reduce pruning frequencies.

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist

Aboard or another qualified Arborist for risk evaluation and discussion.

2	Services	Traffic Control	1	\$700.00
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Lane closure set up

Add \$450 if not completed in conjunction with one of the other pruning quotes

DO NOT SIGN

Customer Signature

Date

Subtotal: \$8,300.00

Tax: \$0.00

Total: **\$8,300.00**

EXHIBIT B

REQUIRED INSURANCE

Prior to commencing the Work, the Arborist shall provide the CDD with proof of insurance, reasonably satisfactory to CDD, naming CDD, its staff, consultants, and supervisors as additional insured, for insurance coverage as follows, which policies shall not be cancellable without notice to the CDD:

(a) Worker's compensation coverage in compliance with all applicable state and federal laws, and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (each employee).

(b) Comprehensive general liability coverage written on an occurrence policy form, including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage) with a minimum combined single limit of \$1,000,000.00 per occurrence, \$1,000,000 personal and advertising injury, \$1,000,000 general aggregate limit, \$1,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interest (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in the Contract), broad form property damage coverage including completed operations).

(c) Comprehensive automobile liability coverage, to include owned, hired and leased vehicles and equipment, with a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury or property damage.

(d) The CDD, its staff, consultants, and supervisors shall be named as an additional insured under the CGL policy, and commercial automobile policy listed above. The policies required in the Section above, shall be primary insurance for Arborist and the CDD.

(e) With respect to any insurance Contract is required to maintain pursuant to the Contract, or does maintain, Arborist warrants that Arborist has the right to waive any and all rights of subrogation which Arborist's insurance carriers might have or claim against CDD, arising out of the Work or Site. Arborist hereby waives, to the fullest extent legally permitted, all such present and future rights of subrogation and agrees to hold harmless, defend and indemnify CDD from all such subrogation claims. Contract shall require such waivers from its subcontractors.

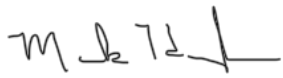
13.2 Arborist shall provide the CDD with a certificate of insurance in accordance with this Exhibit B, and attached hereto. The CDD may require the Arborist to submit the original or a certified copy of any insurance policy required hereunder, for the CDD's inspection thereof. Arborist agrees to maintain the insurance required above continuously in effect during the term of this Contract and agrees to maintain the insurance required above, and the CDD's additional insured status, until the statute of limitations bar any and all claims in connection with, or arising out of the Work, or Arborist's failure to perform any provision of this Contract.

EXHIBIT C**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT****SECTION 787.06(14), *FLORIDA STATUTES***

I, the undersigned, am an authorized officer or representative of Arborist Aboard, LLC, a Florida limited liability corporation, and I attest that Arborist Aboard, LLC does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Under penalty of perjury, I hereby declare and affirm that the above-stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

ARBORIST ABOARD, LLC a Florida limited liability company

By:  _____

Name: **Mark Hughes** _____

Title: **Principal** _____

Date: **6/18/26** _____



Erin McCormick | Law, PA

Erin McCormick, Esq.

June 24, 2026

Westchase Community Development District
Board of Supervisors

Re: **Addendum to Engagement Agreement Signed November 18th, 2025**

Dear Board Members,

Erin McCormick Law, PA (“Erin McCormick Law PA” or the “Law Office”) is submitting this Addendum to the signed engagement agreement (the “Agreement”) dated November 18th, 2025, to the Board of Supervisors of Westchase Community Development District (the “District”). The intent of this Addendum is to ensure that the District is receiving legal counsel from the Law Office that is cost-effective and serves the interests of the District.

Billing Matters

As provided in the signed Agreement, Erin McCormick is the attorney in the Law Office principally responsible for the District’s matters. Erin McCormick’s hourly rate for services performed by the District will be \$395.00, a billing rate that will remain in effect through December 31st, 2026. This Addendum seeks to authorize the performance of services for the District by a paralegal at Erin McCormick Law PA at a rate of \$125.00 per hour, a billing rate that will remain in effect through December 31st, 2026. This lower rate will allow the Law Office to provide services for tasks that can be completed by a paralegal to the District in a cost-effective manner.

Client Consent to Use of AI Systems

Per this submitted Addendum, in providing legal services, the Law Office seeks approval from the District to use technology-assisted tools, including artificial intelligence (“AI”) systems and generative AI applications, for tasks such as legal research, document review, document organization, drafting assistance, data analysis, litigation support, and administrative functions.

Erin McCormick Law PA will exercise independent professional judgment with respect to all legal services and remains solely responsible for the legal advice provided to the District. Any work product generated or assisted by AI will be reviewed and evaluated by the Law Office as appropriate before being relied upon or communicated as legal advice.

Erin McCormick Law PA will take reasonable measures to protect the confidentiality and security of Client information when using AI tools, including evaluating the provider’s data handling, retention, security, and confidentiality practices. The Law Office will not knowingly



Erin McCormick | Law, PA

Erin McCormick, Esq.

use AI tools in a manner inconsistent with its obligations under the Rules Regulating the Florida Bar.

The use of AI-assisted technologies may improve efficiency and reduce the time required to perform certain legal tasks. The Law Office's fees will be determined in accordance with this Engagement Agreement and applicable ethical rules, and the District will not be charged for time in a manner that results in improper or duplicative billing arising from the use of AI tools.

By signing this Addendum to the Engagement Agreement, the District acknowledges and consents to the Law Office's use of AI-assisted technologies in connection with the representation, subject to the safeguards and limitations described above.

I greatly appreciate your consideration of the above Addendum.

Sincerely,

ERIN MCCORMICK LAW, PA

By: _____
Erin R. McCormick

ACCEPTED this _____ day of _____, 2026

By: **WESTCHASE COMMUNITY DEVELOPMENT DISTRICT**

By: Matthew Lewis, Chair, Board of Supervisors



June 10th, 2026

Westchase CDD
Attn: Heather Dilley, District Manager
Kai
2502 Rocky Point Dr., Suite 1000
Tampa, FL 33607

RE: Proposal for Engineering Services: Westchase CDD
Project Name: Sidewalk Repairs Evaluation & Request For Proposals Documents

Dear Ms. Dilley,

Brletic Dvorak Inc. (BDI) is extremely proud to have the opportunity to work with the Westchase CDD on their sidewalks repair project. We would like to offer the following proposal in response to your request for civil engineering services.

SCOPE OF SERVICES

BDI will perform a comprehensive assessment of the District's sidewalk network to identify damaged sections, trip hazards, settlement, displacement, cracking, and other deficiencies requiring corrective action. Following completion of the assessment, BDI will prepare a Request for Proposals (RFP) package to facilitate the procurement of sidewalk repair and replacement services including locational mapping.

Task 1 – Sidewalk Inspection and Condition Assessment

BDI will perform a field inspection of District-maintained sidewalks and pedestrian pathways to identify deficiencies and prioritize repair needs.

Services shall include:

- Field inspection of sidewalks throughout the phase listed as “phase 3” on the attached phase map exhibit.
- Identification and documentation of vertical displacement, settlement, cracking, spalling, and other defects.
- Identification of potential trip hazards and ADA-related concerns.
- Evaluation of existing sidewalk conditions and repair recommendations.
- Development of an inventory of sidewalk locations requiring repair or replacement.
- Preparation of exhibits identifying repair locations and recommended corrective actions.
- Preparation of an engineering memorandum summarizing findings and recommendations.
- Preparation of a planning level cost estimate for repairs in selected communities of phase 3.



Task 2 – Request for Proposals and Bid Package Preparation

Based upon the results of the condition assessment, BDI will prepare a Request for Proposals (RFP) and supporting bid documents for the procurement of sidewalk repair and replacement services.

Services shall include:

- Development of estimated repair and replacement quantities.
- Preparation of technical specifications and construction requirements.
- Preparation of contractor bid forms and pricing schedules.
- Coordination with District staff and management regarding procurement requirements.
- Preparation of a complete bid package suitable for public solicitation.

SERVICES TO BE PROVIDED BY OWNER

- Access to District-maintained sidewalks and common areas.
- Existing maps, exhibits, maintenance records, or prior inspection reports, if available.

COMPENSATION

Compensation for these services is shown below (typical direct expenses included) as a Not To Exceed.

Tasks	Basic Service Fees
Task 1 - Sidewalk Inspection and Condition Assessment:	
Harbour Links	\$2,040
The Greens & Village Green	\$2,940
West Park Village	\$2,940
The Vineyards & Stonebridge	\$1,590
Task 2 - Request for Proposals and Bid Package Preparation:	\$1,800
Total	\$11,310

Again, thank you for this opportunity.

Sincerely,

Jerry Whited
Project Manager II

A. General Provisions

BDI agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60-day period is valid if BDI elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

BDI reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by BDI, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving BDI, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to BDI, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

BDI will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the BDI's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of BDI as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold BDI harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

B. Time of Payments and Litigation Expenses

BDI will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, BDI may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due BDI for services, expenses and interest.

In the event BDI deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay BDI's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against BDI and/or BDI's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by BDI as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert

witnesses, trial transcripts and deposition transcripts) incurred by BDI and/or BDI's subconsultants in opposing any such action, counterclaim, set-off or defense.

BDI may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever BDI deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold BDI harmless from all litigation expenses incurred by BDI as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond BDI's control, BDI will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$210.00
Project Manager II	\$180.00
Field Manager	\$135.00
Senior Inspector	\$120.00

Any changes to the previously approved submittals will be considered a change in scope of services and BDI will be entitled to additional compensation at the rates herein specified.

The use of subconsultant services will be paid as expense items with prior written approval.

D. Insurance

BDI maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, BDI will furnish Client certification of insurance.

E. Termination

In the event of termination of this Agreement by Client, Client shall pay BDI for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

Except as otherwise agreed, BDI shall hold harmless and indemnify the Client against injury, loss or damage arising out of the negligent acts, errors or omissions of BDI. The Client agrees to limit BDI's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such that the total aggregate liability of BDI to all those named shall not exceed BDI's total fee for services rendered on this project.

G. Standard of Care



BDI shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

We hereby authorize Brletic Dvorak, Inc. to proceed in accordance with the above proposal. If any professional services are ordered by a representative of the client, for items listed above with a returned acceptance, the prices and terms of this proposal shall be in effect.

ORGANIZATION: Westchase CDD

DATE: _____

BY: _____

TITLE: _____



We Are Tree Experts. Proudly Certified By:



Scope:

- Comparing growth rates with respect to **DBH, height, and canopy spread** of select right-of-way trees within the Baybridge community of Westchase. (See Map)
- Selected trees were either:
 - **Treated with cambistat,**
 - **Structure pruned,**
 - **Treated with cambistat and structure pruned,**
 - **Or used as a experimental control** (no cambistat treatment or structure pruning).
- Three rounds of tree data metric collection took place between February of 2023 and May of 2026.
 - Initial data collection - February 2023
 - Seven month re-evaluation - September 2023
 - Most recent data collection - May 2026

Findings:

- **With respect to:**
 - **Reduction (percentage) in average DBH growth compared to the control group:**
 - Just treated with cambistat - **79.4%**
 - Just structure pruned - **62.5 %**
 - Both treated with cambistat and structure pruned -**87.5%**
 - **Reduction (percentage) in average height growth compared to the control group:**
 - Just treated with cambistat - **73.2 %**
 - Just structure Pruned - **36.7 %**
 - Both treated with cambistat and structure pruned - **70.7%**
 - **Reduction (percentage) in average crown spread growth compared to the control group:**
 - Just treated with cambistat - **57.82 %**
 - Just structure pruned - **3.28 %**
 - Both treated with cambistat and structure pruned - **34.5%**

Map and Data Notes:



DBH

Inventory Number	Species	Treatment	DBH (in) - Feb 2023	DBH (in) - Sept 2023	DBH (in) - May 2026	Change in DBH	Average Change in DBH by Treatment	Percent Reduction from Control Average Change
34	Live Oak	Control - None	18	19	20	2	1.6	
67	Live Oak	Control - None	17	18	19	2		
72	Live Oak	Control - None	18	18	19	1		
73	Live Oak	Control - None	16	17	18	2		
75	Live Oak	Control - None	19	20	21	2		
102	Live Oak	Control - None	18	18	19	1		
59	Live Oak	Just Cambistat	14	14	14	0	0.33	79.40%
61	Live Oak	Just Cambistat	18	18	18	0		
74	Live Oak	Just Cambistat	11	11	11	0		
88	Live Oak	Just Cambistat	16	16	17	1		
92	Laurel Oak	Just Cambistat	19	19	19	0		
95	Live Oak	Just Cambistat	16	16	17	1		
68	Live Oak	Just Structure Prune	19	19	20	1	0.6	62.50%
69	Live Oak	Just Structure Prune	19	19	20	1		
83	Live Oak	Just Structure Prune	15	15	15	0		
76	Live Oak	Cambistat and Structure Prune	23	23	23	0	0.2	87.50%
78	Live Oak	Cambistat and Structure Prune	24	24	24	0		
85	Live Oak	Cambistat and Structure Prune	21	21	22	1		
89	Live Oak	Cambistat and Structure Prune	17	17	17	0		
98	Live Oak	Cambistat and Structure Prune	21	21	21	0		

Height

Inventory Number	Species	Treatment	Height (ft) - Feb 02023	Height (ft) - Sept 2023	Height (ft) - May 2026	Change in Height	Average Change in Height by Treatment	Percent Reduction from Control Average Change
34	Live Oak	Control - None	37	37	38	1	3.41	
67	Live Oak	Control - None	40	40.5	44	4		
72	Live Oak	Control - None	36.5	36.5	45	8.5		
73	Live Oak	Control - None	38	38	39	1		
75	Live Oak	Control - None	42	42	47	5		
102	Live Oak	Control - None	43	42	44	1		
59	Live Oak	Just Cambistat	32	34	34	2	0.916	73.20%
61	Live Oak	Just Cambistat	31.5	32.5	33	1.5		
74	Live Oak	Just Cambistat	27.5	28.5	28	0.5		
88	Live Oak	Just Cambistat	38.5	36	39	0.5		
92	Laurel Oak	Just Cambistat	40	40.5	41	1		
95	Live Oak	Just Cambistat	32	31.5	32	0		
68	Live Oak	Just Structure Prune	37	40.5	42	5	2.16	36.70%
69	Live Oak	Just Structure Prune	42.5	44	44	1.5		
83	Live Oak	Just Structure Prune	29	28.5	29	0		
76	Live Oak	Cambistat and Structure Prune	40	42	42	2	1	70.70%
78	Live Oak	Cambistat and Structure Prune	37.5	35.5	37	0		
85	Live Oak	Cambistat and Structure Prune	40.5	42	42	1.5		
89	Live Oak	Cambistat and Structure Prune	39	42	40	1		
98	Live Oak	Cambistat and Structure Prune	46.5	45	47	0.5		

Crown Spread

Inventory Number	Treatment	SCS (ft) -Feb 2023	SCS (ft) - Sept 2023	SCS (ft) - May 2026	LCS (ft) - Feb 2023	LCS (ft) - Sept 2023	LCS (ft) - May 2026	AVG CS - FEB 2023	AVG CS - Sept 2023	AVG CS - May 2023	AVG CS CHANGE	Average Change in Average Crown Spread by Treatment	Percent Reduction from Control Average Change
34	Control - None	39	44	37	47	51	54	43	47.5	45.5	2.5	2.75	
67	Control - None	39	43	40	46	49	50	42.5	46	45	2.5		
72	Control - None	32	39	39	45	47	46	38.5	43	42.5	4		
73	Control - None	35	37	41	43	43	44	39	40	42.5	3.5		
75	Control - None	39	43	40	43	47	46	41	45	43	2		
102	Control - None	37	37	40	45	43	46	41	40	43	2		
59	Just Cambistat	28.5	30	29	41	42	43	34.75	36	36	1.25	1.16	57.82%
61	Just Cambistat	23	24	24	44	41	45	33.5	32.5	34.5	1		
74	Just Cambistat	27.5	29	30	33	31.5	33	30.25	30.25	31.5	1.25		
88	Just Cambistat	31	35	33	43	43	45	37	39	39	2		
92	Just Cambistat	39	39	40	42	45	44	40.5	42	42	1.5		
95	Just Cambistat	32	33	34	36	38	39	39	35.5	36.5	0		
68	Just Structure Prune	40	42	40	46	44.5	45	43	43.25	42.5	0	2.66	3.28%
69	Just Structure Prune	34	34	37	39	36	42	36.5	35	39.5	3		
83	Just Structure Prune	27	31	33	33	36	37	30	33.5	35	5		
76	Cambistat and Structure Prune	42	44	43	47	45.5	49	44.5	44.75	46	1.5	1.8	34.55%
78	Cambistat and Structure Prune	35	36	37	42	39.5	43	38.5	37.75	40	1.5		
85	Cambistat and Structure Prune	34	35	36	40	44	41	37	39.5	38.5	1.5		
89	Cambistat and Structure Prune	35	34	37	36	38	38	35.5	36	37.5	2		
98	Cambistat and Structure Prune	33	38	36	47	52	49	40	45	42.5	2.5		

Sidewalk Lift

Inventory Number	Treatment	Side Walk Lift 1 (in) - Feb 2023	Side Walk Lift 1 (in) - Sept 2023	Side Walk Lift 2 (in) - Feb 2023	Side Walk Lift 2 (in) - Sept 2023	Side Walk Lift 3 (in) - Feb 2023	Side Walk Lift 3 (in) - SEPT 2023	Side Walk Lift Drive (in) - Feb 2023	Side Walk Lift Drive (in) - Sept 2023	Sidewalk State May 2026
34	Control - None	E: 1/8	E: 1/4	C: 3/4	C: 3/4	W: 1/4	W: 3/8	NA	NA	Replaced
67	Control - None	N: 1/2	N: 1/2	C: 0	C: 0	S: 1/8	S: 1/8	D: 1/4	D: 1/2	Replaced
72	Control - None	N: 1/4	N: 1/4	C: 0	C: 0	S 3/8	S: 5/8	NA	NA	North Minor Grind / South Replaced
73	Control - None	N: 1/2	N: 1/2	C: 0	C: 1/8	S: 0	S: 0	NA	NA	North Replaced / Center 1/4" Lift
75	Control - None	N: 0	N: 0	C: 3/8	C: 3/8	S: 1/4	S: 1/4	NA	NA	Replaced
102	Control - None	E: 5/8	E: 5/8	C: 3/8	C: 3/8	W: 5/8	W: 7/8	D: 5/8	D: 5/8	Replaced
59	Just Cambistat	N: 0	N: 0	C: 3/8	C: 3/8	S: 0	S: 0	NA	NA	Center Minor Grind
61	Just Cambistat	N: 1/4	N: 1/4	C: 5/8	C: 5/8	S: 1/4	S: 1/4	NA	NA	North Minor Grind / Center - South Replaced
74	Just Cambistat	N: 1/2	N: 1/2	C: 0	C: 0	S: 1/2	S: 1/2	NA	NA	Replaced
88	Just Cambistat	N: 1/4	N: 1/4	C: 0	C: 0	S: 1/4	S: 1/4	NA	NA	Replaced
92	Just Cambistat	N: 0	N: 0	C: 1/2	C: 1/2	S: 1/8	S: 3/8	NA	NA	Center and South Minor Grind
95	Just Cambistat	E: 1/8	E: 1/4	C: 0	C: 0	W: 1/2	W: 1/2	NA	NA	East and West Minor Grind
68	Just Structure Prune	N: 0	N: 0	C: 0	C: 0	S: 1/4	S: 1/4	D: 1/2	D: 5/8	Replaced
69	Just Structure Prune	N: 3/8	N: 3/8	C: 0	C: 1/2	S: 1/4	S: 1/4	NA	NA	Replaced
83	Just Structure Prune	N: 1/2	N: 1/2	C: 3/8	C: 3/8	S: 0	S: 0	NA	NA	North and Center Minor Grind
76	Cambistat and Structure Prune	N: 1/8	N: 1/8	C: 1/4	C: 1/4	S: 3/8	S: 3/8	NA	NA	Replaced
78	Cambistat and Structure Prune	N: 1/4	D: 1/2	C: 1/2	C: 1/2	S: 1/2	S: 1/2	D: 1/2	D: 1/2	Replaced (Including Drieway Slab)
85	Cambistat and Structure Prune	N: 1/8	N: 1/8	C: 5/8	C: 5/8	S: 3/8	S: 3/8	NA	NA	North Minor Grind/ Center - South Replaced
89	Cambistat and Structure Prune	E: 3/8	E: 3/8	C: 0	C: 0	W: 1/2	W: 1/2	NA	NA	East and West Minor Grind
98	Cambistat and Structure Prune	E: 0	E: 0	C: 1/2	C: 1/2	W: 1/4	W: 1/4	NA	NA	Center and West Minor Grind



ARBORIST A B O A R D

Westchase CDD c/o KAI 20260615

Monday, June 15, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Proposal

Arborist Aboard LLC

8611 Vivian Bass Way

Odessa, FL 33556

813-920-4410

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Arborist	Arborist Services Cambistat inoculation project Cambistat is the same Tree Growth Regulator used in the Westchase Tree Study The tree population is predominantly Live oak but Laurel oaks will be treated as we encounter them Pricing: \$6/in with a 500 inch minimum \$5/in with a 1,500 inch minimum \$4.50/in for projects over 5,000 inches We used the Westchase tree inventory for our tree counts and sizes The inventory was completed 4yrs ago (6/22), so we did add 3"D for all trees - normal growth rates are 1"D/yr As a part of the Cambistat project, we will update the Westchase tree inventory for all trees completed Date of treatment Updated tree Diameter Updated Level I assessment for obvious defects and general condition of tree Update trees that have been removed, that are immediately adjacent to treated trees and input their replacements, if one is there	1	
2	Live Oak	Arborist Services Shires 207 Oaks per master inventory completed 6/22 We do expect this number to be less 4,402 in to be treated, with an average tree diameter of 21.25 in	1	\$22,010.00
3	Live Oak	Arborist Services Wycliff 25 Oaks per master inventory completed 6/22 We do expect this number to be less 511 in to be treated, with an average tree diameter of 20.5 in	1	\$2,555.00
4	Live Oak	Arborist Services Kingsbridge	1	\$3,665.00

40 Oaks per master inventory completed 6/22
We do expect this number to be less
733 in to be treated, with an average tree diameter of 19 in

5	Live Oak	Arborist Services	1
All neighborhood Oaks captured on the master inventory, completed 6/22			
1,695 Oaks for a total of 32,368 D"			

		Subtotal:	\$28,230.00
		Tax:	\$0.00
<u>Customer Signature</u>	<u>Date</u>	Total:	\$28,230.00

Terms and Conditions for Services

• Contractor's Responsibility

Performance by Company:

Arborist Aboard LLC (hereafter "AA") shall recognize and perform in accordance with written terms and specifications, contained or referred herein. AA reserves the right to amend the contract when price or scope of work is affected by changes to any local, state, or federal law regulation or ordinance that goes into effect after contract is accepted by client.

I. All contracts not accepted within 45 days are subject to review.

II. THIS CONTRACT IS NOT A TREE EVALUATION UNLESS OTHERWISE STATED HEREIN.

Scheduling:

I. Upon contract approval, you will be contacted by AA to arrange scheduling.

II. Due to weather delays and unforeseen incidents, scheduled dates are tentative and are subject to change. A reschedule does not constitute a breach of contract and every effort will be made to reschedule at the next available date for client.

Workmanship:

AA crews consist of experienced arbor care professionals who are identifiable by company uniforms and proper PPE (safety equipment). Industry specific equipment with ISA Best Management Practices for arbor care standards (ISA BMP's) and ANSI Z133 safety protocols are implemented and followed to complete every job.

Insurance:

AA carries and agrees to maintain general liability insurance with umbrella policy, workers' compensation insurance and automotive liability insurance. Current limits are subject to change and client will be notified if coverage rates are reduced (\$1M general liability with \$2M excess umbrella liability, \$1M workers' compensation and \$1M automotive liability). All coverages will be provided at time of contract proposal.

Licenses and Permits:

AA carries and agrees to maintain all applicable licenses required by state and local law. AA will comply with all local, state and federal laws and file all necessary permit applications for tree removal and pruning, where applicable.

I. Work will not commence until AA has procured approved permits for protected trees.

Liability:

It is understood and agreed that AA is not liable for any damage or loss of any kind that is not caused by the negligence of AA, its agents or employees, including but not limited to:

I. Underground utilities not communicated or clearly marked, which include but are not limited to: irrigation components; electrical services; ISP lines; drain lines; septic tanks; drain fields; natural gas/propane; water lines.

II. Poor cultural practices and duty of care by client that lead to subpar environmental conditions and tree decline.

III. Weather events that include but are not limited to: drought; flooding; storm or wind damage.

• **Client responsibility**

Jobsite Access:

I. Residential site day of service: The client shall have all access points unlocked, vehicles and personal affects clear of work and access areas. Any delays incurred by AA due to the client not having work or access areas cleared and/or unlocked, will result in chargebacks to the client at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return service is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AA will make every good faith effort to work with client and complete scheduled work at time of service.

II. Commercial site day of service: The client shall notify all residents/tenants of scheduled arbor care services and have them park in designated areas away from work zones. Furthermore, the client shall have residents/tenants move personal affects and ensure all access points are unlocked to allow the AA crew(s) to move and work freely through multiple work zones, where applicable. If client fails to comply with the above and AA incurs delays, the client will be charged back at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return trip is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AA will make every good faith effort to work with client and complete scheduled work at time of service.

Payment:

I. To be paid upon completion unless otherwise stated.

II. AA will furnish a Notice to Owner (hereafter "NTO") per Florida Statute 713.06 to protect AA's lien rights in the event payment is not received within 40 calendar days.

Defects:

I. The client shall give AA a maximum of (30) days to correct any problem or defect discovered in the performance of the work outlined under this contract.

• **Disputes**

The Client and AA respectively, bind themselves, their affiliates and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the AA, their affiliates and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Termination:

I. Either party may terminate this engagement without cause 3 days prior to service date and in writing. On termination by either party to this Contract for Services, the Client shall immediately pay AA for the Services performed and for all expenses and other charges incurred by AA in providing the Services up to the date in which the engagement is terminated.

If either party breaches this engagement, the non-defaulting party may terminate this engagement in the event that the defaulting party fails to remedy the breach within 7 days of the default, pending receipt of a notice from the non-defaulting party demanding that the breach be remedied. In the event of termination of this engagement by AA under this paragraph, the Client shall immediately pay AA for the Services performed and all expenses and other charges incurred by AA in providing the Services up to the date in which the engagement is terminated.

Law and Venue:

I. AA operates and controls its Service activities from its offices located in the County of Hillsborough in the state of Florida. This Agreement shall be governed by the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. Client hereby waives any objection to personal jurisdiction in any proceeding before such courts and consent to personal jurisdiction in such courts. The laws of Florida shall govern the validity, interpretation, construction and performance of this contract.

Dispute Resolution:

I. Mediation: Disputes arising under this agreement must first be mediated by a supreme court certified circuit civil mediator in Hillsborough County, Florida. The parties agree that the mediation shall occur within ninety (90) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that a Mediator from Cary R. Singletary, P.A. shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such pre-suit mediation.

II. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this agreement, the prevailing party shall be awarded reasonable attorney fees, and costs and expenses incurred.

This proposed Contract for Services is submitted in good faith and it is understood that the contents of this Contract for Services herein shall not be distributed further or used as the basis for a competing bid by any other individuals or disclosed to any third parties.

Proposal



ARBORIST A B O A R D

Westchase CDD co KAI 20260615-1

Monday, June 15, 2026

Westchase CDD c/o KAI

2502 N Rocky Point Dr
Tampa, FL 33607

Mobile: 813-781-7330

Arborist Aboard LLC

8611 Vivian Bass Way

Odessa, FL 33556

813-920-4410

Salesperson: Mark Hughes
8134690808
Arboristaboard@gmail.com

Worksite: Westchase CDD
9515 Linebaugh Ave
Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Arborist	Trimming	1	

All listed trees will be pruned to below specs with a focus on tree part reductions to manage crown spread, reduce urban conflicts and mitigate failure potential.

Pruning is best 3 months post Cambistat inoculation

Pruning and Cambistat were completed at the same time for the Westchase growth study and still yielded positive results

Price for a full prune to all listed specs with no height restrictions

*All work to be completed with a combination of aerial lifts and ground based pruners

Pruning Objectives:

- * Remove declining laterals and defects
- * Remove major deadwood >2"D
- * Canopy elevations and clearance pruning around the built environment
- * Structure/Reduction prune low over extending tree parts, defects and major co-dominant unions

This is a series of 1" - 3" D cuts around the outer crown radius and branch tips. Where possible, cuts should terminate to a lateral or sprout of at least 1/3 D of tree part being removed.

* Structure/Reduction pruning slows shoot elongation growth and reduces the likelihood of tree part failure, which helps mitigate your tree risk. It also encourages more lateral growth, which promotes wood taper and overall tree health.

*We do not offer the common cultural inside/out pruning so many Arborists perform: canopy elevation & interior thin out. University of Florida IFAS Extension Service and ISA are two of the many organizations that have ample information denouncing these methods of pruning. We are Urban Arborists that implement a science based approach to manage your tree assets, mitigate risk and an effort to reduce pruning frequencies.

****All trees present a level of risk**

Trees were not evaluated as part of a hazard tree assessment during the walkthrough or estimation process. Due to your public exposure, it is recommended that your trees be evaluated by Arborist

2	Live Oak	Trimming	1	\$46,575.00
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Shires

207 Oaks per master inventory completed 6/22
We do expect this number to be less
We know these were just pruned but it would be beneficial to administer crown reductions
\$225/tree

3	Live Oak	Trimming	1	\$9,375.00
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Wycliff

25 Oaks per master inventory completed 6/22
We do expect this number to be less
\$375/tree

4	Live Oak	Trimming	1	\$15,000.00
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Kingsbridge

40 Oaks per master inventory completed 6/22
We do expect this number to be less
\$375/tree

Subtotal:	\$70,950.00
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Tax:	\$0.00
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Total:	\$70,950.00
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Customer Signature

Date

Terms and Conditions for Services

• Contractor's Responsibility

Performance by Company:

Arborist Aboard LLC (hereafter "AA") shall recognize and perform in accordance with written terms and specifications, contained or referred herein. AA reserves the right to amend the contract when price or scope of work is affected by changes to any local, state, or federal law regulation or ordinance that goes into effect after contract is accepted by client.

I. All contracts not accepted within 45 days are subject to review.

II. THIS CONTRACT IS NOT A TREE EVALUATION UNLESS OTHERWISE STATED HEREIN.

Scheduling:

I. Upon contract approval, you will be contacted by AA to arrange scheduling.

II. Due to weather delays and unforeseen incidents, scheduled dates are tentative and are subject to change. A reschedule does not constitute a breach of contract and every effort will be made to reschedule at the next available date for client.

Workmanship:

AA crews consist of experienced arbor care professionals who are identifiable by company uniforms and proper PPE (safety equipment). Industry specific equipment with ISA Best Management Practices for arbor care standards (ISA BMP's) and ANSI Z133 safety protocols are implemented and followed to complete every job.

Insurance:

AA carries and agrees to maintain general liability insurance with umbrella policy, workers' compensation insurance and automotive liability insurance. Current limits are subject to change and client will be notified if coverage rates are reduced (\$1M general liability with \$2M excess umbrella liability, \$1M workers' compensation and \$1M automotive liability). All coverages will be provided at time of contract proposal.

Licenses and Permits:

AA carries and agrees to maintain all applicable licenses required by state and local law. AA will comply with all local, state and federal laws and file all necessary permit applications for tree removal and pruning, where applicable.

I. Work will not commence until AA has procured approved permits for protected trees.

Liability:

It is understood and agreed that AA is not liable for any damage or loss of any kind that is not caused by the negligence of AA, its agents or employees, including but not limited to:

I. Underground utilities not communicated or clearly marked, which include but are not limited to: irrigation components; electrical services; ISP lines; drain lines; septic tanks; drain fields; natural gas/propane; water lines.

II. Poor cultural practices and duty of care by client that lead to subpar environmental conditions and tree decline.

III. Weather events that include but are not limited to: drought; flooding; storm or wind damage.

• **Client responsibility**

Jobsite Access:

I. Residential site day of service: The client shall have all access points unlocked, vehicles and personal affects clear of work and access areas. Any delays incurred by AA due to the client not having work or access areas cleared and/or unlocked, will result in chargebacks to the client at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return service is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AA will make every good faith effort to work with client and complete scheduled work at time of service.

II. Commercial site day of service: The client shall notify all residents/tenants of scheduled arbor care services and have them park in designated areas away from work zones. Furthermore, the client shall have residents/tenants move personal affects and ensure all access points are unlocked to allow the AA crew(s) to move and work freely through multiple work zones, where applicable. If client fails to comply with the above and AA incurs delays, the client will be charged back at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return trip is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AA will make every good faith effort to work with client and complete scheduled work at time of service.

Payment:

I. To be paid upon completion unless otherwise stated.

II. AA will furnish a Notice to Owner (hereafter "NTO") per Florida Statute 713.06 to protect AA's lien rights in the event payment is not received within 40 calendar days.

Defects:

I. The client shall give AA a maximum of (30) days to correct any problem or defect discovered in the performance of the work outlined under this contract.

• **Disputes**

The Client and AA respectively, bind themselves, their affiliates and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the AA, their affiliates and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Termination:

I. Either party may terminate this engagement without cause 3 days prior to service date and in writing. On termination by either party to this Contract for Services, the Client shall immediately pay AA for the Services performed and for all expenses and other charges incurred by AA in providing the Services up to the date in which the engagement is terminated.

If either party breaches this engagement, the non-defaulting party may terminate this engagement in the event that the defaulting party fails to remedy the breach within 7 days of the default, pending receipt of a notice from the non-defaulting party demanding that the breach be remedied. In the event of termination of this engagement by AA under this paragraph, the Client shall immediately pay AA for the Services performed and all expenses and other charges incurred by AA in providing the Services up to the date in which the engagement is terminated.

Law and Venue:

I. AA operates and controls its Service activities from its offices located in the County of Hillsborough in the state of Florida. This Agreement shall be governed by the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. Client hereby waives any objection to personal jurisdiction in any proceeding before such courts and consent to personal jurisdiction in such courts. The laws of Florida shall govern the validity, interpretation, construction and performance of this contract.

Dispute Resolution:

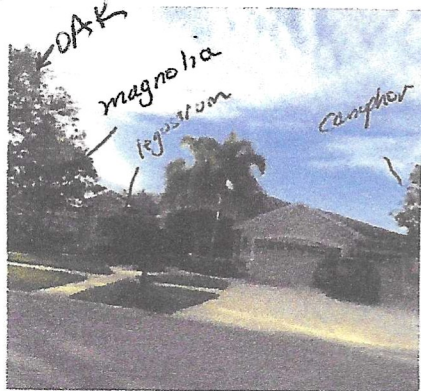
I. Mediation: Disputes arising under this agreement must first be mediated by a supreme court certified circuit civil mediator in Hillsborough County, Florida. The parties agree that the mediation shall occur within ninety (90) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that a Mediator from Cary R. Singletary, P.A. shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such pre-suit mediation.

II. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this agreement, the prevailing party shall be awarded reasonable attorney fees, and costs and expenses incurred.

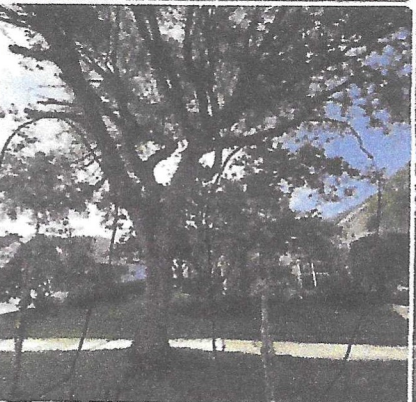
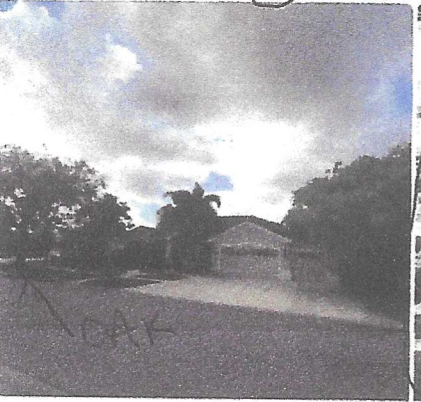
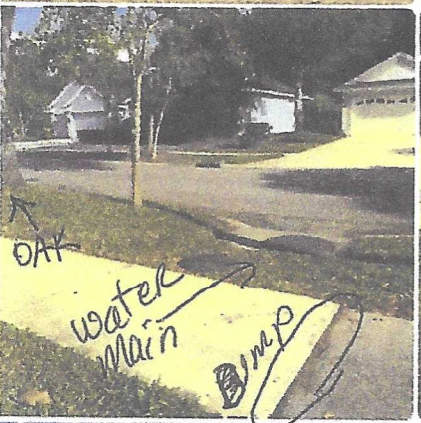
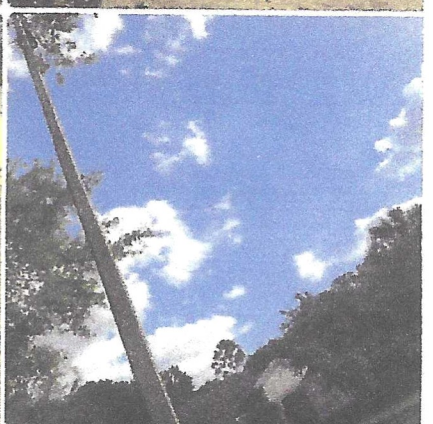
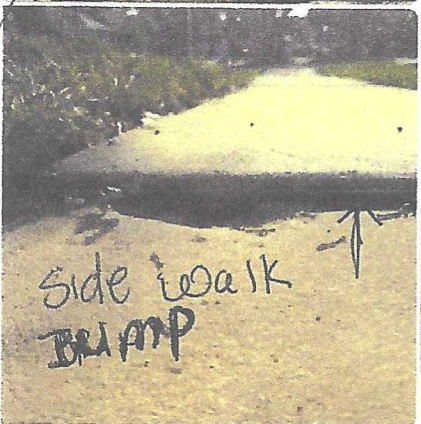
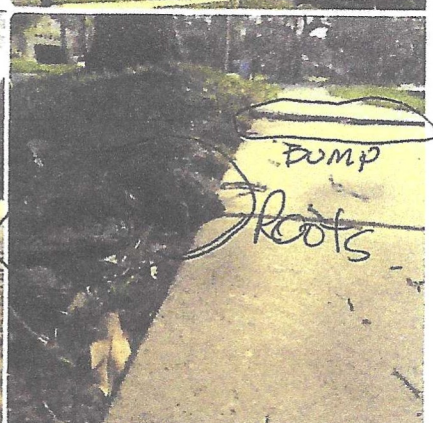
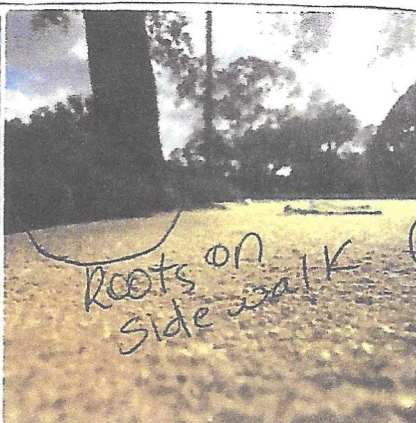
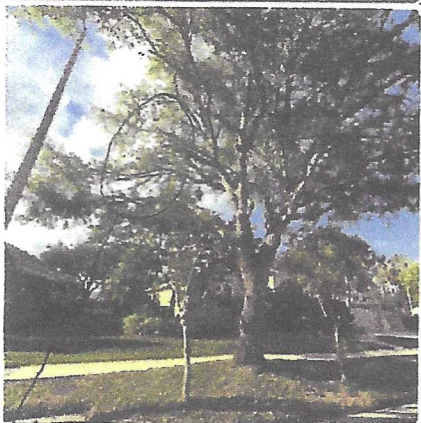
This proposed Contract for Services is submitted in good faith and it is understood that the contents of this Contract for Services herein shall not be distributed further or used as the basis for a competing bid by any other individuals or disclosed to any third parties.

10568 Greensprings

tree has been cut awkwardly to allow space for light pole



Light Pole



2 Hollys to Remain