

WESTWOOD OF PASCO

**COMMUNITY DEVELOPMENT
DISTRICT**

June 13, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Westwood of Pasco Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

June 6, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Westwood of Pasco Community Development District

Dear Board Members:

The Board of Supervisors of the Westwood of Pasco Community Development District will hold a Regular Meeting on June 13, 2025 at 1:00 p.m., or as soon thereafter as the matter may be heard, at Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558. The agenda is as follows:

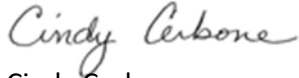
1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor, Michelle Guerrier [Seat 5] (*the following will be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

7. Consideration of Resolution 2025-03, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
9. Consideration of 813 Towing Service, LLC Towing Authorization Agreement
10. Ratification of Blue Water Aquatics, Inc., Aquatic Management Agreement
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of January 17, 2025 Special Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Tampa Civil Design, LLC*
 - C. Field Operations: *Folio Association Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - UPCOMING MEETINGS
 - July 23, 2025 at 9:00 AM
 - August 27, 2025 at 9:00 AM
 - September 24, 2025 at 9:00 AM
 - QUORUM CHECK

SEAT 1	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ANGELA MATHEWS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ETHEN BROADWATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ANNE MIZE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MICHELLE GUERRIER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

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**WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Westwood of Pasco Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Westwood of Pasco Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective January 17, 2025:

<u>Ryan Zook</u>	is elected Chair
<u>Anne Mize</u>	is elected Vice Chair
<u>Angela Mathews</u>	is elected Assistant Secretary
<u>Ethen Broadwater</u>	is elected Assistant Secretary
<u>Michelle Guerrier</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 17, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 17TH DAY OF JANUARY, 2025.

ATTEST:



Secretary/Assistant Secretary

**WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Westwood of Pasco Community Development District (“**District**”) prior to June 15, 2025, the proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 9:00 a.m.

LOCATION: Tampa Civil Design, LLC
17937 Hunting Bow Circle
Lutz, Florida 33558

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of June, 2025.

ATTEST:

**WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025/2026 proposed budget

Exhibit A
FY 2025/2026 proposed budget

[See attached]

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
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**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 9/30/2025	Total Actual & projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 446,612				\$446,586
Allowable discounts (4%)	(17,864)				(17,863)
Assessment levy: on-roll - net	428,748	\$ 427,830	\$ 918	\$ 428,748	428,723
Interest and miscellaneous	-	200	-	200	-
Total revenues	428,748	428,030	918	428,948	428,723
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	4,183	20,817	25,000	25,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	4,000	3,795	-	3,795	4,500
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
EMMA software service	1,000	1,000	-	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	193	307	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	651	1,099	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	6,500	5,351	-	5,351	6,600
Contingencies/bank charges	750	503	750	1,253	1,500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	210	-	210	210
Tax collector	8,932	8,700	232	8,932	8,932
Total professional & administrative	108,472	49,611	58,010	107,621	109,822

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 9/30/2025	Total Actual & projected	
Field operations					
Property insurance	50,000	15,798	5,000	20,798	25,000
Field operations management	19,500	8,175	6,500	14,675	19,500
Electricity-street light	35,000	16,200	16,200	32,400	35,000
Irrigation well maintenance	2,500	232	500	732	1,500
Lake maintenance	10,000	2,528	3,000	5,528	5,500
Monument maintenance	2,000	4,335	4,500	8,835	10,000
Sign maintenance	500	925	1,000	1,925	2,500
Fence maintenance	1,000	979	1,000	1,979	2,000
Wetlands maintenance	5,000	-	-	-	4,000
Contract-common area landscaping	80,000	42,510	45,000	87,510	95,000
Irrigation repairs	10,000	1,590	2,500	4,090	5,000
Mulch	15,000	9,425	10,000	19,425	17,500
Landscape/plant replacement	10,000	7,437	7,500	14,937	15,000
Tree trimming & removal	5,000	-	2,000	2,000	4,000
Amenity landscape	5,000	1,400	1,500	2,900	3,500
Clubhouse maintenance	1,200	-	1,000	1,000	1200
Janitorial	11,400	4,250	1,500	5,750	11,000
Pressure washing	3,000	825	1,000	1,825	1,500
Permits	500	-	500	500	1,000
Pool repairs & maintenance	1,200	-	1,200	1,200	1,200
Pool service contract	18,000	6,250	7,000	13,250	16,500
General maintenance	2,000	-	500	500	2,000
Gate maintenance contract	1,500	-	500	500	1,500
Gate phone/internet	1,200	-	600	600	1,500
Gate repairs	1,000	-	500	500	1,000
Amenity water/sewer	2,500	3,868	4,000	7,868	10000
Amenity electric	6,000	803	1,000	1,803	2,500
Miscellaneous	10,000	18,515	5,000	23,515	10,000
Cloud cover-music	276	-	276	276	500
Tot lot/dog park/basketball court	5,000	450	500	950	2,500
Electricity	2,500	2,909	3,000	5,909	7,500
Water-irrigation	2,500	-	1,000	1,000	2,500
Total field operations	320,276	149,404	135,276	284,680	318,900
Total expenditures	428,748	199,015	193,286	392,301	428,722
Net increase/(decrease) of fund balance	-	229,015	(192,368)	36,647	1
Fund balance - beginning (unaudited)	-	(17,584)	211,431	(17,584)	19,063
Committed					
Working capital	-	-	-	-	19,064
Unassigned	-	211,431	19,063	19,063	-
Fund balance - ending (projected)	\$ -	\$ 211,431	\$ 19,063	\$ 19,063	\$ 19,064

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are</p>	
EMMA software service	\$1,000
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,750
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,600
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	1,500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
<p>Hosting & maintenance</p>	
	705
<p>ADA compliance</p>	
	210
Tax collector	8,932

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Property insurance	25,000
Field operations management	19,500
Electricity-street light	35,000
Irrigation well maintenance	1,500
Lake maintenance	5,500
Monument maintenance	10,000
Sign maintenance	2,500
Fence maintenance	2,000
Wetlands maintenance	4,000
Contract-common area landscaping	95,000
Irrigation repairs	5,000
Mulch	17,500
Landscape/plant replacement	15,000
Tree trimming & removal	4,000
Amenity landscape	3,500
Clubhouse maintenance	1,200
Janitorial	11,000
Pressure washing	1,500
Permits	1,000
Pool repairs & maintenance	1,200
Pool service contract	16,500
General maintenance	2,000
Gate maintenance contract	1,500
Gate phone/internet	1,500
Gate repairs	1,000
Amenity water/sewer	10,000
Amenity electric	2,500
Miscellaneous	10,000
Cloud cover-music	500
Tot lot/dog park/basketball court	2,500
Electricity	7,500
Water-irrigation	2,500
Total expenditures	<u><u>\$428,722</u></u>

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures	Proposed Budget FY 2026
REVENUES					
Special assessment - on-roll	\$ 276,221				\$ 276,221
Allowable discounts (4%)	(11,049)				(11,049)
Assessment levy: net	265,172	\$ 264,605	\$ 567	\$ 265,172	265,172
Interest	-	3,764	-	3,764	-
Total revenues	265,172	268,369	567	268,936	265,172
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	60,000
Interest	202,368	101,184	101,184	202,368	199,824
Tax collector	5,524	5,288	236	5,524	5,524
Total expenditures	262,892	106,472	156,420	262,892	265,348
Excess/(deficiency) of revenues over/(under) expenditures	2,280	161,897	(155,853)	6,044	(176)
Fund balance:					
Beginning fund balance (unaudited)	169,683	174,198	336,095	174,198	180,242
Ending fund balance (projected)	\$ 171,963	\$ 336,095	\$ 180,242	\$ 180,242	180,066
Use of fund balance:					
Debt service reserve account balance (required)					(65,132)
Principal and Interest expense - November 1, 2026					(98,524)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 16,410

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			99,911.88	99,911.88	3,665,000.00
05/01/26	60,000.00	4.625%	99,911.88	159,911.88	3,605,000.00
11/01/26			98,524.38	98,524.38	3,605,000.00
05/01/27	60,000.00	4.625%	98,524.38	158,524.38	3,545,000.00
11/01/27			97,136.88	97,136.88	3,545,000.00
05/01/28	65,000.00	4.625%	97,136.88	162,136.88	3,480,000.00
11/01/28			95,633.75	95,633.75	3,480,000.00
05/01/29	70,000.00	4.625%	95,633.75	165,633.75	3,410,000.00
11/01/29			94,015.00	94,015.00	3,410,000.00
05/01/30	70,000.00	4.625%	94,015.00	164,015.00	3,340,000.00
11/01/30			92,396.25	92,396.25	3,340,000.00
05/01/31	75,000.00	5.400%	92,396.25	167,396.25	3,265,000.00
11/01/31			90,371.25	90,371.25	3,265,000.00
05/01/32	80,000.00	5.400%	90,371.25	170,371.25	3,185,000.00
11/01/32			88,211.25	88,211.25	3,185,000.00
05/01/33	85,000.00	5.400%	88,211.25	173,211.25	3,100,000.00
11/01/33			85,916.25	85,916.25	3,100,000.00
05/01/34	90,000.00	5.400%	85,916.25	175,916.25	3,010,000.00
11/01/34			83,486.25	83,486.25	3,010,000.00
05/01/35	90,000.00	5.400%	83,486.25	173,486.25	2,920,000.00
11/01/35			81,056.25	81,056.25	2,920,000.00
05/01/36	95,000.00	5.400%	81,056.25	176,056.25	2,825,000.00
11/01/36			78,491.25	78,491.25	2,825,000.00
05/01/37	105,000.00	5.400%	78,491.25	183,491.25	2,720,000.00
11/01/37			75,656.25	75,656.25	2,720,000.00
05/01/38	110,000.00	5.400%	75,656.25	185,656.25	2,610,000.00
11/01/38			72,686.25	72,686.25	2,610,000.00
05/01/39	115,000.00	5.400%	72,686.25	187,686.25	2,495,000.00
11/01/39			69,581.25	69,581.25	2,495,000.00
05/01/40	120,000.00	5.400%	69,581.25	189,581.25	2,375,000.00
11/01/40			66,341.25	66,341.25	2,375,000.00
05/01/41	130,000.00	5.400%	66,341.25	196,341.25	2,245,000.00
11/01/41			62,831.25	62,831.25	2,245,000.00
05/01/42	135,000.00	5.400%	62,831.25	197,831.25	2,110,000.00
11/01/42			59,186.25	59,186.25	2,110,000.00
05/01/43	140,000.00	5.400%	59,186.25	199,186.25	1,970,000.00
11/01/43			55,406.25	55,406.25	1,970,000.00
05/01/44	150,000.00	5.625%	55,406.25	205,406.25	1,820,000.00
11/01/44			51,187.50	51,187.50	1,820,000.00
05/01/45	160,000.00	5.625%	51,187.50	211,187.50	1,660,000.00
11/01/45			46,687.50	46,687.50	1,660,000.00
05/01/46	170,000.00	5.625%	46,687.50	216,687.50	1,490,000.00
11/01/46			41,906.25	41,906.25	1,490,000.00
05/01/47	180,000.00	5.625%	41,906.25	221,906.25	1,310,000.00
11/01/47			36,843.75	36,843.75	1,310,000.00

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	190,000.00	5.625%	36,843.75	226,843.75	1,120,000.00
11/01/48			31,500.00	31,500.00	1,120,000.00
05/01/49	200,000.00	5.625%	31,500.00	231,500.00	920,000.00
11/01/49			25,875.00	25,875.00	920,000.00
05/01/50	210,000.00	5.625%	25,875.00	235,875.00	710,000.00
11/01/50			19,968.75	19,968.75	710,000.00
05/01/51	225,000.00	5.625%	19,968.75	244,968.75	485,000.00
11/01/51			13,640.63	13,640.63	485,000.00
05/01/52	235,000.00	5.625%	13,640.63	248,640.63	250,000.00
11/01/52			7,031.25	7,031.25	250,000.00
05/01/53	250,000.00	5.625%	7,031.25	257,031.25	-
11/01/53			-	-	-
Total	3,665,000.00		3,642,960.04	7,307,960.04	

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
TH	325	\$1,374.11	\$849.91	\$2,224.02	\$2,224.10
Total	325				

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Westwood of Pasco Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of June, 2025.

ATTEST:

**WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	9:00 AM **
January 28, 2026	Regular Meeting	9:00 AM **
February 25, 2026	Regular Meeting	9:00 AM **
March 25, 2026	Regular Meeting	9:00 AM **
April 22, 2026	Regular Meeting	9:00 AM **
May 27, 2026	Regular Meeting	9:00 AM **
June 24, 2026	Regular Meeting	9:00 AM **
July 22, 2026	Regular Meeting	9:00 AM **
August 26, 2026	Regular Meeting	9:00 AM **
September 23, 2026	Regular Meeting	9:00 AM **
<i>**Meetings will convene immediately following the adjournment of the Towns at Woodsdale CDD meetings, scheduled to commence at 9:00 AM.</i>		

***Exception/Notes**

There will be no November or December meetings due to the holidays.

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-03

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Westwood of Pasco Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Pasco County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Westwood of Pasco Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT THAT:

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of June, 2025.

ATTEST:

**WESTWOOD OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/13/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WESTWOOD OF PASCO

COMMUNITY DEVELOPMENT DISTRICT

9

Towing Authorization Agreement

This Towing Authorization Agreement (this “**Agreement**”) is entered as of 04/25/2025, 2025, between the **Westwood of Pasco Community Development District**, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “**District**”) and **813 Towing Service, LLC** (“**Towing Operator**”).

Background Information:

The District desires to authorize the Towing Operator to tow any vehicles or vessels that are parked on District Property (as defined herein) in violation of the District’s *Amenity Facilities and Parking Rules, Policies and Fees* an excerpt of which is attached hereto as **Exhibit A (“Parking and Towing Policy”)**. The District is the owner of certain common areas that are located within the boundaries of the District as shown in the map prepared by the District attached to the Parking and Towing Policy (the “**District Property**”). This Agreement does not authorize towing on any other property within the District. The Towing Operator represents that it is regularly engaged in the business of towing vehicles or vessels, is authorized under Florida law and Pasco County regulations to tow vehicles or vessels, and that the Towing Operator abides by all applicable laws and regulations. Towing Operator has provided a proposal for services attached hereto as **Exhibit B** (the “**Towing Operator Proposal**”).

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Authorization to Tow.**
 - a. The District hereby authorizes the Towing Operator, only after complying with applicable laws and regulations, to remove any vehicles or vessels that are parked on District Property in violation of the District’s Parking and Towing Policy.
 - b. The Towing Operator is authorized to patrol the community (roam towing) for violations of the District’s Parking and Towing Policy.
 - c. Residents may contact the Towing Operator directly for any potential violations of the District’s Parking and Towing Policy.
 - d. The Towing Operator shall photograph or video the vehicle or vessel to sufficiently detail the violation for which the vehicle or vessel is being towed. The photographs or video shall be maintained by the Towing Operator for a minimum of six (6) months, or such longer period as may be required by law, and shall be produced upon request by the District or any law enforcement agency.
 - e. Upon towing/removal of a vehicle, such vehicle shall be stored by the Towing Operator within a ten (10) -mile radius of the point of the removal, and Towing Operator shall provide for public access to such storage facility as set forth in section 715.07, *Florida Statutes*.
3. **Compliance with Laws and Regulations.** The Towing Operator shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, or regulatory bodies, relating to the contemplated operations and services hereunder (including specifically sections 715.07 and 713.78, *Florida Statutes*, as they may be amended from time to time). Towing Operator will be responsible for any fines or penalties assessed against District as a result of any of the Towing Operator’s operations authorized under this Agreement.
4. **Signage.** The Towing Operator shall provide and install the signage required by applicable laws and

regulations.

5. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the towing services by the Towing Operator without monetary obligation. No fee will be paid to the Towing Operator by the District for services as outlined in this Agreement, including, but not limited to, the costs associated with the placement of signage or with providing personal notice as required by section 715.07, *Florida Statutes*. The Towing Operator shall ensure that all fees to be charged for towing and storage shall not exceed the amounts established by Pasco County.
6. **Manner of Performance and Care of Property.** Any towing shall be done, furnished, and performed in a workmanlike manner with the best management practices in the industry. Towing Operator shall use all due care to protect the property of the District, its residents, and landowners from damage.
7. **Term.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
8. **Termination.** Either party may terminate this Agreement at any time, without cause, with fifteen (15) days' written notice to the other party.
9. **Insurance.** The Towing Operator shall carry commercial general liability insurance of no less than \$1,000,000 and commercial automobile liability insurance of no less than \$1,000,000. The Towing Operator shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District and its stall, consultants, and supervisors as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Towing Operator will maintain Worker's Compensation insurance as required by law.
10. **Care of Property; Indemnification.** The Towing Operator shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. The Towing Operator, for and on behalf of itself, its agents, employees and assigns, and any person or entity claiming by, through or under them, shall indemnify and agree to defend and hold the District, its supervisors, agents and employees, harmless from any and all claims (including attorney's fees and costs) for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to, personal injury or death resulting in any way from or in any fashion arising from or connected with the execution of this Agreement, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to, including, but not limited to, the negligence, sole or concurrent, of the District, its agents or employees.
11. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 inure 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.

12. **Relationship Between the Parties.** It is understood that the Towing Operator is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Towing Operator and the District. The Towing Operator will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
13. **Chapter 287 Requirements.** Towing Operator acknowledges that, notwithstanding any other law or regulation that applies to this Agreement, the following provisions of Florida law ("Public Contracting Laws") apply to this Agreement:
 - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
 - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
 - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
 - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
 - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

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

14. **Public Records.** As required under section 119.0701, *Florida Statutes*, Towing Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost 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, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Towing Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Towing Operator acknowledges that the designated public records custodian for the District is Andrew Kantarzhi ("Public Records Custodian").

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT (561) 571-0010, KANTARZHIA@WHHASSOCIATES.COM,
AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

15. **Governing Law and Venue.** This Agreement is governed under the laws of the State of Florida with venue in Pasco County, Florida.
16. **Enforcement of Agreement.** In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.
17. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
18. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Towing Operator as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
21. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

A. If to the District:

Westwood of Pasco
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
Tel: 561-571-0010
Email: kantarzhia@whhassociates.com

With a copy to:

Folio Association Management
12906 Tampa Oaks Boulevard, Suite 100
Temple Terrace, Florida 33637
Attn: Field Manager
Tel: (813)993-4000
Email: Westwood@folioam.com

With a copy to:

Kutak Rock LLP

107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

813 Towing Service, LLC
4405 E. 21st Avenue
Tampa, Florida 33605
Attn: Kris Grau

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

22. **Authorization.** 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
23. **Severability.** Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby, and the illegal part, term or provision shall be deemed not part of this Agreement.
24. **E-Verify.**
 - a. The Towing Operator shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Towing Operator 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 District may terminate this Agreement immediately for cause if there is a good faith belief that the Towing Operator has knowingly violated section 448.09(1), *Florida Statutes*.
 - b. If the Towing Operator anticipates entering into agreements with a subcontractor for the services provided under this Agreement, Towing Operator 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. Towing Operator shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.
 - c. In the event that the District has a good faith belief that a subcontractor has knowingly violated section 448.095, *Florida Statutes*, but the Towing Operator has otherwise complied with its obligations hereunder, the District shall promptly notify the Towing Operator. The Towing Operator agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Towing

Operator or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

25. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement will control over provisions in any exhibit.

813 Towing Service, LLC

Kris Grau

Name: _____ Kris Grau

Title: _____ Owner / Operator

Westwood of Pasco

Community Development District

Name: _____

Chair of the Board of Supervisors

Exhibit A: Parking and Towing Policy

Exhibit A: Towing Operator Proposal

Exhibit A

Parking and Towing Policy

**AMENITY FACILITIES AND PARKING RULES,
POLICIES AND FEES

OF THE

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT**

Adopted October 23, 2024

RULES AND POLICIES RELATING TO PARKING

- (1) **Introduction:** This Rule authorizes parking in designated areas and the towing/removal of unauthorized vehicles and vessels parked on District property designated as Tow-Away Zones, which are identified on **Exhibit D** attached hereto.
- (2) **Designated Parking Areas:** Vehicles and vessels may be parked on District property only as set forth below:

- a. **DISTRICT AND COUNTY ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Sections 70 and 106, Pasco County Code of Ordinances, for laws related to authorized and unauthorized parking of vehicles or vessels on District and County property including roadways.
- b. **AMENITIES AREAS.** Vehicle parking is permitted for Patrons, Guests and District Staff, employees and vendors/consultants in the parking spaces of the parking lot of the amenity center only during the hours set forth below. **ABSENT AN APPLICABLE EXCEPTION AS SET FORTH HEREIN, THERE IS NO PARKING IN THE AREAS IDENTIFIED BELOW EXCEPT WITHIN THE STATED HOURS:**

AMENITY PARKING AREA	PERMITTED HOURS
Amenity Center Parking Lot	Dawn to Dusk

- c. **OTHER DISTRICT PROPERTY.** Vehicle parking is permitted for District Staff, employees and vendors/consultants only, in relation to active projects or construction/maintenance-related activities. No other parking is permitted in these areas at any time.
- (3) **Establishment of Tow-Away Zone.**
- a. **DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section (2) herein, either entirely or during specific hours, is identified in **Exhibit D** attached hereto, and is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which such parking is prohibited.
 - b. **DISTRICT AND COUNTY ROADWAYS.** In the event that Patrons or Guests are parking on District or County roadways in contravention of state law and/or local ordinances, the District Manager shall contact the Pasco County Sheriff's Office to enforce such parking regulations

(4) **Exceptions.**

- a. **DISTRICT STAFF/EMPLOYEES.** District Staff and employees may park vehicles without charge in the Amenity Parking Area after the hours set forth in Section (2) in order to facilitate District business.
- b. **VENDORS/CONTRACTORS.** The District Manager may authorize vendors/consultants in writing to park company vehicles without charge and in order to facilitate District business. All vehicles so authorized must be identified by a vendor window pass or have company vehicle signage clearly visible.

(5) **Towing/Removal Procedures.**

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section (3) herein, and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.
- b. **TOWING AND REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager must verify that the subject vehicle or vessel was not authorized to park under this Rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.

(6) **Parking at Your Own Risk.** Vehicles or vessels may be parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or vehicles or vessels.

(7) **Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28, *Florida Statutes*, or applicable statutes or law.

Map of Tow Away Zones



CDD EXHIBIT

**Exhibit B
Towing Operator Proposal**

813 TOWING SERVICE, LLC

4405 E 21st Ave. Tampa, FL 33605 5936 Land O Lakes Blvd. Land O Lakes, FL 34638 2100 Paul S Buchman Hwy. Zephyrhills, FL 33540
724 14th St. Wimauma, FL 33598

**AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS
PURSUANT TO FLORIDA STATUTES §§715.07 & 713.78**

Whereas the landowner and/or agent of the landowner wants 813 Towing Service, LLC to be the exclusive operator of towing on its premises; and

Whereas 813 Towing Service, LLC wants to be the exclusive operator of towing on the landowner's premises; the parties agree as follows:

This agreement is entered on this 24 day of April 2025, between 813 Towing Service, LLC (hereinafter "813"), located at 5936 land O lakes blvd land, and O-lakes fl, (name of condominium or apartment association, hereinafter "CLIENT") the address of the property to which this agreement refers to being located at _____.

This agreement gives 813 the authority to enter upon the property referenced above to remove vehicles that are unauthorized, abandoned, illegally parked or inoperable pursuant to the CLIENT'S, property owner's, Board of Director's, or property management's instructions and requests.

CLIENT acknowledges that CLIENT has provided all tenants, guests, and business invitees with copies of any rules and regulations regarding parking rules to include tenant parking, guest parking, illegal parking, improper parking, parking restrictions, or after-hours parking, and understands that Florida Statutes §§ 715.07 and 713.78, as well as other local/county ordinances, may govern these towing services.

The exclusive use of 813 as the towing service for this property named above shall commence on the 25 day of April, 2025, and this agreement shall remain in full force and effect until such time as the parties agree to terminate this agreement.

Any changes in parking enforcement procedures not included in this agreement and/or addendum must be faxed or emailed to 813. Improper notice of any such changes will not result in any liability to 813.

Authorized Names:

Main Contact: Wayne Faison Title: LCAM Telephone (813)285-9676

Email: westwood@folioam.com

Contact: Andrew Kantarzhia Title: CDD District Manager Telephone: 561-571-0010

Email: kantarzhia@whhassociates.com

LEGAL JURISDICTION: (CIRCLE ONE)

HILLSBOROUGH COUNTY SHERIFF'S OFFICE, TAMPA POLICE DEPARTMENT,
TEMPLE TERRACE POLICE, PASCO COUNTY SHERIFF'S OFFICE, PINELLAS COUNTY SHERIFF'S OFFICE, CLEARWATER
POLICE DEPARTMENT, ST. PETERSBURG POLICE DEPARTMENT

**PLEASE PLACE C or P NEXT TO THE SERVICE TYPE
FOR WHICH VEHICLES MAY BE TOWED.**

C: The property Calls in to tow company for vehicle removal when needed. P: The towing company Patrols and removes violations.

For Patrol Start Enforcement Time 9:00 PM Stop Enforcement Time 6:00 AM

1. N/A No valid permit, no valid resident, tenant, or expired visitors permit.
2. P Tow away zone, sign posted and/or pavement markings.
3. C Abandoned/inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, broken or missing windows, wheels, minor or major parts.
4. P No vehicle registration stickers on the vehicle.
5. P Expired Registration Sticker. The license plate does not match the vehicle.
6. P Vehicle parked in a designated fire lane.
7. C Management request and abandoned vehicle removal.
8. P Vehicle wrecked or inoperable.
9. P No tractor, trailer, or large vehicle (over 1 ton).
10. No commercial vehicles with writing or advertising signage displayed in or on the vehicle unless authorized by the office.
11. C Vehicles parked on grass, off pavement, or landscaping.
12. P Vehicles parked in handicap space, ramp or unloading zone with no handicap permit.
13. P Vehicle blocking or parking on isle or roadway.
14. P Guest parking on the community longer than 1 days.
15. P Hindering access. Blocking dumpsters, building entrances, loading docks or zones, etc.
16. P Vehicle taking up more than one parking space or parked over the line. The tire must be completely over the line.
17. C Vehicle is displaying a "for sale" sign.
18. P Vehicle parked in a reserved or assigned parking space.
19. P Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
20. P Vehicle is parked on property where posted "NOPARKING".
21. P Vehicle is parked on the sidewalk.
22. P Double parked behind another vehicle.
23. N/A No backing into parking space.
24. P No parking over the sidewalk.
25. P Residents parked in visitor parking.
26. P Vehicles parked in maintenance parking.
27. N/A Vehicle parked in charging station

Authorized Signature _____

PROPERTY MANAGER

DATE

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS



Aquatic Management Agreement

This Agreement, with an agreed upon service start date of **December 1, 2023**, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Westwood of Pasco CDD** (Hereinafter the “Customer”), 2300 Glades Road, #410W, Boca Raton, FL 33431.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(8) Waterways 8,600 Linear Feet 11.23 Surface Acres @ NWL

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ Monthly Maintenance Program for Aquatic Weeds/Algae	\$500.00/month
⇒ Invasive Non-Native Plant Control	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Inspection of Outflow Structures	Included
⇒ Pond Dye program (<i>Where Needed</i>)	Included
⇒ Water Testing (<i>See Addendum</i>)	Included
⇒ Monthly Service Reporting	Included
⇒ Aquatics Consulting	Included

Total Yearly Contract Amount Pond / Waterway Maintenance	\$6,000.00/year
---	------------------------

Pond Maintenance - Twelve (12) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time. Blue Water Aquatics shall not be liable for any delay in performing the services, nor liable for any failure to provide the services, due to any cause beyond its reasonable control.

Westwood of Pasco CDD- WWM 11-24-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com



Third Party Fees: Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals. Customer agrees to reimburse Blue Water Aquatics for any Waiver of Subordination fees.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Disclaimer: While Blue Water Aquatics makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work. Such conditions may result in additional time or material costs that exceed this contract pricing. Should this occur, the Customer will be notified of these unforeseen circumstances or conditions and what the anticipated costs may be.

By signing this Agreement, the Customer acknowledges that they have informed Blue Water Aquatics of all known and relevant current site conditions that would be reasonable to successfully complete the contracted work. (Possible conditions may include site access, site parking, staging areas, fencing, obstructions, irrigation being drawn from pond(s) or gate codes.)

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon termination of this Agreement, Blue

Westwood of Pasco CDD- WWM 11-24-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com



Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

E-Verify: Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

Virgil Stoltz, VP/General Manager
Blue Water Aquatics, Inc.

Customer Signature

Ryan Zook- BOD Chair

Printed Name & Title

11/27/2023

Date

1/11/24

Date

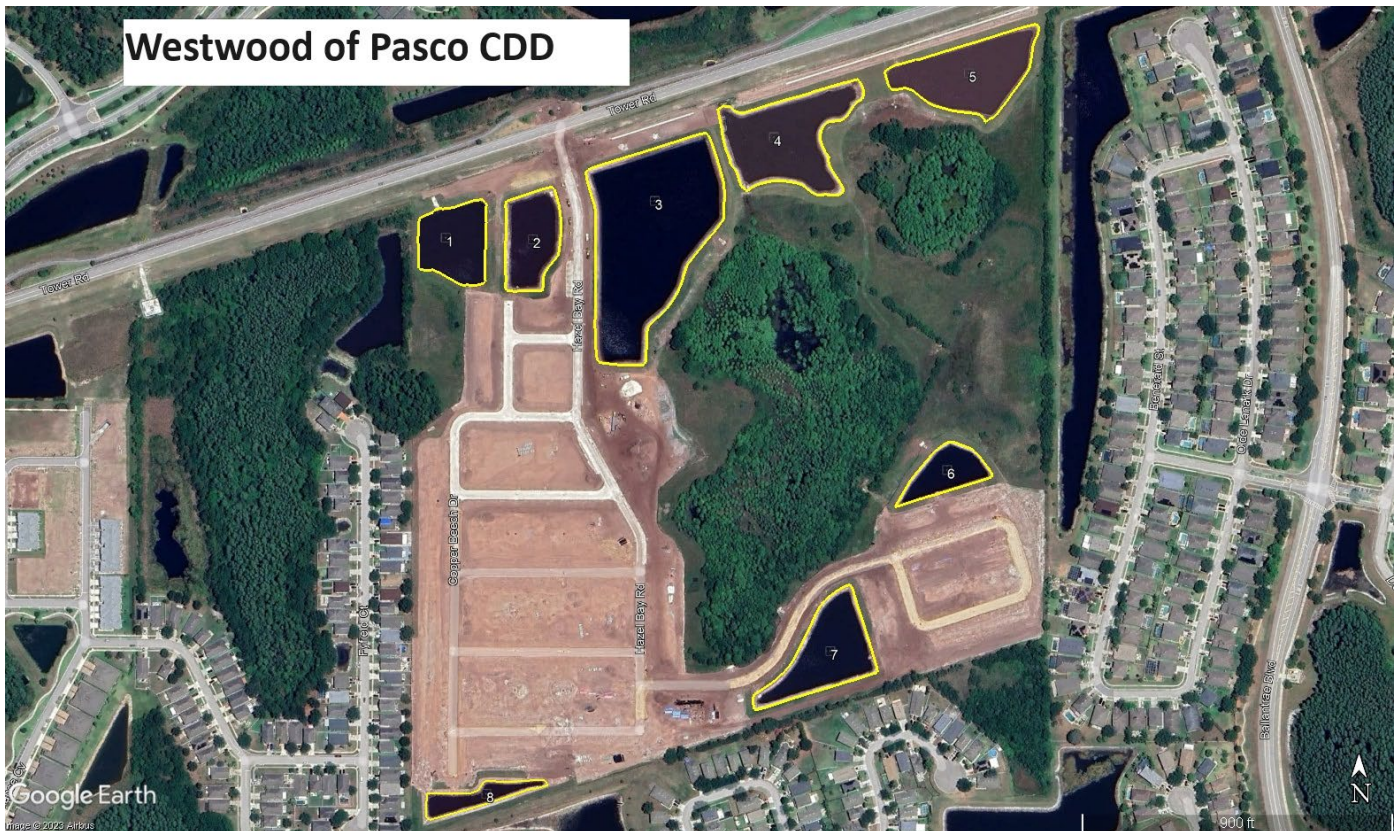
Westwood of Pasco CDD- WWM 11-24-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

Survey Sheet
WESTWOOD OF PASCO CDD
Site & GEP Surveyed

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
1	790	0.91
2	820	0.92
3	1,800	3.99
4	1,400	1.86
5	1,155	1.30
6	710	0.57
7	1,115	1.30
8	810	0.38
Total	8,600	11.23

Site Map



Westwood of Pasco CDD- WWM 11-24-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
 Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 274,857	\$ -	\$ -	\$ 274,857
Investments				
Revenue	-	270,893	-	270,893
Reserve	-	65,132	-	65,132
Prepayment	-	827	-	827
Interest	-	370	-	370
Construction	-	-	14	14
Due from Developer	58,805	-	-	58,805
Undeposited Funds	600	-	-	600
Utility deposit	4,514	-	-	4,514
Due from general fund	-	-	89	89
Total assets	<u>\$ 338,776</u>	<u>\$ 337,222</u>	<u>\$ 103</u>	<u>\$ 676,101</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 10,272	\$ -	\$ 89	\$ 10,361
Due to Landowner	9	-	9,144	9,153
Due to capital projects fund	89	-	-	89
Landowner advance	51,000	-	-	51,000
Event deposit	500	-	-	500
Total liabilities	<u>61,870</u>	<u>-</u>	<u>9,233</u>	<u>71,103</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred revenue	<u>58,806</u>	<u>-</u>	<u>-</u>	<u>58,806</u>
Total deferred inflows of resources	<u>58,806</u>	<u>-</u>	<u>-</u>	<u>58,806</u>
Fund balances:				
Restricted				
Debt service	-	337,222	-	337,222
Capital projects	-	-	(9,130)	(9,130)
Unassigned	<u>218,100</u>	<u>-</u>	<u>-</u>	<u>218,100</u>
Total fund balances	<u>218,100</u>	<u>337,222</u>	<u>(9,130)</u>	<u>546,192</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 338,776</u>	<u>\$ 337,222</u>	<u>\$ 103</u>	<u>\$ 676,101</u>

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 427,830	\$ 428,748	100%
Landowner contribution	-	30,285	-	N/A
Interest and miscellaneous	100	300	-	N/A
Total revenues	<u>100</u>	<u>458,415</u>	<u>428,748</u>	107%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	5,625	31,250	48,000	65%
Legal	782	4,965	25,000	20%
Engineering	-	-	3,000	0%
Audit	-	3,795	4,000	95%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	583	1,000	58%
EMMA software service	-	1,000	1,000	100%
Trustee	-	-	5,500	0%
Telephone	17	117	200	59%
Postage	-	193	500	39%
Printing & binding	42	292	500	58%
Legal advertising	-	652	1,750	37%
Annual special district fee	-	175	175	100%
Insurance	-	5,351	6,500	82%
Contingencies/bank charges	81	584	750	78%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Property appraiser & tax collector	-	8,700	8,932	97%
Total professional & administrative	<u>6,630</u>	<u>57,867</u>	<u>108,472</u>	53%

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field Services				
Property insurance	-	15,798	50,000	32%
Field operations management	-	6,500	19,500	33%
Electricity-street light	2,700	18,900	35,000	54%
Irrigation well maintenance	-	232	2,500	9%
Lake maintenance	-	2,528	10,000	25%
Monument maintenance	850	5,184	2,000	259%
Sign maintenance	358	1,284	500	257%
Fence maintenance	-	979	1,000	98%
Wetlands maintenance	-	-	5,000	0%
Contract-common area landscaping	7,085	49,595	80,000	62%
Irrigation repairs	889	2,479	10,000	25%
Mulch	-	9,425	15,000	63%
Landscape/plant replacement	-	7,437	10,000	74%
Tree trimming & removal	-	-	5,000	0%
Amenity landscape	-	1,400	5,000	28%
Clubhouse maintenance	-	-	1,200	0%
Janitorial	850	5,100	11,400	45%
Pressure washing	-	825	3,000	28%
Permits	280	280	500	56%
Pool repairs & maintenance	-	-	1,200	0%
Pool service contract	2,500	8,750	18,000	49%
General maintenance	195	195	2,000	10%
Gate maintenance contract	-	-	1,500	0%
Gate phone/internet	613	613	1,200	51%
Gate repairs	-	-	1,000	0%
Amenity water/sewer	318	4,186	2,500	167%
Amenity electric	130	933	6,000	16%
Miscellaneous	-	18,515	10,000	185%
Cloud cover-music	-	-	276	0%
Tot lot/dog park/basketball court	75	525	5,000	11%
Electricity	292	3,201	2,500	128%
Water-irrigation	-	-	2,500	0%
Total field services	<u>17,135</u>	<u>164,864</u>	<u>320,276</u>	51%
Total expenditures	<u>23,765</u>	<u>222,731</u>	<u>428,748</u>	52%
Net change in fund balances	(23,665)	235,684	-	
Fund balances - beginning	<u>241,765</u>	<u>(17,584)</u>	-	
Fund balances - ending	<u>\$218,100</u>	<u>\$ 218,100</u>	<u>\$ -</u>	

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 264,605	\$ 265,172	100%
Interest	1,127	4,891	-	N/A
Total revenues	<u>1,127</u>	<u>269,496</u>	<u>-</u>	N/A
EXPENDITURES				
Principal	-	-	55,000	0%
Interest	-	101,184	202,368	50%
Total debt service	<u>-</u>	<u>101,184</u>	<u>257,368</u>	39%
Other fees & charges				
Tax collector	-	5,288	5,524	96%
Total other fees and charges	<u>-</u>	<u>5,288</u>	<u>5,524</u>	96%
Total expenditures	<u>-</u>	<u>106,472</u>	<u>262,892</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	1,127	163,024	(262,892)	
Fund balances - beginning	336,095	174,198	169,683	
Fund balances - ending	<u>\$ 337,222</u>	<u>\$ 337,222</u>	<u>\$ (93,209)</u>	

**WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 1,663
Interest	7	18
Total revenues	<u>7</u>	<u>1,681</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7	1,681
Fund balances - beginning	(9,137)	(10,811)
Fund balances - ending	<u>\$ (9,130)</u>	<u>\$ (9,130)</u>

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Westwood of Pasco Community Development District held a Special Meeting on January 17, 2025 at 9:00 a.m., or as soon thereafter as the matter could be heard, at Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558.

Present:

Ryan Zook	Chair
Anne Mize	Vice Chair
Ethen Broadwater	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Ryan Dugan (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 9:11 a.m. and stated that he administered the Oath of Office to Supervisors-Elect Ms. Anne Mize and Mr. Ethen Broadwater prior to the meeting; therefore, a quorum was established for today's meeting.

Supervisors Zook, Mize and Broadwater were present. Supervisor-Appointee Angela Mathews and Supervisor-Elect Guerrier were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisors [Ethen Broadwater - Seat 3, Ann Mize - Seat 4, Michelle Guerrier - Seat 5] (the following will be provided in a separate package)

This item was addressed during the First Order of Business.

Ms. Mize and Mr. Broadwater are familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2025-04 and recapped the results of the Landowners' Election, as follows:

Seat 3	Ethan Broadwater	249 votes	2-year term
Seat 4	Anne Mize	250 votes	4-year term
Seat 5	Michelle Guerrier	250 votes	4-year term

On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, Resolution 2025-04, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Administration of Oath of Office to Angela Mathews [Seat 2]

This item was deferred.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2025-01. Mr. Zook nominated the following:

Ryan Zook	Chair
Anne Mize	Vice Chair
Angela Mathews	Assistant Secretary
Ethen Broadwater	Assistant Secretary

79 Michelle Guerrier Assistant Secretary

80 No other nominations were made.

81 The following prior appointments by the Board remain unaffected by this Resolution:

82 Craig Wrathell Secretary

83 Cindy Cerbone Assistant Secretary

84 Andrew Kantarzhi Assistant Secretary

85 Craig Wrathell Treasurer

86 Jeff Pinder Assistant Treasurer

87

88 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor,**
89 **Resolution 2025-01, Electing, as nominated, and Removing Officers of the**
90 **District and Providing for an Effective Date, was adopted.**

91

92

93 **SEVENTH ORDER OF BUSINESS**

**Consider Termination of Field Operations
Manager Services with Access
Management**

96

97 Mr. Kantarzhi presented the draft termination letter to Access Management. It was
98 noted that the letter will be updated to reflect the termination date of February 28, 2025.

99

100 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the**
101 **termination of Field Operations Manager Services with Access Management,**
102 **and the Notice of Termination letter, as amended to reflect a termination date**
103 **of February 28, 2025, was approved.**

104

105

106 **EIGHTH ORDER OF BUSINESS**

**Consideration of Field Operations
Agreement**

107

108

109 Mr. Kantarzhi distributed the draft Field Operations Agreement between the CDD and
110 Home Encounter HECM, LLC, prepared by District Counsel.

111

112 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the Field**
113 **Operations Agreement between the CDD and Home Encounter HECM, LLC, was**
114 **approved.**

115

116

NINTH ORDER OF BUSINESS

**Presentation of Audited Financial Report
for the Fiscal Year Ended September 30,
2023, Prepared by Berger, Toombs, Elam,
Gaines & Frank**

Mr. Kantarzhi presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

**A. Consideration of Resolution 2025-05, Hereby Accepting the Audited Annual Financial
Report for the Fiscal Year Ended September 30, 2023**

**On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor,
Resolution 2025-05, Hereby Accepting the Audited Annual Financial Report for
the Fiscal Year Ended September 30, 2023, was adopted.**

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-03,
Designating the Location of the Local
District Records Office and Providing an
Effective Date**

This item was deferred.

ELEVENTH ORDER OF BUSINESS

**Ratification of Suncoast Pool Service
Agreement for Pool Cleaning Services**

**On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the
Suncoast Pool Service Agreement for Pool Cleaning Services, was ratified.**

TWELFTH ORDER OF BUSINESS

Discussion: Towing Agreement

Mr. Kantarzhi stated the Towing Agreement will be addressed in between meetings and will be presented for consideration at a future meeting.

THIRTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of November 30, 2024**

**On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the
Unaudited Financial Statements as of November 30, 2024, were accepted.**

FOURTEENTH ORDER OF BUSINESS**Approval of Minutes**

- A. October 23, 2024 Public Hearings and Regular Meeting**
- B. November 5, 2024 Landowners' Meeting**

On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the October 23, 2024 Public Hearings and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

FIFTEENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Tampa Civil Design, LLC**

There were no District Counsel or District Engineer reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC**

- **UPCOMING MEETINGS**

- **January 22, 2025 at 9:00 AM**
- **February 26, 2025 at 9:00 AM**

- **QUORUM CHECK**

The January 22, 2025 meeting will be canceled. It was noted that the next meeting will likely be held in April or May 2025.

SIXTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Mize and seconded by Mr. Broadwater, with all in favor, the meeting adjourned at 9:15 a.m.

195
196
197
198
199
200

Secretary/Assistant Secretary

Chair/Vice Chair

WESTWOOD OF PASCO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WESTWOOD OF PASCO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024	Regular Meeting	10:30 AM**
November 5, 2024	Landowners' Meeting	10:00 AM
January 17, 2025	Special Meeting	9:00 AM**
January 22, 2025 CANCELED	Regular Meeting	9:00 AM**
February 26, 2025 CANCELED	Regular Meeting	9:00 AM**
March 26, 2025 CANCELED	Regular Meeting	9:00 AM**
April 23, 2025 CANCELED	Regular Meeting	9:00 AM**
May 28, 2025 <i>Rescheduled to June 13, 2025</i>	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	9:00 AM**
June 13, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM***
June 25, 2025 CANCELED	Regular Meeting	9:00 AM**
July 23, 2025	Regular Meeting	9:00 AM**
August 27, 2025	Regular Meeting	9:00 AM**
September 24, 2025	Regular Meeting	9:00 AM**
<p>**Meetings will convene immediately following the adjournment of the Towns at Woodsdale CDD meetings, scheduled to commence at 9:00 AM.</p> <p>***Meetings will convene immediately following the adjournment of the Towns at Woodsdale CDD meetings, scheduled to commence at 1:00 PM.</p>		