

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**June 13, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**TOWNS AT  
WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Towns at Woodsdale Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

June 6, 2025

### ATTENDEES:

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

Board of Supervisors

Towns at Woodsdale Community Development District

Dear Board Members:

The Board of Supervisors of the Towns at Woodsdale Community Development District will hold a Regular Meeting on June 13, 2025 at 10:00 a.m., or as soon thereafter as the matter may be heard, at the offices of Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors, Angela Mathews [Seat 1], Michelle Guerrier [Seat 2] *(the following will also be provided in a separate package)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

7. Consideration of Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
9. Discussion/Consideration: Towing Agreement
10. Consideration of Protective Security Services, LLC Agreement\*

*\*Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.*

11. Discussion: Water Meter
12. Ratification of Temporary Construction License Agreement
13. Acceptance of Unaudited Financial Statements as of April 30, 2025
14. Approval of January 17, 2025 Special Meeting Minutes
15. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Heidt Design, LLC*
- C. Field Operations: *Folio Association Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- Property Insurance on Vertical Assets
- UPCOMING MEETINGS
  - July 23, 2025 at 9:00 AM
  - August 27, 2025 at 9:00 AM
  - September 24, 2025 at 9:00 AM

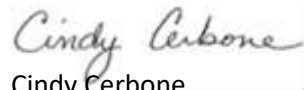
○ QUORUM CHECK

SEAT 1	ANEGLA MATHEWS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MICHELLE GUERRIER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ANNE MIZE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ETHEN BROADWATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

16. Board Members' Comments/Requests
17. Public Comments
18. Adjournment

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

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 867 327 4756**

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

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**TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

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

\_\_\_\_\_  
Board Supervisor

**ACKNOWLEDGMENT OF OATH BEING TAKEN**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS: ☐ Home ☐ Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

**TOWNS AT  
WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2025-01**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT THAT:**

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

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

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

\_\_\_\_\_

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

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

ATTEST:

  
\_\_\_\_\_  
Secretary/Assistant Secretary

**TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2025-04

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT:**

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

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

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

HOUR: 9:00 a.m.

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

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

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

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

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

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

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

ATTEST:

**TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2025/2026 proposed budget

**Exhibit A**  
**FY 2025/2026 proposed budget**

*[See attached]*

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
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**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 488,219				\$ 488,191
Allowable discounts (4%)	-19,529				(19,528)
Assessment levy: on-roll - net	468,690	\$ 464,530	\$ 4,160	468,690	468,663
Landowner contribution	-	17,346	-	17,346	-
Total revenues	468,690	481,876	4,160	486,036	468,663
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	4,927	20,073	25,000	25,000
Engineering	3,000	130	2,870	3,000	3,000
Audit	4,000	-	4,000	4,000	4,000
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
EMMA software service	1,000	1,500	-	1,500	1,500
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	48	452	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	603	1,147	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	6,500	5,200	-	5,200	6,500
Contingencies/bank charges	750	624	500	1,124	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	9,374	9,291	-	9,291	9,373
Total professional & administrative	108,914	47,558	60,847	108,405	110,163

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>Field operations</b>					
Property insurance	50,000	11,375	10,000	21,375	30,000
Field operations management	24,000	10,000	14,000	24,000	24,000
Electricity-street light	55,000	7,457	10,000	17,457	20,000
Irrigation well maintenance	2,500	-	750	750	2,500
Lake maintenance	10,000	-	2,000	2,000	10,000
Monument maintenance	2,000	-	500	500	2,000
Sign maintenance	500	1,713	1,500	3,213	500
Fence maintenance	1,000	-	500	500	1,000
Wetlands maintenance	5,000	-	1,000	1,000	5,000
Contract-common area landscaping	100,000	41,338	85,000	126,338	134,000
Irrigation repairs	10,000	1,179	2,000	3,179	10,000
Mulch	15,000	9,234	7,000	16,234	17,500
Landscape/plant replacement	10,000	2,716	3,000	5,716	8,000
Tree trimming & removal	5,000	3,225	3,000	6,225	6,000
Amenity landscape	5,000	280	1,000	1,280	5,000
Clubhouse maintenance	1,200	5,420	6,000	11,420	12,000
Janitorial	11,400	-	3,500	3,500	11,400
Pressure washing	3,000	-	3,000	3,000	3,000
Permits	500	280	500	780	500
Pool repairs & maintenance	1,200	-	1,200	1,200	1,200
Pool service contract	18,000	4,800	5,000	9,800	12,500
General maintenance	2,000	-	2,000	2,000	2,000
Gate maintenance contract	1,500	625	875	1,500	1,500
Gate phone/internet	1,200	-	1,200	1,200	1,200
Gate repairs	1,000	-	1,000	1,000	1,000
Amenity water/sewer	2,500	-	2,500	2,500	2,500
Amenity electric	6,000	-	3,000	3,000	6,000
Miscellaneous	10,000	24,264	15,000	39,264	15,000
Cloud cover-music	276	-	276	276	200
Electricity	2,500	2,971	3,000	5,971	6,500
Water-irrigation	2,500	3,075	3,000	6,075	6,500
Hurricane Damage	-	44,928	-	44,928	-
Total field operations	<u>359,776</u>	<u>174,880</u>	<u>192,301</u>	<u>367,181</u>	<u>358,500</u>
Total expenditures	<u>468,690</u>	<u>222,438</u>	<u>253,148</u>	<u>475,586</u>	<u>468,663</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	259,438	(248,988)	10,450	-
Fund balance - beginning (unaudited)	-	91,796	351,234	91,796	102,246
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	77,925
Unassigned	-	351,234	102,246	102,246	24,321
Fund balance - ending	<u>\$ -</u>	<u>\$ 351,234</u>	<u>\$ 102,246</u>	<u>\$ 102,246</u>	<u>\$ 102,246</u>

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

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

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	9,373
Property insurance	30,000
Field operations management	24,000
Electricity-street light	20,000
Irrigation well maintenance	2,500
Lake maintenance	10,000
Monument maintenance	2,000
Sign maintenance	500
Fence maintenance	1,000
Wetlands maintenance	5,000
Contract-common area landscaping	134,000
Irrigation repairs	10,000
Mulch	17,500
Landscape/plant replacement	8,000
Tree trimming & removal	6,000
Amenity landscape	5,000
Clubhouse maintenance	12,000
Janitorial	11,400
Pressure washing	3,000
Permits	500
Pool repairs & maintenance	1,200
Pool service contract	12,500
General maintenance	2,000
Gate maintenance contract	1,500
Gate phone/internet	1,200
Gate repairs	1,000
Amenity water/sewer	2,500
Amenity electric	6,000
Miscellaneous	15,000
Cloud cover-music	200
Electricity	6,500
Water-irrigation	6,500
Total expenditures	<u><u>\$468,663</u></u>

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 469,150				\$ 469,150
Allowable discounts (4%)	(18,766)				(18,766)
Net assessment levy - on-roll	450,384	\$ 338,594	\$ 3,033	\$ 341,627	450,384
Assessment levy: off-roll	-	-	106,491	106,491	-
Interest	-	6,455	-	6,455	-
Total revenues	450,384	345,049	109,524	454,573	450,384
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	70,000	70,000	-	70,000	80,000
Interest	360,881	181,381	179,500	360,881	356,850
Tax collector	9,383	6,772	2,611	9,383	9,383
Total expenditures	440,264	258,153	182,111	440,264	446,233
Excess/(deficiency) of revenues over/(under) expenditures	10,120	86,896	(72,587)	14,309	4,151
Beginning fund balance (unaudited)	367,339	376,177	463,073	376,177	390,486
Ending fund balance (projected)	<u>\$ 377,459</u>	<u>\$ 463,073</u>	<u>\$ 390,486</u>	<u>\$ 390,486</u>	<u>394,637</u>
Use of fund balance:					
Debt service reserve account balance (required)					(116,238)
Principal expense - November 1, 2026					(85,000)
Interest expense - November 1, 2026					(177,350)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 16,049</u>

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25	80,000.00	5.375%	179,500.00	259,500.00	5,720,000.00
05/01/26			177,350.00	177,350.00	5,720,000.00
11/01/26	85,000.00	5.375%	177,350.00	262,350.00	5,635,000.00
05/01/27			175,065.63	175,065.63	5,635,000.00
11/01/27	90,000.00	5.375%	175,065.63	265,065.63	5,545,000.00
05/01/28			172,646.88	172,646.88	5,545,000.00
11/01/28	95,000.00	5.375%	172,646.88	267,646.88	5,450,000.00
05/01/29			170,093.75	170,093.75	5,450,000.00
11/01/29	100,000.00	5.375%	170,093.75	270,093.75	5,350,000.00
05/01/30			167,406.25	167,406.25	5,350,000.00
11/01/30	105,000.00	5.375%	167,406.25	272,406.25	5,245,000.00
05/01/31			164,584.38	164,584.38	5,245,000.00
11/01/31	110,000.00	6.125%	164,584.38	274,584.38	5,135,000.00
05/01/32			161,215.63	161,215.63	5,135,000.00
11/01/32	115,000.00	6.125%	161,215.63	276,215.63	5,020,000.00
05/01/33			157,693.75	157,693.75	5,020,000.00
11/01/33	125,000.00	6.125%	157,693.75	282,693.75	4,895,000.00
05/01/34			153,865.63	153,865.63	4,895,000.00
11/01/34	130,000.00	6.125%	153,865.63	283,865.63	4,765,000.00
05/01/35			149,884.38	149,884.38	4,765,000.00
11/01/35	140,000.00	6.125%	149,884.38	289,884.38	4,625,000.00
05/01/36			145,596.88	145,596.88	4,625,000.00
11/01/36	145,000.00	6.125%	145,596.88	290,596.88	4,480,000.00
05/01/37			141,156.25	141,156.25	4,480,000.00
11/01/37	155,000.00	6.125%	141,156.25	296,156.25	4,325,000.00
05/01/38			136,409.38	136,409.38	4,325,000.00
11/01/38	165,000.00	6.125%	136,409.38	301,409.38	4,160,000.00
05/01/39			131,356.25	131,356.25	4,160,000.00
11/01/39	175,000.00	6.125%	131,356.25	306,356.25	3,985,000.00
05/01/40			125,996.88	125,996.88	3,985,000.00
11/01/40	185,000.00	6.125%	125,996.88	310,996.88	3,800,000.00
05/01/41			120,331.25	120,331.25	3,800,000.00
11/01/41	200,000.00	6.125%	120,331.25	320,331.25	3,600,000.00
05/01/42			114,206.25	114,206.25	3,600,000.00
11/01/42	210,000.00	6.125%	114,206.25	324,206.25	3,390,000.00
05/01/43			107,775.00	107,775.00	3,390,000.00
11/01/43	225,000.00	6.125%	107,775.00	332,775.00	3,165,000.00
05/01/44			100,884.38	100,884.38	3,165,000.00
11/01/44	235,000.00	6.375%	100,884.38	335,884.38	2,930,000.00
05/01/45			93,393.75	93,393.75	2,930,000.00
11/01/45	250,000.00	6.375%	93,393.75	343,393.75	2,680,000.00
05/01/46			85,425.00	85,425.00	2,680,000.00
11/01/46	265,000.00	6.375%	85,425.00	350,425.00	2,415,000.00
05/01/47			76,978.13	76,978.13	2,415,000.00
11/01/47	285,000.00	6.375%	76,978.13	361,978.13	2,130,000.00
05/01/48			67,893.75	67,893.75	2,130,000.00

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/48	305,000.00	6.375%	67,893.75	372,893.75	1,825,000.00
05/01/49			58,171.88	58,171.88	1,825,000.00
11/01/49	320,000.00	6.375%	58,171.88	378,171.88	1,505,000.00
05/01/50			47,971.88	47,971.88	1,505,000.00
11/01/50	340,000.00	6.375%	47,971.88	387,971.88	1,165,000.00
05/01/51			37,134.38	37,134.38	1,165,000.00
11/01/51	365,000.00	6.375%	37,134.38	402,134.38	800,000.00
05/01/52			25,500.00	25,500.00	800,000.00
11/01/52	390,000.00	6.375%	25,500.00	415,500.00	410,000.00
05/01/53			13,068.75	13,068.75	410,000.00
11/01/53	410,000.00	6.375%	13,068.75	423,068.75	-
<b>Total</b>	<b>5,800,000.00</b>		<b>6,737,612.64</b>	<b>12,537,612.64</b>	

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
Townhome	306	\$ 1,220.48	\$ 1,132.88	\$ 2,353.36	\$ 2,353.43
Villas	94	1,220.48	1,303.07	2,523.55	2,523.62
<b>Total</b>	<b>400</b>				

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-05**

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

**WHEREAS**, the Towns at Woodsdale Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT:**

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

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

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

ATTEST:

**TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

<b>TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 22, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January 28, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 25, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 25, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 22, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 27, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 24, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>July 22, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 26, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>September 23, 2026</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>

**\*Exception/Notes**

*The November and December meetings are canceled due to the holidays.*

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-06**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District’s local records office shall be located at: \_\_\_\_\_.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

**2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

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

ATTEST:

**TOWNS AT WOODSDALE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

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

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

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

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

### **ARTICLE I: DEFINITIONS**

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

## ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

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

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

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

## ARTICLE VI: RENDITION OF ASSISTANCE

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

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



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Kevin Guthrie, Executive Director

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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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

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

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

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



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

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

## ARTICLE IX: INSURANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

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

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## TOWNS AT WOODSDALE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **06/13/2025**

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

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

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

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

NOW, THEREFORE, be it resolved by \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ on \_\_\_\_\_.

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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

# **CYPRESS BAY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**

## Towing Authorization Agreement

This Towing Authorization Agreement (this “**Agreement**”) is entered as of 04/28/2025, 2025, between the **Towns at Woodsdale Community Development District**, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “**District**”) and **813 Towing Service, LLC** (“**Towing Operator**”).

### Background Information:

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

### Operative Provisions:

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

regulations.

5. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the towing services by the Towing Operator without monetary obligation. No fee will be paid to the Towing Operator by the District for services as outlined in this Agreement, including, but not limited to, the costs associated with the placement of signage or with providing personal notice as required by section 715.07, *Florida Statutes*. The Towing Operator shall ensure that all fees to be charged for towing and storage shall not exceed the amounts established by Pasco County.
6. **Manner of Performance and Care of Property.** Any towing shall be done, furnished, and performed in a workmanlike manner with the best management practices in the industry. Towing Operator shall use all due care to protect the property of the District, its residents, and landowners from damage.
7. **Term.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
8. **Termination.** Either party may terminate this Agreement at any time, without cause, with fifteen (15) days' written notice to the other party.
9. **Insurance.** The Towing Operator shall carry commercial general liability insurance of no less than \$1,000,000 and commercial automobile liability insurance of no less than \$1,000,000. The Towing Operator shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District and its stall, consultants, and supervisors as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Towing Operator will maintain Worker's Compensation insurance as required by law.
10. **Care of Property; Indemnification.** The Towing Operator shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. The Towing Operator, for and on behalf of itself, its agents, employees and assigns, and any person or entity claiming by, through or under them, shall indemnify and agree to defend and hold the District, its supervisors, agents and employees, harmless from any and all claims (including attorney's fees and costs) for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to, personal injury or death resulting in any way from or in any fashion arising from or connected with the execution of this Agreement, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to, including, but not limited to, the negligence, sole or concurrent, of the District, its agents or employees.
11. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

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

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

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

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

**A. If to the District:**

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

**With a copy to:**

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

**With a copy to:**

Kutak Rock LLP

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

**B. If to Contractor:**

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

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

22. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
23. **Severability.** Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby, and the illegal part, term or provision shall be deemed not part of this Agreement.
24. **E-Verify.**
  - a. The Towing Operator shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Towing Operator shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Towing Operator has knowingly violated section 448.09(1), *Florida Statutes*.
  - b. If the Towing Operator anticipates entering into agreements with a subcontractor for the services provided under this Agreement, Towing Operator will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Towing Operator shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.
  - c. In the event that the District has a good faith belief that a subcontractor has knowingly violated section 448.095, *Florida Statutes*, but the Towing Operator has otherwise complied with its obligations hereunder, the District shall promptly notify the Towing Operator. The Towing Operator agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Towing

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

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

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

**813 Towing Service, LLC**

*Kris Grau*

Name: \_\_\_\_\_ Kris Grau

Title: \_\_\_\_\_ Owner operator

**Towns at Woodsdale**

**Community Development District**

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

Chair of the Board of Supervisors

**Exhibit A: Parking and Towing Policy**

**Exhibit A: Towing Operator Proposal**

**Exhibit A**  
**Parking and Towing Policy**

**AMENITY FACILITIES AND PARKING RULES,  
POLICIES AND FEES  
OF THE  
TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

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Adopted October 23, 2024

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**RULES AND POLICIES RELATING TO PARKING**

- (1) **Introduction:** This Rule authorizes parking in designated areas and the towing/removal of unauthorized vehicles and vessels parked on District property designated as Tow-Away Zones, which are identified on **Exhibit D** attached hereto.
- (2) **Designated Parking Areas:** Vehicles and vessels may be parked on District property only as set forth below:
  - a. **DISTRICT AND COUNTY ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Sections 70 and 106, Pasco County Code of Ordinances, for laws related to authorized and unauthorized parking of vehicles or vessels on District and County property including roadways.
  - b. **AMENITIES AREAS.** Vehicle parking is permitted for Patrons, Guests and District Staff, employees and vendors/consultants in the parking spaces of the

parking lot of the amenity center only during the hours set forth below. **ABSENT AN APPLICABLE EXCEPTION AS SET FORTH HEREIN, THERE IS NO PARKING IN THE AREAS IDENTIFIED BELOW EXCEPT WITHIN THE STATED HOURS:**

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

- c. **OTHER DISTRICT PROPERTY.** Vehicle parking is permitted for District Staff, employees and vendors/consultants only, in relation to active projects or construction/maintenance-related activities. No other parking is permitted in these areas at any time.

(3) **Establishment of Tow-Away Zone.**

- a. **DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section (2) herein, either entirely or during specific hours, is identified in **Exhibit D** attached hereto, and is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which such parking is prohibited.
- b. **DISTRICT AND COUNTY ROADWAYS.** In the event that Patrons or Guests are parking on District or County roadways in contravention of state law and/or local ordinances, the District Manager shall contact the Pasco County Sheriff's Office to enforce such parking regulations

(4) **Exceptions.**

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

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

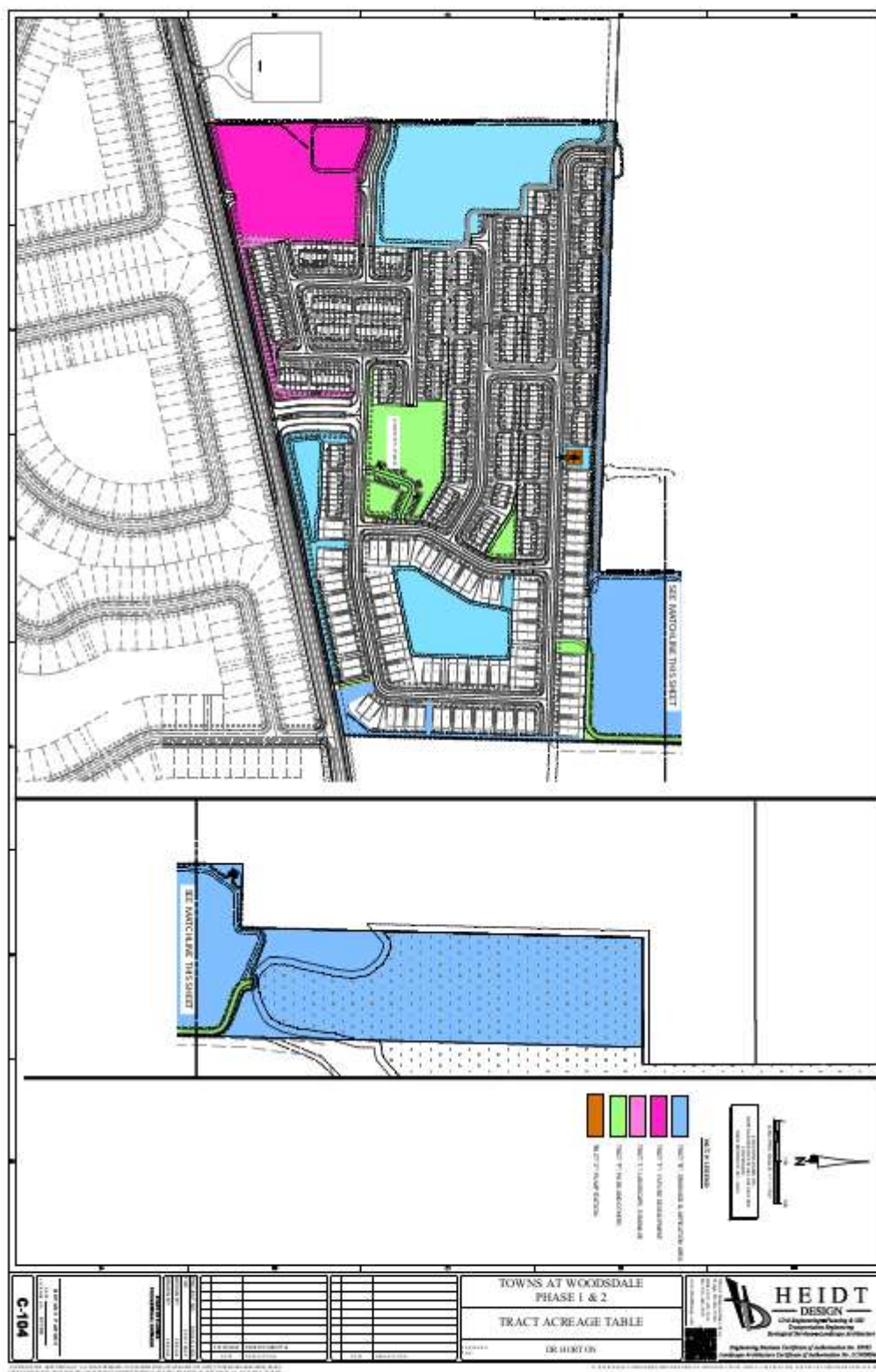
- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section (3) herein,

and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.

- b. **TOWING AND REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager must verify that the subject vehicle or vessel was not authorized to park under this Rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.

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

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



**Exhibit B  
Towing Operator Proposal**

**813 TOWING SERVICE, LLC**

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

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

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

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

This agreement is entered on this 27 day of April, 20225, between 813 Towing Service, LLC (hereinafter "813"), located at 5936 land o lakes blvd lot #3, and \_\_\_\_\_, (name of condominium or apartment association, hereinafter "CLIENT") the address of the property to which this agreement refers to being located at \_\_\_\_\_.

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

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

The exclusive use of 813 as the towing service for this property named above shall commence on the 28 day of April, 2025, and this agreement shall remain in full force and effect until such time as the parties agree to terminate this agreement.

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

**Authorized Names:**

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

Email: westwood@folioam.com

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

Email: kantarzhia@whhassociates.com

**LEGAL JURISDICTION: (CIRCLE ONE)**

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

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

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

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

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

Authorized Signature \_\_\_\_\_  
PROPERTY MANAGER

\_\_\_\_\_  
DATE

# **TOWNS AT WOODSDALE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

## TEMPORARY CONSTRUCTION LICENSE AGREEMENT

**THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT** (the "Agreement") is made and entered into effective as of this 12 day of May, 2025, by and between Towns at Woodsdale Community Development District, a local unit of special- purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Licensor**") in favor of D.R. Horton, Inc., a Delaware corporation, whose address is 1341 Horton Circle, Arlington, Texas 76011, with offices located at 3501 Riga Blvd., Suite 100, Tampa, Florida 33619 ("**Licensee**") (Licensor and Licensee are sometimes together referred to herein as the "**Parties**," and separately as the "**Party**").

### WITNESSETH:

**WHEREAS**, Licensor is the owner in fee simple of that certain real property located in Pasco County, Florida, being more particularly described on "**Exhibit A**" attached hereto and by this reference incorporated herein (the "**License Area**"); and

**WHEREAS**, Licensee intends to undertake construction activities with the District and will need to access the License Area for the purpose of undertaking such construction; and

**WHEREAS**, until construction is Complete (as defined herein), Licensor desires to grant to Licensee a temporary, non-exclusive construction and access license on, upon, over, under, across, and through the License Area such license shall be binding on Licensor's successors and assigns in interest.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Licensee to the Licensor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction License.** Licensor does hereby grant and convey to Licensee a temporary, non-exclusive license on, upon, over, under, across and through the License Area for access, ingress, and egress. Licensee shall not construct, damage or otherwise encroach on areas outside of the License Area owned by the Licensor.

3. **Damage.** In the event that Licensee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the rights granted herein, Licensee, at Licensee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same, as nearly as practical, the original condition.

4. **Term of License; Automatic Termination.** Licensee shall be permitted to use the License during the period beginning with the date first written above and continuing until Licensee's work is completed in accordance with this Agreement and pursuant to written

notification issued by the Licensee via e-mail sent to the District Manager (“Complete” or “Completion”).

**5. Beneficiaries of License Rights.** This Agreement is solely for the benefit of the Parties, 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, corporation, or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Licensor 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 Licensor’s right to protect its rights from interference by a third party.

**6. Amendments and Waivers.** Except as provided in Section 4 hereof, this Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

**7. Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.

**8. Use of License Area.** It is acknowledged and agreed that the License granted under this Agreement is a non-exclusive License and that Licensor shall have the right to use and enjoy the License Area in any manner not inconsistent with the License rights created herein, and grant others the right to do so.

**9. Effective Date; Counterparts.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

**10. Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Pasco County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

**11. Indemnification.**

a. Licensee agrees to indemnify and hold Licensor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the License Areas by the Licensee, its agents, or employees or independent contractors.

b. Nothing contained in this Agreement shall constitute or be construed as a waiver of Licensor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.


*[signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered  
in the presence of:

TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT  
DISTRICT

  
Print Name: Robert Fitzgerald

By:   
Chairperson, Board of Supervisors

  
Print Name: Kevin Crook

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ ~~online notarization~~, this 12<sup>th</sup> day of MAY, 2025, by Ryan Zook,  
as Chairperson of the Board of Supervisors of Towns at Woodsdale Community Development  
District, a local unit of special purpose government, organized and existing under Chapter 190,  
*Florida Statutes*, ☒ who is personally known to me or ☐ ~~who has produced~~  
as identification.

NOTARY PUBLIC, State of Florida

Michelle Molzahn Guerrier

Print or Stamp Name Michelle Molzahn Guerrier

My Commission Expires: 05/06/2028

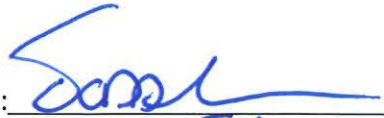
NOTARY SEAL:



Signed, sealed and delivered  
in the presence of:

D.R. HORTON, INC.

  
Print Name: Ryan Zook

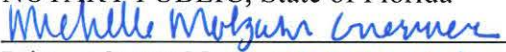
By:   
Name: Todd Funk  
Title: CITY MANAGER

  
Print Name: Robert Fitzgerald

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 12<sup>th</sup> day of May, 2025, by  
Todd Funk, as CITY MANAGER of D.R. Horton, Inc, a  
Delaware Corporation, on behalf of the company, ☒ who is personally known to me or ☐  
who has produced as identification.

NOTARY PUBLIC, State of Florida

  
Print or Stamp Name Michelle Molzahn Guerrier  
My Commission Expires: 05/06/2028

NOTARY SEAL:



## **EXHIBIT "A" -LICENSE AREA**

Tract B-4, Towns at Woodsdale, Phase 1, according to the plat thereof recorded in Plat Book 92, Page 128, Public Records of Pasco County, Florida.

**TOWNS AT  
WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2025**

**TOWNS AT WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 208,531	\$ -	\$ -	\$ 208,531
Investments				
Revenue	-	347,566	-	347,566
Reserve	-	118,632	-	118,632
Prepayment	-	5,428	-	5,428
Construction	-	-	632	632
Electric deposit	103,092	-	-	103,092
Utilities deposit	2,749	-	-	2,749
Due from Landowner - Boos	7	-	-	7
Due from other	814	-	-	814
Due from general fund	-	1,043	-	1,043
Total assets	<u>\$ 315,193</u>	<u>\$ 472,669</u>	<u>\$ 632</u>	<u>\$ 788,494</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 7,329	\$ 6,975	\$ 9,539	\$ 23,843
Due to debt service fund	1,043	-	-	1,043
Landowner advance	6,000	-	-	6,000
Due to Landowner	4,290	-	-	4,290
Total liabilities	<u>18,662</u>	<u>6,975</u>	<u>9,539</u>	<u>35,176</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<u>7</u>	<u>-</u>	<u>-</u>	<u>7</u>
Deferred receipts	<u>7</u>	<u>-</u>	<u>-</u>	<u>7</u>
Total deferred inflows of resources				
Fund balances:				
Restricted	-	465,694	-	465,694
Debt service	-	-	(8,907)	(8,907)
Capital projects	296,524	-	-	296,524
Unassigned	-	-	-	-
Total fund balances	<u>296,524</u>	<u>465,694</u>	<u>(8,907)</u>	<u>753,311</u>
Liabilities and fund balances	<u>\$ 315,193</u>	<u>\$ 472,669</u>	<u>\$ 632</u>	<u>\$ 788,494</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 1,460	\$ 465,990	\$ 468,690	99%
Landowner contribution	-	17,346	-	N/A
Total revenues	<u>1,460</u>	<u>483,336</u>	<u>468,690</u>	103%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	585	5,512	25,000	22%
Engineering	-	130	3,000	4%
Audit	-	-	4,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	583	1,000	58%
EMMA Software Services	-	1,500	1,000	150%
Trustee	4,246	4,246	5,500	77%
Telephone	17	117	200	59%
Postage	-	48	500	10%
Printing & binding	41	292	500	58%
Legal advertising	-	603	1,750	34%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	6,500	80%
Contingencies/bank charges	82	706	750	94%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>9,054</u>	<u>47,322</u>	<u>99,540</u>	48%

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

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations</b>				
Property insurance	-	11,375	50,000	23%
Field operations management	4,000	14,000	24,000	58%
Electricity-street light	1,876	9,334	55,000	17%
Irrigation well maintenance	-	-	2,500	0%
Lake maintenance	445	445	10,000	4%
Monument maintenance	-	-	2,000	0%
Sign maintenance	499	2,212	500	442%
Fence maintenance	-	-	1,000	0%
Wetlands maintenance	-	-	5,000	0%
Contract-common area landscaping	34,946	76,283	100,000	76%
Irrigation repairs	657	1,836	10,000	18%
Mulch	-	9,234	15,000	62%
Landscape/plant replacement	1,520	4,236	10,000	42%
Tree trimming & removal	-	3,225	5,000	65%
Amenity landscape	425	705	5,000	14%
Clubhouse maintenance	1,450	6,870	1,200	573%
Janitorial	-	-	11,400	0%
Pressure washing	-	-	3,000	0%
Permits	280	561	500	112%
Pool repairs & maintenance	-	-	1,200	0%
Pool service contract	-	4,800	18,000	27%
General maintenance	-	-	2,000	0%
Gate maintenance contract	125	750	1,500	50%
Gate phone/internet	-	-	1,200	0%
Gate repairs	-	-	1,000	0%
Amenity water/sewer	-	-	2,500	0%
Amenity electric	-	-	6,000	0%
Miscellaneous	-	24,263	10,000	243%
Cloud cover-music	-	-	276	0%
Electricity	513	3,484	2,500	139%
Water-irrigation	200	3,275	2,500	131%
Hurricane Damage	-	44,928	-	N/A
Total Field Operations	<u>46,936</u>	<u>221,816</u>	<u>359,776</u>	
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	179	9,470	9,374	101%
Total other fees & charges	<u>179</u>	<u>9,470</u>	<u>9,374</u>	101%
Total expenditures	<u>56,169</u>	<u>278,608</u>	<u>468,690</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	(54,709)	204,728	-	
Fund balances - beginning	351,233	91,796	-	
Fund balances - ending	<u>\$296,524</u>	<u>\$ 296,524</u>	<u>\$ -</u>	

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

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 1,064	\$ 339,658	\$ 450,384	75%
Interest	1,578	8,033	-	N/A
Total revenues	<u>2,642</u>	<u>347,691</u>	<u>450,384</u>	77%
<b>EXPENDITURES</b>				
Interest	-	181,381	360,881	50%
Principal	-	70,000	70,000	100%
Total debt service	<u>-</u>	<u>251,381</u>	<u>430,881</u>	58%
<b>Other fees &amp; charges</b>				
Tax collector	21	6,793	9,383	72%
Total other fees and charges	<u>21</u>	<u>6,793</u>	<u>9,383</u>	72%
Total expenditures	<u>21</u>	<u>258,174</u>	<u>440,264</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	2,621	89,517	10,120	
Fund balances - beginning	463,073	376,177	367,339	
Fund balances - ending	<u>\$ 465,694</u>	<u>\$ 465,694</u>	<u>\$ 377,459</u>	

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

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 2	\$ 15
Total revenues	<u>2</u>	<u>15</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	2	15
Fund balances - beginning	(8,909)	(8,922)
Fund balances - ending	<u>\$ (8,907)</u>	<u>\$ (8,907)</u>

**TOWNS AT  
WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT**

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

**Present:**

Ryan Zook	Chair
Anne Mize	Vice Chair
Ethen Broadwater	Assistant Secretary

**Also present:**

Andrew Kantarzhi	District Manager
Ryan Dugan (via telephone)	District Counsel
Boyan Pargov (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 9:01 a.m. and stated that he administered the Oath of Office to Supervisor-Elect Ethen Broadwater prior to the meeting; therefore, a quorum was established for today's meeting.

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Elected Supervisors [Angela Mathews - Seat 1, Michelle Guerrier - Seat 2, Ethen Broadwater - Seat 4] (the following will be provided in a separate package)**

This item was addressed during the First Order of Business.

Mr. Broadwater is familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities**

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

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

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Mr. Kantarzhi presented Resolution 2025-03 and recapped the results of the Landowners' Election, as follows:

Seat 1	Angela Matthews	229 votes	2-year term
Seat 2	Michelle Guerrier	230 votes	4-year term
Seat 4	Ethan Broadwater	230 votes	4-year term

**On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

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

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

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

78 No other nominations were made.

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

80 Craig Wrathell Secretary

81 Cindy Cerbone Assistant Secretary

82 Andrew Kantarzhi Assistant Secretary

83 Craig Wrathell Treasurer

84 Jeff Pinder Assistant Treasurer

85

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

89

90

91 **SIXTH ORDER OF BUSINESS**

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

94

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

97

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

102

103

104 **SEVENTH ORDER OF BUSINESS**

**Consideration of Field Operations  
Agreement**

105

106

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

109

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

113

114

115 **EIGHTH ORDER OF BUSINESS**

**Ratification of Spilt Milk Cleaning Services  
LLC Addendum to Proposal for Trash  
Maintenance Services**

116

117

Mr. Kantarzhi presented the Addendum to the Spilt Milk Cleaning Services LLC Proposal for Trash Maintenance Services.

**On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the Addendum to the Spilt Milk Cleaning Services LLC Proposal for Trash Maintenance Services, was ratified.**

**NINTH ORDER OF BUSINESS****Discussion: Towing Agreement**

Mr. Dugan stated that the draft Towing Agreement was sent to Florida Tow, LLC, but it has not been returned. Mr. Zook stated that he would like it to be executed prior to the transition. Staff will continue to work with Florida Tow, LLC.

**TENTH ORDER OF BUSINESS****Discussion: Water Meter**

Mr. Dugan stated that a question regarding water meters servicing HOA property versus CDD property was received via email.

Mr. Zook stated that he is working to provide a map to all parties. There was an oversight on the meters that went to the build to rent homes; Invitation Homes is transferring one water meter and one electric meter into their name.

Mr. Zook stated that, if a meter was servicing both HOA and CDD property, a cost share or billing back arrangement can be made; however, it makes more sense to transfer meters dedicated to one entity.

**ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of November 30, 2024**

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

**TWELFTH ORDER OF BUSINESS****Approval of Minutes**

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

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

**THIRTEENTH ORDER OF BUSINESS****Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer: Heidt Design, LLC

C. Field Operations Manager:

There were no District Counsel, District Engineer or Field Operations Manager reports.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **UPCOMING MEETINGS**

- January 22, 2025 at 9:00 AM

- February 26, 2025 at 9:00 AM

- **QUORUM CHECK**

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

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

There were no Board Members' comments or requests.

**FIFTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**SIXTEENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the meeting adjourned at 9:11 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**TOWNS AT  
WOODSDALE  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

TOWNS AT WOODSDALE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024	Regular Meeting	10:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
January 17, 2025	Special Meeting	9:00 AM
January 22, 2025 <b>CANCELED</b>	Regular Meeting	9:00 AM
February 26, 2025 <b>CANCELED</b>	Regular Meeting	9:00 AM
March 26, 2025 <b>CANCELED</b>	Regular Meeting	9:00 AM
April 23, 2025 <b>CANCELED</b>	Regular Meeting	9:00 AM
May 28, 2025 <i>Rescheduled to June 13, 2025</i>	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	9:00 AM
June 13, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM
June 25, 2025	Regular Meeting	9:00 AM
July 23, 2025	Regular Meeting	9:00 AM
August 27, 2025	Regular Meeting	9:00 AM
September 24, 2025	Regular Meeting	9:00 AM