



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
FEBRUARY 12, 2026
1:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.westvillagesid.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Commission Chambers
4970 City Hall Boulevard
North Port, Florida 34286
REGULAR BOARD MEETING
February 12, 2026
1:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Accept Resignation of Christine Masney.....Page 2
- D. Consider Appointment to Board Seat No. 4
- E. Establish Quorum
- F. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Discussion Regarding Public Decorum at Board Meetings.....Page 3
- H. Comments from the Public on All Agenda Items
- I. Approval of Minutes
 - 1. January 8, 2026 Regular Board Meeting Minutes.....Page 4
- J. **Unit of Development No. 1**
 - 1. Consider Ratification of Park Restroom Cleaning Services Agreement.....Page 12
- K. **Unit of Development No. 3**
 - 1. Consider Approval of 2026 Gran Paradiso Infrastructure Management, Operation, and Maintenance Agreement.....Page 26
- L. **Unit of Development No. 6**
 - 1. Discussion Regarding SWFWMD Phase 2 Water Shortage
- M. **Administrative Matters**
 - 1. District Engineer
 - 2. District Attorney
 - 3. District Operations Manager
 - 4. District Manager
- N. **Board Member Comments**
- O. **Adjourn**

NOTICE OF BOARD MEETING
WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors (Board) of the West Villages Improvement District (District) will hold a Board Meeting (Meeting) on February 12, 2026, at 1:00 P.M. via telephone communication and in the Commission Chambers located at 4970 City Hall Boulevard, North Port, Florida 34286.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for improvement districts. A copy of the agenda and information on how to access the telephone communication information for this meeting may be obtained by accessing the Districts website at www.westvillagesid.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (941) 244-2805, during normal business hours. This Meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the meeting. Any person desiring to provide public comments at such meeting must attend in person.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

Each person who decides to appeal any action taken at this Meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

William Crosley, District Manager
West Villages Improvement District
WEST VILLAGES IMPROVEMENT DISTRICT
www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 02/03/26

Christine Masney
Supervisor, West Villages Improvement District

February 4, 2026

Board of Supervisors
West Villages Improvement District

To the Board of Supervisors of the West Villages Improvement District:

I submit this letter as formal notice of my resignation from the West Villages Improvement District Board of Supervisors, effective Feb. 4, 2026.

This decision was made after careful consideration. I've valued my time on the Board of Supervisors and the important role the Board has in overseeing infrastructure and long-term planning for our community. This work is critical to the management and future of this community, and it deserves leadership that prioritizes collaboration, stability, and respect.

My resignation is not due to dissatisfaction with the mission of the District or the work itself. Rather, it is the result of ongoing challenges within the Board environment that have impacted the standards of professionalism and decorum expected of a public board.

Over the course of my tenure, Board dynamics have at times resulted in persistent conflict and legal matters involving the District. These issues became an ongoing disruption to the Board's work, including a lawsuit in which I was personally named due to my role as a supervisor. That experience placed an unreasonable professional and personal burden on me while carrying out the duties entrusted to this Board. While the litigation has now been resolved with the plaintiff voluntarily recanting and withdrawing all allegations against me, the circumstances that led to it significantly affected my ability to continue serving effectively.

Service on a public board carries an expectation of respect for the process. The WVVID Board is a governmental and business entity charged with making thoughtful, informed decisions for the benefit of the community it serves. When those standards are not consistently upheld by all Board members, it can materially interfere with the Board's ability to function effectively.

For these reasons, I have decided to resign from the Board. It has been an honor to serve the residents of the West Villages Improvement District. I respect the importance of this role and the responsibility it carries, and I appreciate the opportunity to have served the District during my tenure.

Respectfully,

A handwritten signature in cursive script that reads "Christine Masney". The signature is written in black ink and is positioned above the printed name and title.

Christine Masney
Supervisor, West Villages Improvement District

Remarks by WVID Chairman John Luczynski
Public Decorum at WVID Board of Supervisors Meetings
Draft: February 19, 2025

I'd like to take a few moments today to review the West Villages Improvement District public comment policy, specifically as it relates to public decorum during meetings and workshops.

The WVID policy includes guidelines governing decorum at public meetings and workshops, particularly when addressing the Board of Supervisors. However, outbursts during meetings made it clear it was not only necessary for the Board to review the policy but also take steps to ensure it is being properly enforced.

The policy, which was approved in 2016, definitively states:

- Community members wishing to speak must direct their comments to the Board as a whole, not a specific member of the Board or any staff member.
- No person, other than a Board member or staff member, can enter into a discussion with a public speaker while they are speaking, without the permission of the chairman or presiding officer.
- Speakers and attendees must refrain from disruptive behavior, making vulgar or threatening remarks, or launching personal attacks against the Board, staff or community members.

The WVID policy gives the chairman or presiding officer the discretion to remove attendees who disregard the rules from the meetings. In this scenario, the presiding officer may declare a recess and contact local law enforcement. If a person does not immediately leave the premise, the presiding officer may request that the person be placed under arrest.

The prevalence of disruptive behavior by some attendees has proven there is a need to strictly enforce the WVID public comment and public decorum policy. This includes adding a law enforcement presence, who will have the authority to remove attendees who have been deemed unruly and out of order.

The WVID Board of Supervisors encourages citizen participation and appreciates civil feedback from attendees.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 8, 2026**

A. CALL TO ORDER

The January 8, 2026, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 1:00 p.m. at 12260 Everglow Drive, Suite C-4 Venice, FL 34293.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on December 30, 2025.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum, and it was in order to proceed with the meeting:

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Christine Masney	Present in person
Supervisor	John Meisel	Absent

District Manager	William Crosley	Special District Services, Inc.
District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
District Operations Manager	Kyle Wilson	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Giacomo Licari	Stantec

Also presented was Erica Klevers of DCMC Partners.

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read aloud the public decorum policy.

E. COMMENTS FROM THE PUBLIC ON ALL AGENDA ITEMS

Paul Maloney provided comments regarding recent lawsuit settlements which are attached to these minutes.

Rich Bando noted that the GPPOA would conduct road resurfacing on private roads in February and suggested that the District and GPPOA coordinate those efforts with its upcoming project. Mr. Bando also stated that he wanted to thank the District staff for help and support of the first irrigation system inspection that occurred and stressed how good it was that everyone worked together for this first inspection and that additional inspections would continue in preparation of the hopeful and eventual water use permit modification that would allow irrigation water to flow in the community again.

F. APPROVAL OF MINUTES

1. November 13, 2025, Regular Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of the November 13, 2025, Regular Board Meeting, as presented.

2. November 24, 2025, Special Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of the November 24, 2025, Special Board Meeting, as presented.

3. December 3, 2025, Continued Special Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of the December 3, 2025, Continued Special Board Meeting, as presented.

G. UNIT OF DEVELOPMENT NO. 1

1. Consider Agreement Relative to WWTP ERC Reimbursement

Ms. Whelan noted that the District previously constructed the wastewater treatment plant (WWTP) which was funded by the master developer because the District, at the time of construction, did not have the funds on hand for that construction, subject to reimbursement from a combination a bond proceeds and Equivalent Residential Connections (ERCs) assignments pursuant to a separate utility agreement also with the City of North Port. She furthered that District staff and the master developer have been tracking the bond proceed and ERC reimbursements to ensure that the master developer was not inadvertently over-compensated for the cost of constructing the WWTP, and in 2025 the developer was fully compensated for the funds it had provided to the District for the construction of the wastewater treatment plant but pursuant to the relevant utility agreement with the City, continued to receive ERCs and will continue to receive ERCs in the future in excess of that construction cost. To ensure that the master developer is not compensated over and above what they funded for the construction, the District has prepared this agreement with the master developer whereby they will transmit, immediately, the value of any excess ERCs received in 2025 to the District, and on a quarterly basis going forward the master developer will continue to transmit the value of those ERCs to the District. That money will be held in a segregated account and used for future construction or expansion of water treatment plants or wastewater treatment plants pursuant to that original utility agreement. Ms. Whelan went on to explain that this agreement also contemplates that in the future if the master developer, pursuant to the terms of that utility agreement, elects to construct infrastructure on the District's behalf, that it will be subject to reimbursement partly from those segregated funds or partly from any future bond issuances that the Board may elect to do.

Chairman Luczynski commented that the District would start seeing costs trickle in pursuant to the utility agreement with the Peace River Water Authority for the additional 2,000,000 gallons per day of source water and asked that those costs all be accounted for. Chairman Luczynski also commented that the latest master plan update determined that it was time to begin the engineering for the wastewater treatment plant expansion which process will occur this year.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the agreement relative to WWTP ERC reimbursement, in substantial form.

2. Consider Ratification of Agreement for Roof Replacement

This agreement ratifies actions that was started by District staff to repair District owned monument roofs that were damaged by Hurricane Milton. The cost of the roof repair and replacements is \$46,995 which includes all materials and labor. The needed repairs and replacements being made are included in the FEMA submission where the District is seeking reimbursement for the insurance deductible. Materials that are being used are required to be similar in kind, however changes in color have been approved. Future painting of the monuments is also being considered.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously ratifying the agreement for roof replacement in the amount of \$46,995, as presented.

H. UNIT OF DEVELOPMENT NO. 3

1. Discussion Regarding Proposal for Roadway Resurfacing Project

Mr. Licari reported that back in November the District had sent a request for proposals from its existing pre-qualified contractors for the resurfacing of the portion of the District roads within the Gran Paradiso community. On December 28, 2025, the bids were opened and the lone bid received was from Ajax Paving Industries of Florida LLC in the amount of \$829,330.75. Mr. Licari stated that it was disappointing to only receive one bid but after reviewing the cost of the bid it was encouraging to see an approximate 30% reduction from the last bid for the same scope of work that had been received.

Chairman Luczynski stated that he was certain the residents in Gran Paradiso would be happy to hear about that and asked when the work could begin. Mr. Licari stated that after contacting Ajax they said the work could begin sometime in February. Chairman Luczynski asked if the projects that the District and the GPA were separately planning could be coordinated to limit exposure of ongoing roadwork to the residents. Mr. Crosley stated that efforts were made in communications with the Gran Paradiso POA to utilize the same contractor for both projects however, the POA made a determination to use a different contractor rather than Ajax.

2. Consider Resolution No. 2026-01 – Awarding Roadway Resurfacing Project

Resolution No. 2026-01 was presented, entitled:

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2026-01, as presented.

3. Consider Ratification of SWCA Agreement for Water Use Permit Modification

SWCA will collaborate with representatives of the District to modify Water Use Permit (WUP) No. 20-3872.026 to add irrigated acres associated with the Gran Paradiso residential development into the scope of the WUP. The cost of the modification will not exceed \$12,000, which will be paid from Unit 3 funds.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously ratifying the SWCA Agreement for the Water Use Permit Modification, as presented.

I. UNIT OF DEVELOPMENT NO. 6

1. Consider Ratification of Well 83 Electrical Services Construction Agreement

Mr. Licari stated that this agreement with Bravo Site Works LLC for electrical services was to connect permanent power to Weld Number 83. The cost of the electrical service for this agreement will not exceed \$20,188.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously ratifying the Well 83 Electrical Services Construction Agreement, as presented.

2. Consider Dewberry Work Authorization 2026-5 for Updates to Irrigation Model and Master Plan Update

Dewberry Engineers Inc. submitted this Work Authorization to provide the following updates and services for the Master Irrigation/Reclaim System for the District. These services are pursuant to the current agreement as follows: Master Irrigation System Model Update not to exceed \$62,000, Water Use Reporting Automation and Intelligence Dashboard not to exceed \$42,000, Master Irrigation System Pump Design and Connection Reviews not to exceed \$15,000 and Master Irrigation System Automation Evaluation not to exceed \$18,000.

Mr. Cranston asked if the salinity levels were being tracked from the well withdrawals. There was discussion regarding District operations related to water testing and salinity.

Chairman Luczynski commented that District Engineers were working with the City of North Port to determine the cost to direct roughly 1.8 million gallons per day of reclaimed water that is sent down a deep injection well where it is lost forever. The goal would be to direct the water to the District for irrigation, which would put reclaimed water at equal to or more than what is withdrawn from wells, and would allow for the mixing of water in the large irrigation ponds using less well water, which usually has significantly more salinity.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously authorizing the Dewberry Work Authorization 2026-5 for updates to irrigation model and master plan update, as presented.

3. Consider SWCA Agreement for General Irrigation Implementation Services

Mr. Crosley advised that this was an annual renewal with SWCA for collaboration with representatives of the District to provide General Hydrogeologic and Irrigation Program Services not to exceed \$65,000 through the 2025/2026 calendar year.

A **MOTION** was made by Mr. Luczynski, seconded by Mr. Lewis and passed unanimously approving the SWCA Agreement for General Irrigation Implementation Services for an amount not to exceed \$65,000 for the 2025/2026 calendar year, as presented.

J. UNIT OF DEVELOPMENT NO. 9

1. Consider Ratification of Cost-Share Agreement Relative to Roadway Construction Services

Mr. Licari noted that the developer was constructing a turn lane on West Villages Parkway at the western entrance of the Everly community. As a combination of the project it goes along with some long term District roadway widening, the traffic analysis engineer determined that a four lane roadway would not be necessary on the portion of West Villages Parkway south of the Wellen Park Golf and Country Club. With that in mind and in conjunction with the left turn lane project, the District will install a barrier curb around the median portion of the roadway and update the landscaping with the more permanent look similar to the work that was performed last year on Preto Boulevard. With this cost share agreement the District will be able to capitalize on the reduced pricing ability of Wellen Park Construction, LLLP. The District costs for this agreement is estimated at \$59,669 for the curb work. This project will be funded through already collected impact fees received from the City of North Port. There will be additional landscape expenses to the District not included in this agreement that are outside the scopes of this agreement.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously ratifying the Cost-Shre Agreement relative to Roadway Construction Services, as presented.

K. UNIT OF DEVELOPMENT NO. 10

1. Consider Resolution No. 2026-02 – Ratifying Bonds

Resolution No. 2026-02 was presented, entitled:

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2025 (ASSESSMENT AREA TWO); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2025 (ASSESSMENT AREA TWO); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan advised that in late 2025, the District closed on its Unit of Development 10 Series 2025 bonds. This resolution ratifies all of staff’s actions and signing of all of the closing certificates and other documents that were previously approved by the Board.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2026-02, as presented.

L. UNIT OF DEVELOPMENT NO. 11

1. Consider Resolution No. 2026-03 – Ratifying Bonds

Resolution No. 2026-03 was presented, entitled:

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), SERIES 2025 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), SERIES 2025 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan advised that in late 2025, the District closed on its Unit of Development 11 Series 2025 bonds. This resolution ratifies all of staff's actions and signing of all of the closing certificates and other documents that were previously approved by the Board.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2026-03, as presented.

M. UNIT OF DEVELOPMENT NO. 13

1. Consider Resolution No. 2026-04 – Ratifying Bonds

Resolution No. 2026-04 was presented, entitled:

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 13), SERIES 2025 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 13), SERIES 2025 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan advised that in late 2025, the District closed on its Unit of Development 13 Series 2025 bonds. This resolution ratifies all of staff's actions and signing of all of the closing certificates and other documents, that was previously approved by the Board.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2026-04, as presented.

N. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari had nothing further to report.

2. District Attorney

Ms. Whelan advised that the GPPOA/Lennar litigation and the GPPOA/master developer litigation had both been dismissed with prejudice. The GPPOA/WVID settlement agreement that the Board approved has been fully executed and the litigation stayed pursuant to the terms of the settlement agreement. District staff is working behind the scenes with the GPPOA collaboratively to make sure that once funds have been received pursuant to the settlement agreement, the District is in a position to timely submit the water use permit application to the Southwest Florida Water Management District.

3. District Operations' Manager

Mr. Wilson advised that the new advanced warning signs on West Villages Parkway (4) that flash yellow to indicate the upcoming roundabout were in transit and would be installed once received. In addition, the new temporary District office trailer will be operational sometime before the end of January. Currently the only hold up from moving in is the electrical power connection. The location is near the new high school (i.e., River Road/Manasota Beach Road).

Supervisor Lewis noted that the landscaping along West Villages Parkway looked poor. A prescheduled meeting with Brightview Landscape Services is scheduled for January 29, 2026, to discuss landscaping issues. Staff concurred and stated they were aware of the issues and have been working with Brightview on its performance, and that they would be prepared to discuss the matter further, along with recommendations, at the February Board meeting.

4. District Manager

Mr. Crosley reported that the next meeting was scheduled for 1:00 p.m. on February 12, 2026, at the City Hall Chambers Room.

Mr. Wodraska reported that Stefan Molnar had been promoted within to Assistant District Manager and acknowledged Stefan's work over the years. Mr. Wodraska also reported that an additional hire had been made. Austin Dunn was hired for the Operations Staff, more specifically to irrigation work.

O. BOARD MEMBER COMMENTS

Ms. Masney stated that due to severe drought conditions and direction from the City of North Port Fire Department, the planned fireworks display would not occur. A future date for the display was being planned.

P. ADJOURNMENT

There being no further business to be addressed by the Board, the January 8, 2026, Regular Board Meeting was adjourned at 1:57 p.m. on a **MOTION** made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND WESTWOOD INTERIOR CLEANING, INC. FOR
RESTROOM CLEANING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 1st day of February, 2026, (the “Effective Date”), by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 2004-456, Laws of Florida, as amended, and located within the City of North Port and Sarasota County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Westwood Interior Cleaning, Inc., a Florida corporation, with a mailing address of 6017 Pine Ridge Road, #175, Naples, Florida 34119 (the “Contractor”, and together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”); and

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

WHEREAS, the District owns, operates and maintains certain restroom facilities within the boundary of the District (the “Facilities”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide restroom cleaning services for the Facilities; and

WHEREAS, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “Services”); and

WHEREAS, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

WHEREAS, the District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF CONTRACTOR’S SERVICES.

- A.** The Contractor shall provide professional restroom cleaning services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto. The Services shall be provided as follows:

 - 1. Playmore Pavilion Restroom.** Interior cleaning will be two (2) days a week and exterior cleaning will be once a month.
 - 2. Station 87 Pavilion Restroom.** Interior cleaning will be four (4) days a week and exterior cleaning will be once a month.
- B.** The Contractor agrees, as an independent contractor, to perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of the Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- C.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and professional manner reasonably acceptable to the District. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of the Services satisfactorily completed and for materials actually incorporated into the Services.
- E.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in this **Section 2** unless the District, through an

authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

- G.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
- (1) The District hereby designates the District's Operations Manager to act as its representative.
 - (2) Upon request, the Contractor shall meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and other items.
- H.** The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Sixty-Five Dollars and Zero Cents (\$65.00)** for each interior cleaning and **Ninety-Five Dollars and Zero Cents (\$95.00)** for each exterior cleaning. The term of this Agreement shall be from February 1, 2026, through January 31, 2031, unless terminated earlier by either party in accordance with the provisions of this Agreement.
- B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to

services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - 2.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage

shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to the District:** West Villages Improvement District
2501A Burns Road

Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to:

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

B. If to the Contractor:

Westwood Interior Cleaning, Inc.
6017 Pine Ridge Road, #175
Naples, Florida 34119
Attn: _____

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

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Sarasota County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **William Crosley** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 244-2805; WCROSLEY@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, the Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

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

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 31. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Chairperson, Board of Supervisors

**WESTWOOD INTERIOR CLEANING,
INC.**

By: *Ken Monzon*

Its: Regional Operations Manager

Exhibit A: Scope of Services

Exhibit A

Scope of Services

General Cleaning:

1. **DUSTING:** All surfaces will be dusted. All wood surfaces will be dusted and polished to maintain a "new" appearance. All glass surfaces will be dusted and cleaned with Windex, or equivalent, to a streak-free shine. All lamps, knick-knacks, pictures and decorations will also be dusted as necessary to keep them dust free. Office desks will be cleaned and dusted when work papers are either off the desk or piled neatly as to not lose or disrupt work papers.
2. **KITCHENS:** All countertops and surfaces will be wiped down to maintain a clean appearance. All appliances will be kept in a clean and "new" appearance. All sinks will be wiped down and all chrome and brass will be polished.
3. **BATHROOMS:** All countertops and surfaces will be wiped down to maintain a clean appearance. The toilet will be kept clean, spotless and germ free. All sinks will be wiped down and all chrome and brass will be polished. Any mirrors will be cleaned and kept streak-free.
4. **FURNITURE:** Interior furniture will be vacuumed as needed to maintain a "new" appearance. Upon completion of cleaning, all chairs will be placed neatly around desks and tables.
5. **REMOVAL OF TRASH:** WESTWOOD INTERIOR CLEANING will remove and provide for the disposal of all office trash and new bags will be provided in model homes and replaced. Trash not in basket will not be removed unless clearly marked trash or in a predetermined location for trash.
6. **EXTERIOR:** WESTWOOD INTERIOR CLEANING will sweep off entry areas The entry areas will be de-cobbed as needed to keep down spider-webs.

7. MISCELLANEOUS: Windowsills and mini blinds will be kept dust free. Baseboards will be kept free from dust and dirt. Ceiling fans will be cleaned periodically to maintain a neat clean appearance. West Wood will communicate any problems with models to sales staff.

8. WESTWOOD INTERIOR CLEANING also honors the following guarantee:

a. Should a problem occur, WESTWOOD INTERIOR CLEANING will be out within 24 hours to correct the problem, GUARANTEED.

b. If you are not satisfied with a service provided by WESTWOOD INTERIOR CLEANING, and it is not corrected as stated above, you will not be billed for that service, GUARANTEED.

Exterior Cleaning / Pressure Washing

Exterior Cleaning of the Pavilion's to be completed once per month. Exterior Cleaning to include de-cobbing of building, spraying bleach and rust remover as needed to keep a clean appearance. Westwood will also spray a bug repellent where needed to help minimize bugs and cobwebs.

Pressure Washing billed at an additional cost.

Miscellaneous:

1. EMPLOYEE APPEARANCE: All employees shall wear uniforms in order to present a neat appearance, and to identify them to residents and to security.

2. HOURS: WESTWOOD INTERIOR CLEANING will provide service after hours as to not disturb normal business activities.

3. SECURITY: WESTWOOD INTERIOR CLEANING utilizes a number system for all keys so that at no time are keys identified by anything other than a number. Westwood staff cleans after hours and requires keys and alarm codes to safely enter the units.

4. UNUSUAL OCCURRENCES: In the event of unusual or unreasonable damage caused by vandalism, storms, fire, hurricane or acts of nature which are beyond the control of WESTWOOD INTERIOR CLEANING, the repair and replacement (if requested) of any items will be performed or contracted by WESTWOOD INTERIOR CLEANING as an additional expense based on a written proposal.

5. HOLIDAYS – Cleans that fall on one of the following holidays are charged at 1 ½

times the normal clean rate (Christmas Eve, Christmas Day, Thanksgiving Day and New Year's Eve)

Compensation:

West Villages Improvement District agrees to pay Westwood Interior Cleaning Inc a fee of \$65 per Interior Cleaning. \$95 per Exterior Cleaning

**2026 GRAN PARADISO INFRASTRUCTURE MANAGEMENT,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 12th day of February, 2026 (the “**Effective Date**”), by and between:

West Villages Improvement District, a local unit of special purpose government established pursuant to Chapter 189, *Florida Statutes*, whose address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

Gran Paradiso Property Owners Association, Inc., a Florida not-for-profit corporation, whose address is 20125 Galleria Boulevard, Venice, Florida 34293 (the “**Association**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to Chapter 189, *Florida Statutes* and Chapter 2004-456, *Laws of Florida*, as amended (collectively, the “**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has previously established “Unit of Development No. 3” which includes the Gran Paradiso residential community (the “**Development**”) in accordance with the Act; and

WHEREAS, the District presently owns various systems, facilities and infrastructure (the “**District Improvements**”) within the Development that are located on real property owned by the District (the “**District Tracts**,” and together with the District Improvements, the “**District Property**”), as identified on the attached **Exhibit A**, and graphically depicted on the attached **Exhibit B**, which are incorporated herein by this reference; and

WHEREAS, the District Property requires inspection, operation and/or maintenance services for which the District desires to retain an independent contractor; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements, facilities, and property within the Development; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, and in lieu of the District providing such services and imposing special assessments on landowners within the Development to recoup those costs, the District instead desires to contract with the Association to manage, operate, and maintain the District Property; and

WHEREAS, the District and the Association previously entered into that certain *Reinstatement of Maintenance Agreement For Unit of Development No. 3*, dated September 6, 2013 as amended from time to time (collectively, the “**Prior Agreement**”); and

WHEREAS, the District and the Association now desire to clarify the parties’ responsibilities thereunder and accordingly desire for the Prior Agreement to be rescinded and of no further force upon the execution hereof.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. GRANT OF EASEMENTS. The District hereby grants to the Association a non-exclusive easement for the term of this Agreement over, upon, under, through, and across the District Tracts described in **Exhibit A** for the sole purpose of facilitating the Association’s provision of the management, operation, and maintenance of the District Property.

SECTION 3. ASSOCIATION’S OBLIGATION.

A. General duties. The Association shall be solely responsible for all expenses, costs and liabilities that are associated with or arise out of the Association’s providing, or causing to be provided, the management, operation, and maintenance of the District Property by licensed contractors as set forth herein. The services shall be provided by the Association in a lawful, neat and professional manner in accordance with industry standards, and in compliance with the “Scope of Maintenance Services” attached hereto as **Exhibit C** and incorporated herein by this reference. The Association shall utilize qualified and experienced employees or contractors to provide the services with such frequency as is necessary and reasonable under the circumstances in order to ensure that the District Property is properly maintained and functions in accordance with its intended purpose.

B. Inspection. The Association shall conduct regular inspections of all District Property in accordance with the requirements of **Exhibit C**. In the event the Association discovers any irregularities or needs of repair to the District Property, the Association shall report same to the District Operations Manager and shall promptly correct, or cause to be corrected, any such irregularities or repairs.

C. Field Operations Reporting.

i. The Association shall contractually require vendors providing recurring monthly services to the Association relative to the District Property, including but not limited to its aquatic maintenance and landscape and

irrigation maintenance vendor(s), to prepare and provide to the Association a monthly written report addressing maintenance activities conducted during the prior month, including any recommended repairs and/or replacements of infrastructure or improvements. All such reports shall be forwarded to the District's Operations Manager within five (5) days of receipt of same.

- ii. The Association shall, on a monthly basis and by the tenth (10th) day of each month, provide a written report to the District's Operations Manager summarizing the management, operation, and maintenance activities conducted relative to the District Property by the Association or its vendors, along with any future anticipated management, operation, or maintenance activities. Such report shall separately address each infrastructure category identified in the attached **Exhibit C**.

D. Routine Repair and Maintenance. The Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation of the District Property, or as required under applicable government permits.

E. Emergency Repairs and Maintenance. The Association shall immediately notify the District Operations Manager or the District Engineer, as applicable, concerning the need for emergency repairs, but in any event within twelve (12) hours of its awareness of same.

- i. The Association, in consultation with the District Operations Manager and/or the District Engineer, as applicable, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District.
- ii. Alternatively, if emergency repairs are warranted and the Association has failed to timely or adequately remediate such repairs, as determined by the District in its sole and absolute discretion, the District reserves the right to coordinate such repairs at the Association's cost and expense. Emergency repairs may be made by the District without prior notice to the Association; provided, however, that the District Operations Manager shall use his best efforts to communicate the District's intent and/or completion of emergency repairs to the Association as soon as is practicable. Upon the conclusion of the emergency repairs, the Association shall thereafter resume the provision of the management, operation, and maintenance of the District Property. The Association shall remit payment to the District for the cost of such emergency repairs within seven (7) days of the receipt of an invoice for same.

F. Property Insurance; Investigation and Report of Accidents/Claims.

- I. *Staffing and Billing; Budgeting.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and maintenance of the District Property as set forth in this Agreement. Notwithstanding the foregoing, the Association shall annually provide the District with a copy of its adopted operations and maintenance budget relative to the District Property within seven (7) days of the Association's adoption of same. The Association shall not materially reduce the scope of the adopted operations and maintenance budget relative to the District Property without the consent of the District, which shall not be unreasonably withheld. Promptly upon the conclusion of the Association's fiscal year, and within seven (7) days of receipt of same by the Association, the Association shall annually provide the District with a copy of its financial statements identifying the actual costs of the management, operation, and maintenance of the District Property in the prior year.

- J. *Utilities.* The Association shall be solely responsible for the provision of payment of all utilities, including but not limited to electricity, water (i.e., irrigation water main or individual potable water services, as may be appropriate), sewer, telephone, trash collection, and trash disposal as necessary for the proper management, operation, and maintenance of the District Property.

- K. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement.

- L. *Coordination.* The Association agrees to meet with the District Operations Manager and other District representatives, as needed and requested by the District, to walk the property to discuss conditions, schedules, and items of concern regarding the management, operation, and maintenance of the District Property.

- M. *Permits and Licenses.* All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 4. TERM; TERMINATION.

- A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue indefinitely unless and until termination by either party in accordance with the terms of this Agreement.

- B.** The District shall have the right to terminate this Agreement, without cause, upon providing ninety (90) days' written notice of such termination to the Association. The Association shall have the right to terminate this Agreement, without cause, for the District's ensuing fiscal year¹ upon providing written notice to the District of such termination by April 1 of the current year so as to allow the District to account for such costs in its upcoming fiscal year operations and maintenance budget.
- C.** Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to the Association's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice ("**Notice Period**") detailing such alleged failure of the Association; provided, however, the Association shall have the right to cure any such alleged default or failure to perform on or before the expiration of such Notice Period. If the default is not reasonably curable within said Notice Period, the Association may request and obtain an extension of the Notice Period upon a good faith showing that it has and is currently attempting to diligently cure such default, which extension shall not be unreasonably withheld by the District. In the event the Association cures such alleged default or failure to perform during the Notice Period, this Agreement shall not be deemed terminated and shall continue in full force and effect.
- i.** The Association and the District recognize that the District only levies operations and maintenance special assessments once per year and that it will suffer financial and other losses if the Association defaults and/or fails to perform in accordance with the terms of this Agreement, and the District thereafter elects to oversee and fund the cost of the management, operation, and maintenance of the District Property, outside of its annual budgeting process. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the District elects to terminate the Agreement as a result of the Association's default or failure to perform in accordance with the terms of this Agreement. The District and the Association agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, the District and the Association agree that as liquidated damages (but not as a penalty), in the event that the District elects to terminate this Agreement in accordance with this Section 4(C), the Association shall pay to the District an amount equal to its budgeted amount for aquatic maintenance and landscape and irrigation maintenance services relative to the District Property for the remainder of the District's fiscal year as such amount is shown in the Association's adopted budget provided to the District pursuant to Section 3(I) herein (hereinafter, the "**Default Payment**"). The Default Payment shall be remitted to the District within

¹ For the avoidance of doubt, the District's fiscal year is from October 1 through September 30.

twenty-one (21) days of the District's notice of termination of the Agreement for cause pursuant to this Section 4(C).

- D.** In the event of any termination, the Association and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

SECTION 5. INSURANCE.

- A.** The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** Commercial General Liability Insurance covering legal liability, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
 - iii.** Automobile Liability Insurance in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, and its officers, agents, employees and staff, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association or its contractors fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- C.** The Association shall ensure that any contractors hired by it to conduct the management, operation, and maintenance activities set forth herein shall additionally maintain, at their own expense through the term of the provision of such services relative to the District Property, the insurance coverages set forth in Sections 5(A) herein. Further, any contractors providing pesticide, herbicide, or other chemical applications relative to the District Property shall additionally be required to maintain pollution liability insurance with limits of not less than \$1,000,000. Any such contractors shall additionally include the additional insureds as set forth in Section 5(B) herein.

SECTION 6.

- A.** The Association agrees to indemnify, defend and hold harmless the District and its officers, agents, employees and staff from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Association's management, operation, and maintenance activities, or lack thereof, relative to the District Property as contemplated in this Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** The Association shall require, by written contract, that any contractor hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, agents, employees and staff from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's management, operation, and maintenance activities, or lack thereof, relative to the District Property. For the avoidance of doubt, failure to obtain such written contract with any contractor, as applicable, shall be considered a breach of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: West Villages Improvement District
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association: Gran Paradiso Property Owners
Association, Inc.
20125 Galleria Boulevard
Venice, Florida 34293
Attn: _____

With a copy to:

Goede, Deboest & Cross PLLC
6609 Willow Park Drive, Suite 201
Naples, Florida 34109
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. 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.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 16. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 17. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 20. FINAL AGREEMENT; RESCISSION OF PRIOR AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement. Upon the Effective Date hereof, the Prior Agreement shall be rescinded and shall be of no further force and effect.

[Signatures on Next Page]

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

Attest:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

John Luczynski
Chairman, Board of Supervisors

GRAN PARADISO PROPERTY OWNERS ASSOCIATION, INC.

(Signature of Witness)

By: _____
Title: _____

- Exhibit A:** Description of the District Property
- Exhibit C:** Map of District Property
- Exhibit C:** Scope of Maintenance Services

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROPERTY

- Renaissance Boulevard, Prestigio Boulevard, and Galleria Boulevard (including but not limited to asphalt, curb and gutter, inlets, drainage pipes, and associated signage, sidewalks, and streetlights) which are located on: i) Tracts 408 and 409 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; and ii) Tract 407 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.
- Main entry gatehouse feature improvements at the intersection of Renaissance Boulevard and US Hwy 41 which are located on Tract 407 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.²
- Wetland/preserve/conservation area property which are located on: i) Tracts 103 through 117 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; and ii) Tracts 101 and 102 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.
- Stormwater management ponds and improvements which are located on: i) Tracts 228 through 258 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; ii) Tracts 201 through 227 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida; iii) Tracts 259 and 260 as identified on the *Gran Paradiso Townhomes 1A* plat, recorded at Plat Book 49, Page 8 in the Official Records of Sarasota County, Florida; iv) Tract 261 as identified on the *Gran Paradiso Townhomes 1B* plat, recorded at Plat Book 51, Page 175 in the Official Records of Sarasota County, Florida; v) that certain real property conveyed to the District by Instrument No. 2016145034 recorded in the Official Records of Sarasota County, Florida which constitutes a portion of Tract 311 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; and vi) that certain real property conveyed to the District by Instrument No. 2023111286 recorded in the Official Records of Sarasota County, Florida which constitutes a portion of Tract 312 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida.³
- Common area property which are located on: i) Tracts 704 through 748 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; and ii) Tracts 701 through 743 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.

² For the avoidance of doubt, the District Improvements do not include the back entry gate improvements located on Tract 409 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida, as these improvements are owned, operated and maintained by the Association.

³ For the avoidance of doubt, the District Improvements do not include the canal tract located on i) Tract 755 as identified on the *Gran Paradiso Townhomes 1B* plat, recorded at Plat Book 51, Page 175 in the Official Records of Sarasota County, Florida, or ii) that certain real property conveyed to the District by Instrument No. 2024151805 recorded in the Official Records of Sarasota County, Florida which constitutes a portion of Tract 312 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida, as these improvements will continue to be managed, operated, and maintained by the District.

- Recreation property which are located on: i) Tracts 506 through 508 as identified on the *Gran Paradiso Infrastructure* plat, recorded at Plat Book 47, Page 5 in the Official Records of Sarasota County, Florida; and ii) Tracts 501 through 505 as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.
- Gopher Tortoise preserve property as identified on the *Gran Paradiso Phase 1* plat, recorded at Plat Book 47, Page 6 in the Official Records of Sarasota County, Florida.
- All landscaping improvements located on the tracts listed above.
- All hardscaping improvements located on the tracts listed above.
- All irrigation improvements located on the tracts listed above, with the exception of the irrigation pumps/pump station, the management, operation, and maintenance of which shall remain the responsibility of the District.
- Multi-modal walking trail improvements located on the tracts listed above.

EXHIBIT C

SCOPE OF MAINTENANCE SERVICES

Renaissance Boulevard, Prestigio Boulevard, and Galleria Boulevard

- The Association shall provide for the maintenance, repair and/or replacement of asphalt, curb and gutter, curbs, inlets, drainage pipes, and associated signage and sidewalks relative to the subject roadways (the “Roadways”). Notwithstanding the foregoing, the District shall be responsible for the future resurfacing of such roadways, which shall be done at intervals as determined by the District in its sole discretion, and shall be responsible for budgeting any amounts necessary for such resurfacing activities.
- The Association shall ensure that streetlights along the Roadways are inspected at least two (2) times per month in order to ensure that such lighting system are functional, and for the maintenance, repair and/or replacement of all components of such streetlights, including but not limited to bulbs, poles, ballasts, wiring, controls, and electrical equipment.

Front Entry Gatehouse

- The Association shall provide for the maintenance, repair, and/or replacement of the main entry gatehouse components, including but not limited to exterior gatehouse improvements, interior gatehouse improvements, the gate, gate controller, controller software, and any technology or other services needed to ensure public access to the Development through its main entry.
- The Association shall ensure that the main entry gatehouse exterior lighting components are inspected at least two (2) times per month in order to ensure that such lighting system are functional, and for the maintenance, repair and/or replacement of all components of such lighting, including but not limited to bulbs, poles, ballasts, wiring, controls, and electrical equipment.
- The Association shall be responsible for the provision of all personnel and equipment necessary for the efficient operation of the main entry gatehouse, including but not limited to gatehouse personnel. The Association shall ensure compliance by the gatehouse personnel of the District’s *Gate Operation Policies*, adopted March 9, 2017, as amended from time to time by the District in its sole discretion in order to afford access to the Development and the District Property located therein by members of the public pursuant to State and Federal law.

Wetland/Preserve/Conservation/Mitigation Area Property

- The Association shall be responsible for the provision of maintenance, repair, and/or replacement of the wetland, preserve and conservation area property (collectively, the “**Protected Property**”).
- The Association shall be responsible for the provision of maintenance services such that the Protected Property shall remain in compliance with the approved Environmental Resource Permit issued by the Southwest Florida Water Management District, and the wetland permit issued by the US Army Corps of Engineers (collectively, the “**Wetland Permits**”) for such property. Maintenance activities shall be conducted at bi-monthly intervals (i.e. six (6) times per year).
- The Association shall be responsible for the provision of required monitoring events for the wetland mitigation areas which shall be conducted in accordance with the Wetland Permits. The draft monitoring report to be submitted in conjunction with the monitoring event shall be presented to the District Engineer for review prior to submittal. The mitigation areas shall be monitored on a

semi-annual schedule with two (2) events per year until the permit success criteria set forth in the Wetland Permits is achieved.

- The Association shall use its best efforts to complete wetland mitigation to achieve successful criteria, pursuant to the requirements of the Wetland Permits, within a two (2) year period of the Effective Date of this Agreement.

Stormwater Management Ponds and Drainage Improvements

- The Association shall provide for the maintenance, repair, and/or replacement of the stormwater management ponds, including but not limited to ponds, drainage ditches, marches, and dry sumps (collectively, the “**Ponds**”) and associated drainage improvements, including but not limited to drainage pipes, culverts and other improvements.
- The Association shall conduct bi-weekly inspections and perform all necessary herbicidal and manual maintenance activities relative to the Ponds in order to accomplish control of target exotic/invasive or undesirable plant material (including but not limited to torpedo grass, cattails, alligator weed, hydrilla, and algae) (hereinafter, “**Nuisance Weeds**”) in accordance with local, state, and federal law. Maintenance activities shall be conducted as necessary to maintain a minimum of ninety-five (95%) percent control of all Nuisance Weeds; provided that for any Pond in which the Nuisance Weeds exceeds fifteen (15%) percent of any one-hundred (100) square foot section or is greater than 2.5 feet tall, the Association shall manually remove such material.
- The Association shall conduct monthly inspections and perform necessary maintenance activities on the planted littoral shelves within the Ponds. Regularly-scheduled littoral zone maintenance activities shall be conducted at bi-monthly intervals (i.e. six (6) times per year) to enhance growth of the beneficial native species and to preclude growth of Nuisance Weeds.
- The Association shall select the most effective and environmentally safe herbicides and application techniques and shall ensure that such work is conducted in a manner so as to protect and minimize any damage to non-target areas. The Association shall ensure herbicides are utilized in accordance with applicable local, state, and federal law as well as in accordance with the product manufacturers’ label. In the event that a particular herbicide is banned by a governmental regulatory agency with jurisdiction over the Ponds, the Association shall immediately stop the use of such herbicide. In order to ensure proper application of herbicides, at least one holder of a Florida Aquatic Pesticide License shall be present for every maintenance crew utilizing pesticides in the Ponds. Further, all herbicide application equipment (i.e. trucks, boats and sprayers) shall be kept in good working order, condition, and appearance at all times, and the District shall have the right to inspect such equipment and to approve their use. The Association shall be solely liable for any penalty, fine or damages resulting from the misuse or improper application of herbicides.
- For any Pond in which dead plant material exceeds fifteen (15%) percent of any one-hundred (100) square foot section, the Association shall remove and properly dispose of the dead material. Vegetation removed from the Ponds shall be removed from the Development within two (2) days and shall not remain on-site over the weekend. If the District determines that such plant material has died due to Association’s improper use of herbicides, Association shall be responsible for replanting such areas at its own cost and expense.
- Prior to launching any boat or trailer into the Ponds, such vessel shall be inspected for the presence of Nuisance Weeds which shall be removed prior to launch in order to ensure that such plants are not introduced into the Ponds.
- The Association shall immediately notify the District Operations Manager of any fish kills in the Ponds, or in any event within twelve (12) hours of its knowledge of same. The Association shall be liable for fish kills that are a direct result of aquatic plant control activities.

Gopher Tortoise Preserve Property

- The Association shall provide the necessary monitoring and maintenance services such that the property shall remain in compliance with the approved Natural Resources Management Plan (the “**Plan**”) approved by the Florida Fish and Wildlife Conservation Commission (“**FWC**”) for such property. Maintenance activities shall be conducted at 3-year intervals to maintain a minimum of thirty (30%) percent total ground area clear of saw palmetto or other shrubs and to promote herbaceous vegetation growth.
- Maintenance activities shall be conducted by a combination of mechanical treatment (i.e. selective tree thinning, mowing, roller-chopping or bush hogging) and selective hand clearing, as is necessary to comply with the Plan. The Association shall not utilize prescribed burns to maintain the property unless approved in writing by the Operations Manager.
- Prior to initiating any maintenance activity, a habitat evaluation report shall be performed using conduct line transects, or another method acceptable to FWC, to determine timing of the subsequent maintenance activities based upon grow-back of the vegetation with the property. The assessment of the area will include a census to identify the presence of active and inactive gopher tortoise burrows. Any burrows located shall be clearly flagged so that they will be avoided during the maintenance activity. Following the evaluation, a summary report shall be submitted by the Association to FWC with a synopsis of habitat conditions and gopher tortoise burrows (if any), and shall include a plan for the recommended maintenance activity. Should it be determined by the Association that after review of the habitat evaluation report that maintenance is not necessary at the present time, the Association shall petition FWC to defer the maintenance activity.
- Following any maintenance activities, a summary report shall be prepared and provided to FWC by the Association outlining the activities completed relative to the property.
- The Association shall conduct biennial monitoring events for the gopher tortoise preserve as required by the FWC permit number SAR-50 dated December 8, 2005, as may be amended from time to time (the “**Gopher Tortoise Permit**”). A report detailing all of the management activities for the prior period and a synopsis of habitat conditions shall be prepared by the Association and submitted to FWC by February 28th of each odd-numbered year as required by the Gopher Tortoise Permit.

Landscaping, Hardscaping, and Irrigation Improvements

General

- The Association shall provide for the maintenance, repair, and/or replacement of landscaping improvements (including but not limited to sod, trees, shrubs, groundcover and annuals), which shall include pruning, fertilization, grounds maintenance, mowing, trimming edging, raking, weed control, mulching, insect control and plant replacement. The Association shall also install seasonal plants (i.e., annuals, seasonal specialties, potted plants, etc.).
- The Association shall provide the maintenance, repair, and/or replacement of hardscaping improvements, including monument signage and sidewalks/walkways.
- The Association shall provide for the maintenance, repair, and/or replacement of irrigation improvements. Further, the Association shall be responsible for the operation of the irrigation system, for setting and adjusting the irrigation system timing to ensure proper watering, and for replacement of any irrigation facilities or equipment damaged by the maintenance operation. Notwithstanding the foregoing, and for the avoidance of doubt, the management, operation, and maintenance of the irrigation pumps/pump station shall remain the responsibility of the District.
- No storage or provision for storage shall be made on the District Property.

Fertilizer and Soil Testing

- The Association shall establish a program that will fertilize all trees, shrubs, groundcover, flowers and lawns, describing the type of fertilizer required for each type of plant and the time of the year this work will be undertaken. A copy of the maintenance and fertilization schedule shall be provided to the Operations Manager.
- Plant Material shall be fertilized in accordance with the following schedule and amounts:
 - For the St. Augustine grass, apply complete fertilizer at the manufacturer's recommended rate. Fertilization shall comply with local and state ordinances.
 - For Bahia turf areas such as lake, pond, and ditch banks, Contractor shall apply fertilizer only when directed by the District. The Contractor shall make a recommendation to the District regarding the necessity of fertilization. The District shall review the Contractor's recommendation and make the final decision regarding the necessity of fertilization. The Contractor must receive prior authorization from the District prior to applying fertilization.
 - For trees (except palms): Trees shall be fertilized by broadcasting under the foliage canopy twice yearly: early Spring and early Fall to achieve 2 lbs N/ 1,000 SF per year.
 - For palms: Palms shall be fertilized during April, June and September. The fertilizer shall be broadcast under foliage canopy at the rate of 1 pound per inch of palm trunk diameter.
 - Shrubs and groundcovers: Shrubs and groundcover shall be fertilized by broadcasting over beds three (3) times per year. Note: Fertilize early Spring, Summer and late Fall at a rate of 1 lb N/ 1,000 SF.
 - Flowering seasonal plants/annuals: Flowering seasonal/annual plants shall be fertilized on an "as needed" basis with liquid fertilizer. Soluble salts should be checked on a regular basis.
- Any plant material damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Association's expense.
- The Association shall have the varied planting mediums (planting soil) tested annually to determine required additives. The Association shall be responsible for costs of tests along with purchasing and application of any and all soil conditioners required. Each "area" to include a minimum of three (3) samples.

Mowing, Edging & Blowing

- Turf Mowing:
 - Within all turf areas and within the Roadway rights-of-way, and adjacent slope easements, mow all turf areas with an appropriate mower whenever grass attains a height of 4 ½ inches. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
 - Mow all berms and banks of the Ponds once per month during October through March and two times per month during April through September. The height of the cut shall be set at 3 inches. Berms and banks of the Ponds shall be mowed to the water line. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
- Trim and properly edge all shrub and flower beds, as well as trees, curbs, walls, sidewalks, pathways and other paved surfaces. Remove grass clippings. Trimming and edging shall be executed at every mowing.
- Sidewalks, curbs, and other paved surfaces adjacent to turf or other landscaped elements shall be kept clean of unwanted landscape debris.

- Grounds shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter at each maintenance day or as needed. Materials cleaned from grounds shall be disposed of off-site.

Weed and Insect Control

- Control weeds in all areas as necessary and in compliance with the State of Florida Department of Agriculture and other applicable local regulations. Weed control shall be performed at the early signs of weed growth and shall be repeated as required. Weed control shall continue through the maintenance period as required and as may be specified by the Operations Manager.
- The Association shall select the most effective and environmentally safe pesticides, herbicides, chemicals, and application techniques and shall ensure that such work is conducted in a manner so as to protect and minimize any damage to non-target areas. The Association shall ensure pesticides, herbicides, and chemicals are utilized in accordance with applicable local, state, and federal law as well as in accordance with the product manufacturers' label. In the event that a particular pesticide, herbicide, or chemical is banned by a governmental regulatory agency with jurisdiction over the District Property, the Association shall immediately stop the use of same. In order to ensure proper application of pesticides, herbicides, and chemicals, at least one holder of a Florida Aquatic Pesticide License shall be present for every maintenance crew utilizing same. Further, all pesticide, herbicide, and chemical application equipment (i.e. trucks, boats and sprayers) shall be kept in good working order, condition, and appearance at all times, and the District shall have the right to inspect such equipment and to approve their use. The Association shall be solely liable for any penalty, fine or damages resulting from the misuse or improper application of pesticides, herbicides, and chemicals.
- Plant beds shall be weeded by hand. All weeds and refuse shall be removed from the site the same day.
- Disease control and/or fungus and limited nutritional supplements shall be included as necessary if a deficiency exists or soil conditions warrant.
- To control scale insects, red spiders, aphids and other sucking insects, spray major trees once a year in late March and early April with miscible oil spray. Apply the spray as a fine, even mist. Spraying operations must be scheduled on calm days and so that the areas involved will be clear of pedestrians and automobiles. Dormant oil sprays should not be used when the air temperature is below 40° F or when it is likely to drop to freezing or below before the spray has dried on the tree.
- To eradicate infection by chewing or sucking insects, leaf miners, and other pests, spray affected trees with special sprays and combinations of sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Advice from an expert consultant in this matter is mandatory.
- All trees, shrubs and ornamentals shall be sprayed to control insects on an as needed basis with no limitations as to the number of sprays. The Association shall apply recommended, legally approved pesticides to control insects and/or fungus causing damage to plants. Pesticides shall be applied only as needed to maintain the health of plant material.

Pruning and Trimming

- Prune, thin and trim all trees at least once a year to keep the trees healthy, to maintain the natural character of the variety, to control shape, and to prevent crowding. Pruning, in general, shall consist of the removal of dead, broken, fungus-infected, insect-infested, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps, all other undesirable growth, and nuisance growth that interferes with view, traffic signage, walks or lighting. Pruning will also be required from time to time to remove damaged branches from storms.

- Hatracking or Lopping of trees will not be accepted unless directed by the District Operations Manager. Trees pruned in such a manner without the District’s permission shall be replaced with same variety, at size prior to pruning, at the Association’s expense.
- Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Flowering trees shall be pruned over an outside bud. Make cuts sufficiently close to parent stem so that healing can readily start under normal conditions. Limb cuts shall be clean and flush with the trunk.
- Prune only at the time of season proper for the variety. For some varieties, timing will be critical – a matter of days. Prune flowering trees after the flowers have fallen. Prune or trim once or twice each growing season to keep the natural shape of the individual plant. Groundcover plants may need some cutting back to encourage lateral growth.
- All plants shall be neatly pruned and/or clipped to maintain the natural character of the plant and in a manner appropriate to the requirement of each plant.
- Mechanical pruning to create a walled effect on hedges or a ‘meatball’ effect on shrubs will not be accepted unless directed by the District Operations Manager. Shrubs pruned in such a manner without the District’s permission shall be replaced with same variety, at size prior to pruning, at the Association’s expense.
- All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.
- Palms shall be trimmed of dead fronds once every three (3) months.
- Ornamental Grasses should be cut back at the appropriate time during the spring to encourage new growth.

Mulch

- All plant beds and tree pits shall have a 3 inch layer of mulch maintained. Every month, mulch shall be placed as needed to maintain a consistent, completely covered appearance in all mulch areas.
- Any mulch installed shall be cocoa brown.

Automatic Irrigation System Maintenance and Watering

- The Association shall operate, inspect, and conduct periodic inspections and adjustment of the automatic irrigation systems in order to ensure proper watering in compliance with the *Agreement for the Delivery and use of Irrigation Quality Water, by and between the Association and the District, dated _____, 2026* (the “**Irrigation Agreement**”). The irrigation central computer system shall be checked as often as necessary to ensure scheduling. The Association shall be responsible for becoming knowledgeable of the automatic irrigation system and its operation and management. Notwithstanding the foregoing, and for the avoidance of doubt, the Association will not be responsible for the replacement or maintenance of the pumping equipment or to replace any defect in the pump system which shall remain the responsibility of the District.
- The Association shall replace any irrigation equipment damaged by the maintenance operation in a timely manner. Damaged equipment shall be replaced with the same equipment from the same manufacturer. The Association shall be required to promptly notify the Operations Manager if repairs are necessary that are not the Association’s responsibility.
- If not already provided to the District, the Association shall provide a weekly irrigation schedule to the District Operations Manager within twenty (20) days of the Effective Date of this Agreement.

The Association's irrigation schedule shall provide sufficient water to all lawns and shrub beds to provide for lush, green landscape appearance. The schedule shall be adjusted for the appropriate rainy or dry season.

- The Association shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering or insufficient watering shall be the responsibility of the Association in accordance with the Irrigation Agreement.

Trash Removal

- Trash removal including frequent removal of all trash from onsite waste containers to the appropriate dumpsters.

Flowering Seasonal/Annual Replacement

- The Association shall be responsible for maintaining all seasonal bedding plants in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- The Association will replant existing annual beds three (3) times per year with annuals as directed by the District Operations Manager.
- Watering needs shall be monitored on a daily basis. Plants should show no signs of water related stress.
- All plants in beds shall be pruned on an "as needed" basis to provide for a dense, full, flowering and consistent appearance.
- All beds shall be kept weed free at all times.
- Check for insects and possible disease, and follow through with appropriate treatments on a routine basis.

Multi-Modal Walking Trail Improvements

- The Association shall provide for the maintenance, repair, and/or replacement of the multi-modal walking trail improvements (the "Trail").
- The Association shall properly edge the Trail at every mowing and shall ensure that the paved Trail width is maintained to its initial width, as approved by the City of North Port. The Association shall remove grass clippings after edging, and the Trail shall further be kept clean of unwanted landscape and other debris.