

***WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Meeting***

***Thursday
May 30, 2019***

6:00 p.m.

***Panther Trace I Clubhouse
12515 Bramfield Drive
Riverview FL***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Bob Neal	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, May 30, 2019 (**CONTINUED MEETING**)
Time: 6:00 p.m.
Location: Panther Trace I Clubhouse
12515 Bramfield Drive
Riverview FL

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A. Approval of Minutes from March 19, 2019 Meeting **Exhibit 1**
- B. Acceptance of the March and April 2019 Financial Statements **Exhibit 2**

V. Business Matters

- A. Presentation and Discussion of FY 2019-2020 Proposed Budget **Exhibit 3**
- B. Consideration and Adoption of Resolution 2019-05 Approving the FY 2019-2020 Proposed Budget and Setting the Public Hearing **Exhibit 4**
- C. Consideration and Adoption of Resolution 2019-06 Authorizing the Chair to Execute Plats, Conveyances and Documents **Exhibit 5**
- D. Consideration and Approval of the Facility & Systems Construction, Repairs and Maintenance Agreement **Exhibit 6**
- E. Hillsborough County Letter – Number of Registered Voters for Waterleaf – 820 **Exhibit 7**
- F. Issuer Annual Continuing Disclosure Report 2018: Series 2013, 2014, 2016, and 2017 **Exhibit 8**
- G. Straley Robin Vericker Audit Response Letter **Exhibit 9**

VI. Staff Reports

- A. District Manager
 - 1. Presentation of the Road to ADA Compliance **Exhibit 10**
 - 2. Consideration and Approval of H2 Pool Services Pool Maintenance and Services Agreement **Exhibit 11**

B. District Attorney

C. District Engineer

VII. Supervisor Request

IX. Adjournment

EXHIBIT 1.

Comings-Thibault as Treasurer, Mr. Maik Aagaard as Assistant Treasurer; and Ms. Janet Johns as Assistant Secretary for the Waterleaf Community Development District.

B. Exhibit 5: Ratification of Innovative Employer Solutions, Inc., Proposal-Payroll Services

On a MOTION by Mr. Lawson, SECONDED by Mr. Neal, WITH ALL IN FAVOR, the Board approved the ratification of the Innovative Employer Solution, Inc. proposal for payroll services for the Waterleaf Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

➤ **Exhibit 6:** February 2019 Waterway Inspection Report

B. District Attorney

There being none, next item followed.

C. District Engineer

There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Supervisors Requests

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items

There being none, next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting. There being no new additional items, and upon a motion duly made, seconded and unanimously carried, Mr. Cusmano declared the meeting adjourned.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned the meeting for the Waterleaf Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Printed Name

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

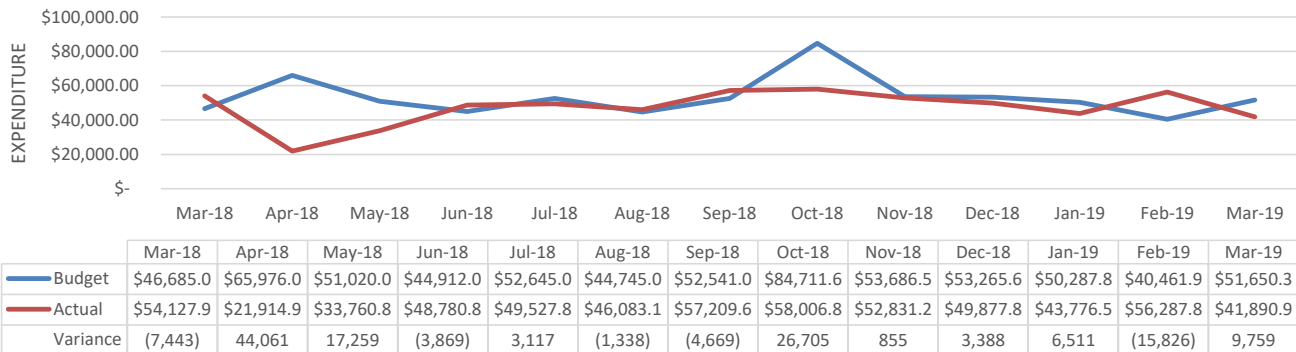
Waterleaf CDD
Financial Report Summary - General Fund & Construction Fund
3/31/2019

For The Period Ending :	GENERAL FUND 3/31/2019	CONSTRUCTION 2016 3/31/2019	CONSTRUCTION 2017 3/31/2019
CASH BALANCE	\$ 323,692	\$ 1,948	\$ 1,764,385
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	66,138	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	1,139
LESS: ACCOUNTS PAYABLE	(22,167)	-	(4,539)
NET CASH BALANCE	\$ 367,664	\$ 1,948	\$ 1,760,985

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 551,753	\$ 584,654	\$ (32,901)
EXPENDITURES (YTD)	(292,711)	(348,024)	55,313
NET OPERATING CHANGE	\$ 259,042	\$ 236,630	\$ 22,412
AVERAGE MONTHLY EXPENDITURES	\$ 48,785	\$ 58,004	\$ 9,219
PROJECTED EOY BASED ON AVERAGE	\$ 585,422	\$ 659,151	\$ 73,729

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ 535,910	\$ 541,742	\$ (5,832)
ASSESSMENTS-OFF-ROLL (NET)	15,680	42,911	(27,231)
MISCELLANEOUS REVENUE	162	-	162
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	74,908	97,881	22,972
FIELD SERVICE EXPENDITURES - LANDSCAPE	116,725	118,805	2,080
FIELD SERVICE EXPENDITURES - STREETLIGHTS	32,607	37,920	5,313
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	7,434	18,122	10,688
FIELD SERVICE EXPENDITURES - SECURITY	3,418	9,550	6,132
FIELD SERVICE EXPENDITURES - OTHER	33,506	30,916	(2,590)
AMENITY CENTER EXPENDITURES	24,113	34,830	10,717
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 292,711	\$ 348,024	\$ 55,313

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**



No New P.O.s

Waterleaf CDD

Financial Report Summary - General Fund & Construction Fund

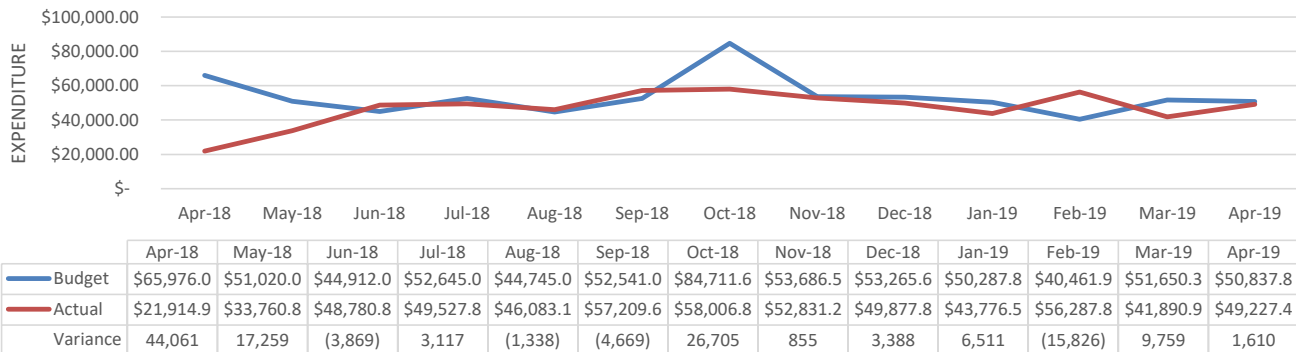
4/30/2019

For The Period Ending :	GENERAL FUND 4/30/2019	CONSTRUCTION 2016 4/30/2019	CONSTRUCTION 2017 4/30/2019
CASH BALANCE	\$ 361,931	\$ 1,954	\$ 1,748,053
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	23,230	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	11,061	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	1,439
LESS: ACCOUNTS PAYABLE	(56,728)	-	(35,663)
NET CASH BALANCE	\$ 339,494	\$ 1,954	\$ 1,713,829

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	4/30/2019 ACTUAL YEAR-TO-DATE	4/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 610,890	\$ 644,847	\$ (33,957)
EXPENDITURES (YTD)	(351,180)	(398,862)	47,682
NET OPERATING CHANGE	\$ 259,710	\$ 245,986	\$ 13,724
AVERAGE MONTHLY EXPENDITURES	\$ 50,169	\$ 56,980	\$ 6,812
PROJECTED EOY BASED ON AVERAGE	\$ 602,023	\$ 659,151	\$ 57,128

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	4/30/2019 ACTUAL YEAR-TO-DATE	4/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ 591,047	\$ 601,936	\$ (10,889)
ASSESSMENTS-OFF-ROLL (NET)	19,681	42,911	(23,230)
MISCELLANEOUS REVENUE	162	-	162
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	91,415	107,857	16,442
FIELD SERVICE EXPENDITURES - LANDSCAPE	137,424	138,606	1,182
FIELD SERVICE EXPENDITURES - STREETLIGHTS	38,571	44,240	5,669
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	13,471	21,142	7,671
FIELD SERVICE EXPENDITURES - SECURITY	8,518	11,142	2,624
FIELD SERVICE EXPENDITURES - OTHER	32,363	34,965	2,602
AMENITY CENTER EXPENDITURES	29,418	40,910	11,492
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 351,180	\$ 398,862	\$ 47,682

HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES COMPARISON



No New P.O.s

EXHIBIT 3.

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
REVENUE							
GENERAL FUND REVENUES (Net FY 2017 & 18)	\$ 231,505	\$ 258,339	\$ 674,851	\$ 664,151	\$ 551,753	796,090	\$ 131,939
GENERAL FUND REVENUES, BUDGET FUNDING	271,514	232,230	-	-	-	-	-
MISCELLANEOUS	1,873	72,756	280	-	-	-	-
DEVELOPER DEFICIT FUNDING	52,183	113,149	-	-	-	-	-
INTEREST	228	225	430	-	-	-	-
TOTAL REVENUE	\$ 557,303	\$ 676,699	\$ 675,561	\$ 664,151	\$ 551,753	\$ 796,090	\$ 131,939
EXPENDITURES							
GENERAL ADMINISTRATIVE:							
SUPERVISORS COMPENSATION	\$ 5,000	\$ 5,600	\$ 4,200	\$ 8,000	\$ 1,800	\$ 12,000	\$ 4,000
PAYROLL TAXES	383	428	321	612	138	918	306
PAYROLL SERVICES	448	325	394	457	252	650	193
MEETING ROOM RENTAL	-	25	6	200	31	300	100
MANAGEMENT CONSULTING SERVICES	24,000	24,000	27,996	28,000	13,998	28,000	-
CONSTRUCTION ACCOUNTING SERVICES	2,500	9,000	2,500	3,600	2,500	2,250	(1,350)
PLANNING, COORDINATING & CONTRACT SRVCS.	36,000	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	3,600	3,600	1,800	3,600	-
BANK FEES	80	100	298	225	130	225	-
MISCELLANEOUS	728	-	711	500	-	500	-
AUDITING SERVICES	2,500	2,350	2,400	4,200	-	4,200	-
SUPERVISOR TRAVEL PER DIEM	21	40	14	250	15	250	-
MASS MAILING	554	422	-	-	-	-	-
INSURANCE	18,025	17,803	23,537	25,151	13,078	22,055	(3,096)
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,689	2,573	1,250	1,200	1,400	1,500	300
ENGINEERING SERVICES	9,133	7,011	4,131	6,500	1,100	6,500	-
LEGAL SERVICES	9,800	7,672	7,788	7,000	3,692	7,000	-
PERFORMANCE & WARRANTY BOND	-	5,000	5,000	5,000	-	-	(5,000)
WEBSITE HOSTING	1,001	737	738	720	360	2,265	1,545
TOTAL GENERAL ADMINISTRATIVE	\$ 115,638	\$ 122,862	\$ 121,059	\$ 131,390	\$ 58,469	\$ 128,388	\$ (3,002)
DEBT ADMINISTRATION:							
DISSEMINATION AGENT	\$ 6,000	\$ 7,000	\$ 8,000	\$ 6,000	\$ 8,000	\$ 6,000	\$ -
TRUSTEE FEES	11,314	12,661	24,782	24,000	14,008	24,245	245
TRUST FUND ACCOUNTING	3,600	3,600	3,600	3,600	1,800	3,600	-
ARBITRAGE	1,950	650	1,950	1,950	650	2,600	650
DEFICIT BUDGET FUNDING	-	52,183	30,000	-	-	-	-
TOTAL DEBT ADMINISTRATION	\$ 22,864	\$ 76,094	\$ 68,332	\$ 35,550	\$ 24,458	\$ 36,445	\$ 895

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
PHYSICAL ENVIRONMENT EXPENDITURES:							
STREETPOLE LIGHTING	\$ 46,310	\$ 55,039	\$ 60,930	\$ 75,840	\$ 32,607	\$ 103,680	\$ 27,840
ELECTRICITY (IRRIGATION & POND PUMPS)	11,109	8,306	8,365	14,400	4,715	15,000	600
LANDSCAPING MAINTENANCE	178,216	192,581	224,026	217,000	107,348	260,000	43,000
LANDSCAPE REPLINISHMENT	45,480	28,439	7,408	10,000	4,272	15,000	5,000
IRRIGATION MAINTENANCE	4,823	4,624	296	6,000	5,465	10,000	4,000
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	4,610	-	20,000	15,390
RETENTION POND MOWING	3,300	1,350	-	-	-	-	-
MITIGATION MONITORING & MAINTENANCE	2,540	2,540	460	3,250	700	3,240	(10)
PET WASTE REMOVAL	1,708	3,071	2,232	3,420	1,700	5,120	1,700
PAVEMENT REPAIRS	-	5,425	-	1,500	-	1,500	-
SIGNAGE	896	-	-	500	-	750	250
SECURITY PATROL	3,465	2,975	2,807	5,000	-	5,040	40
SECURITY OTHER	-	3,273	-	500	-	1,000	500
STORMWATER DRAIN & MAINTNANCE	2,955	-	-	-	-	-	-
POND MAINTENANCE	9,539	14,351	14,638	33,744	7,434	18,568	(15,176)
NPDES	4,200	-	-	-	-	-	-
GATE MAINTENANCE	1,666	5,477	4,503	6,000	4,204	12,000	6,000
POND EROSION	-	-	-	2,500	-	10,000	7,500
COMPREHENSIVE FIELD TECH SERVICES	-	-	5,068	16,200	13,273	13,896	(2,304)
FIELD SERVICE TECH	12,232	15,301	19,877	-	-	-	-
FIELD TECH TRAVEL	3,291	2,299	1,655	-	-	-	-
SECURITY KEY FOBS & ACCESS CARDS	4,057	11,496	8,922	10,000	6,418	10,000	-
HOLIDAY DECORATIONS	-	-	4,998	5,000	4,998	7,000	2,000
CONTINGENCY	12,397	11,700	1,855	1,500	-	1,500	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	\$ 348,184	\$ 368,246	\$ 368,040	\$ 416,964	\$ 193,134	\$ 513,294	\$ 96,330

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
AMENITY CENTER OPERATIONS							
POOL SERVICE CONTRACT	\$ 10,200	\$ 14,500	\$ 12,700	\$ 13,500	\$ 8,850	\$ 20,000	\$ 6,500
POOL MAINTENANCE AND REPAIRS	398	3,850	146	3,500	-	3,500	-
POOL PERMIT	275	275	275	275	-	275	-
AMENITY MANAGEMENT	-	-	3,000	4,500	1,500	7,000	2,500
SECURITY MONITORING	3,168	3,600	3,950	3,600	1,800	3,600	-
AMENITY CENTER POWER WASH	2,000	5,125	3,000	5,250	2,250	6,000	750
AMENITY CENTER CLEANING & MAINT	2,775	4,600	2,700	7,800	3,600	12,880	5,080
AMENITY CENTER INTERNET	2,338	2,838	3,038	3,060	1,574	3,060	-
AMENITY CENTER ELECTRICITY	5,502	5,798	5,815	9,000	3,166	8,000	(1,000)
AMENITY CENTER WATER	859	1,294	1,593	2,400	1,088	2,400	-
AMENITY CENTER PEST CONTROL	1,555	636	828	1,800	720	1,560	(240)
REFUSE SERVICE	-	-	-	4,000	1,345	4,188	188
LANDSCAPE MAINTENANCE - infill	-	-	-	3,000	-	13,000	10,000
MISC.REPAIRS & MAINT.	5,132	6,217	3,262	12,500	-	20,000	7,500
WATER FEATURE MAINTENANCE	-	-	-	-	-	11,500	11,500
CONTINGENCY	-	-	-	1,000	-	1,000	-
TOTAL AMENITY CENTER OPERATIONS	\$ 34,202	\$ 48,732	\$ 40,307	\$ 75,185	\$ 25,893	\$ 117,963	\$ 42,778
CAPITAL IMPROVEMENTS							
AMENITY CENTER IMPROVEMENTS	\$ -	\$ 40,937	\$ -	\$ 5,062	\$ -	\$ -	\$ (5,062)
OTHER CAPITAL IMPROVEMENTS	44,893	18,900	33,163	-	-	-	-
TOTAL CAPITAL IMPROVEMENTS	\$ 44,893	\$ 59,837	\$ 33,163	\$ 5,062	\$ -	\$ -	\$ (5,062)
RESERVES							
OPERATING RESERVE INCREASE	-	-	-	-	-	-	-
TOTAL RESERVES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	565,781	675,770	630,900	664,151	301,954	796,090	131,939
EXCESS OF REVENUE OVER (UNDER) EXPENDITURE	(8,478)	929	44,661	-	249,799	-	-
FUND BALANCE - BEGINNING	19,020	10,542	11,471	56,132	56,132	56,132	-
INCREASE IN OPERATING RESERVES	-	-	-	-	-	-	-
FUND BALANCE - ENDING	\$ 10,542	\$ 11,471	\$ 56,132	\$ 56,132	\$ 305,931	56,132	-

Note:

(a) Revenue collections from County tax collector and/or budget funding agreement only as needed based on actuals. Draws upon budget funding agreement can only be based on actual expenditures.

FUND BALANCE ANALYSIS	Amount
Two Month Operating - Less Reserve Increase	132,682
FY 2020 Projected Reserves	56,132
Over (Under) funded	(76,550)

STATEMENT 2
WATERLEAF CDD
FY 2020 GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation

Lot Width	Units	ERU	Total ERU	% ERU
50'	263	1.00	263.00	39.91%
60'	169	1.20	202.80	30.77%
70'	138	1.40	193.20	29.32%
Total	570		659.00	100.00%

2. O&M Assessment Requirement ("AR")

AR = Total Expenditures:	796,090	<< from STMT 1
Plus: Early Payment Discount (4%):	33,876	
Plus: County Collection Charges (2%):	16,938	
Total Assessment - GROSS:	846,904	
Total ERU:	659.00	<< from Table 1. above
Total AR / ERU, net:	\$1,208.03	
Total Assessment / ERU, gross:	\$1,285.14	

3. Current FY Allocation of AR (Difference Due to Rounding) & O&M Assmt. Per Unit /(a)

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	GROSS Assmt./Unit	Total GROSS Assmt.
50'	263	1.00	\$1,208	\$317,711	\$1,285	\$337,992
60'	169	1.20	\$1,450	\$244,988	\$1,542	\$260,627
70'	138	1.40	\$1,691	\$233,391	\$1,799	\$248,290
Total	570			\$796,090		\$846,908

4. Prior FY Allocation of AR (Difference Due to Rounding) & O&M Assmt. Per Unit

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	Total Gross Assmt./Unit	Total GROSS Assmt.
50'	263	1.00	\$1,000.00	\$263,060	\$1,064.07	\$279,850
60'	169	1.20	\$1,200.00	\$202,846	\$1,276.88	\$215,793
70'	138	1.40	\$1,400.00	\$193,244	\$1,489.70	\$205,579
Total	570			\$659,150		\$701,222

5. Difference between Prior FY and Current FY

Lot Width	Units	ERU	Diff., Gross	% Diff.	Mo Amt.
50'	0	1.00	\$221.07	22.11%	\$ 18.42
60'	0	1.20	\$265.29	22.11%	\$ 22.11
70'	0	1.40	\$309.50	22.11%	\$ 25.79

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISORS COMPENSATION		12,000		Estimated 5 Supervisors to be in attendance for 12 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting.
PAYROLL TAXES		918		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll.
PAYROLL SERVICES		650		Approximately \$50 per payroll and 1x yearly fee of \$50
MEETING ROOM	PANTHER TRACE	300		\$25 per meeting
MANAGEMENT CONSULTING SRVS	DPFG	28,000		The District receives Management & Accounting services as part of the agreement
CONSTRUCTION ACCOUNTING	DPFG	2,250		Related to the 2017 bond issuance. It is anticipated about 25% of the construction funds will need to be requisitioned
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	DPFG	3,600		The District receives administrative services as part of the agreement
BANK FEES	BANK UNITED	225		Fees associated with maintaining the District's bank accounts
MISCELLANEOUS		500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING	DEBARTELEMEO	4,200		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
SUPERVISOR TRAVEL PER DIEM		250		Reimbursement to Board Supervisors for travel to District Meetings
MASS MAILING		-		As needed to mail correspondence to the residents
INSURANCE (LIABILITY, PROPERTY, CASUALTY, BRIDGE)	EGIS	22,055		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance. Confirmed with insurance agent
REGULATORY AND PERMIT FEES	Florida	175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	1,500		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	STANTEC	6,500		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VERICKER	7,000		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
PERFORMANCE & WARRANTY BOND PREMIUM		-		1.75% of bond amount
WEBSITE HOSTING	CAMPUS SUITE	2,265		ADA compliant website to be furnished by Campus Suite. Amount includes monthly scans of the website, the website platform itself as well as the remediation of 750 document pages
	Total	128,388		

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT	LERNER	6,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	24,245		Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the Series 2013, Series 2016 and Series 2017
TRUST FUND ACCOUNTING	DPFG	3,600		Reconcile trust accounts on a monthly basis for issued bonds and respond to associated compliance requirements
ARBITRAGE		2,600		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. The amount considers the 4 bond issuances at \$650 each
DEFICIT FUNDING BUDGET FY 2016		-		
	Total	36,445		
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING	TECO	103,680	NA	158 total lights. \$40 per month per light. Section 5 and 6 A street lights estimated 40 at \$40 added to current cost. Additional 102 lights to be added.
ELECTRICITY (IRRIGATION & POND PUMPS)	TECO	15,000	NA	\$1,150 mo - Electric utilities to maintain irrigation system & pond pumps. Utilize 5 meters. Added two meters in March 2019 located at Waterleaf Garden Drive. FY 2019 budget considered a full year for the two meters
LANDSCAPING MAINTENANCE	BRIGHTVIEW	260,000	OM-WL-DPFG-052	Contract for base service, annuals, pine straw, zoysia and pine strawoverseeding. Pursuant to PO, monthly contract is for \$20,388.32 and includes base contract, phase 5, amenity center, an addendum for additional pond areas and lift stations
LANDSCAPE REPLENISHMENT	BRIGHTVIEW	15,000	NA	Replenish landscape materials outside of contract scope
IRRIGATION MAINTENANCE	BRIGHTVIEW	10,000	NA	Miscellaneous expenditures related to the repair of the irrigation system -
LANDSCAPE MAINTENANCE - FINAL PHASE	BRIGHTVIEW	20,000		Estimate from Brightview without final drawing (for example, for second entrance gate of Palm Hill, back wall, pond walkway). Contingency for unforeseen maintenance items related to close out)
RETENTION POND MOWING	BRIGHTVIEW	-	NA	In Base Contract
MITIGATION MONITORING & MAINTENANCE	HAMILTON ENGINEERING	3,240	OM-WL-023	Mitigation Monitoring & Maintenance - Phase 4. Pursuant to PO. Semi Annual Monitoring is \$700 per event and mitigation maintenance is \$460 per quarter
PET WASTE REMOVAL	POOP 911	5,120	OM-WL-094	Removal of pet waste, replacement of can liners, check and pick up bags at 4 waste stations. Pick up bags of 2,000 are included. Adding additional stations in FY 20
PAVEMENT REPAIRS	NA	1,500	NA	Miscellaneous as needed
SIGNAGE	NA	750	NA	Miscellaneous as needed
SECURITY PATROL (SHERIFF)	Sheriff	5,040	NA	Estimated at 6 hours per week at \$35 per hour, inclusive of mileage fees, 24 weeks

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
SECURITY OTHER - REPAIRS	NA	1,000	NA	Miscellaneous as needed
STORMWATER DRAIN & MAINTNANCE	GENESIS	-	NA	Monthly drain clean out, replacement of rock bags, and protection replacement. Have not been billed since Ju;y 2016
POND MAINTENANCE	AQUATIC SYSTEMS	18,568	OM-WL-140 & New estimate for sites 21 & 22	Aquatic Weed Control - 11 ponds. Increasing in August 2018 to \$810 mo. Additional 5 sites added at \$429 per month +\$2,500 for misc. plantings, etc. New estimate obtained for sites 21 and 22 - \$100 monthly
NPDES	GENESIS	-	NA	(National Pollutant Discharge Elimination System) related to the stormwater system
GATE MAINTENANCE	Gate Pro	12,000	NA	Main and Rear Entrance gate operations. As needed, includes Door King to energize the remote access system. Service calls \$250 x 5.
POND EROSION	VARIOUS	10,000	NA	Based on necessary erosion control measures
COMPREHENSIVE FIELD TECH SERVICES	DPFG	13,896	DPFG Contract	Directs day to day operations of District and oversees Field Tech Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security hardware, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board, including travel expense for tech.
FIELD SERVICE TECH		-	NA	Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board
FIELD TECH TRAVEL EXPENSE	NA	-	NA	Travel expense for Field Tech
SECURITY KEY CARDS & FOBS	NA	10,000	NA	Phase 3B, 4B, 6A. Need 150 clickers x 2 = 300 x 30 \$9,000 plus replacments
HOLIDAY DECORATIONS	NA	7,000	NA	Estimated
CONTINGENCY	MISC	1,500	NA	Miscellaneous expenditures not accounted for in the above lines. Also includes \$600 for quarterly maintenance inspections of electrical and plumbing.
	Total	513,294		

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	H2 POOL SERVICES	20,000	OM-WL-117	Yearly cleaning 7 days a week/52 weeks
POOL MAINTENANCE AND REPAIRS	H2 POOL SERVICES	3,500	NA	Miscellaneous as needed
POOL PERMIT	STATE OF FLORIDA	275	NA	Required
AMENITY MANAGEMENT	DPFG	7,000	DPFG Contract	Track and handle facility access keys, coordination of janitorial services, track and coordinate facility rental activities, and implement general operation and rule for the amenity
SECURITY MONITORING	CIRTICAL INTERVENTION	3,600	OM-WL-002	CCTV Monitoring - \$300 monthly. Security cameras
AMENITY CENTER PRESSURE WASH	H2 POOL SERVICES	6,000	OM-WL-117	Average \$6,000 yearly /2X per month
AMENITY CENTER CLEANING & MAINT	H2 POOL SERVICES	12,880	OM-WL-117	7 day cleaning of clubhouse facilities \$980 monthly(plus extra party clean up May -September 140 per x8= \$1,120)
AMENITY CENTER INTERNET	BRIGHTHOUSE	3,060	NA	Internet and cable for gate house and amenity center, average bill is \$255 monthly
AMENITY CENTER ELECTRICITY	TECO	8,000	NA	Electric Utility for clubhouse
AMENITY CENTER WATER	HILLSBOROUGH COUNTY	2,400	NA	Amenity Center Water Averages \$200 monthly, will peak higher in the summer months due to pool water absorption
AMENITY CENTER PEST CONTROL	EARTH TECH	1,560	OM-WL-DPFG-024	Pest control of amenity center - \$120 monthly. Included an additional month for any specialty sprayings for ants, etc.
REFUSE SERVICE		4,188	OM-WL-148	Estimated from Waste Management, inclusive of 2x weekly pickup of 4 yard dumpster, includes some overage . Standard bill is \$224 per month. Approximatley \$1,500 is for overages
LANDSCAPE MAINTENANCE - Infill	MISC LANDSCAPE IMPROVEMENTS AT AMENITY CENTER	13,000	NA	Additional landscape improvements as needed (\$13,000)
MISC. REPAIRS & MAINT.	AS NEEDED	20,000	NA	Furniture repair and replacement (10,000), painting,(2,000) elc (3,500). Plumbing (3,000) etc(1,500)
WATER FEATURE MAINTENANCE	H2 POOL SERVICES	11,500	OM-WL-117	Provides for 2 days per month of service and cleaning at \$250 monthly (OM-WL-117). In addition, Maintenance service for front fountain (\$5000) and pond areators (\$3500).
CONTINGENCY		1,000		As needed
		117,963		
CAPITAL IMPROVEMENTS				
AMENITY CENTER IMPROVEMENTS		-		Capital projects and enhancements deemed necessary for the amenity center (Developer funded)
OTHER CAPITAL IMPROVEMENTS		-		
INCREASE IN OPERATING RESERVES		-		Need 2 months operating expenses to cover until receive tax assessments

EXHIBIT 4.

RESOLUTION 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Waterleaf Community Development District (“District”) prior to June 15, 2019, a proposed operations and maintenance budget for Fiscal Year 2019/2020; 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 WATERLEAF COMMUNITY DEVELOPMENT DISTRICT:

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

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

DATE: August 20, 2019

HOUR: 6:00 p.m.

LOCATION: Panther Trace II Clubhouse
11518 Newgate Crest Drive
Riverview, Florida

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to Hillsborough County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** 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 days before the budget hearing date and to keep the proposed budget posted on the District's website for at least 45 days, as set forth in Section 2.

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

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

PASSED AND ADOPTED THIS 30TH DAY OF MAY, 2019.

ATTEST:

**WATERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Paul Cusmano

Printed Name

Title:

- ☐ Secretary
- ☐ Assistant Secretary

Signature

Mike Lawson

Printed Name

Title:

- ☐ Chair of the Board of Supervisors
- ☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed FY 2019/2020 Budget

EXHIBIT A

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
REVENUE							
GENERAL FUND REVENUES (Net FY 2017 & 18)	\$ 231,505	\$ 258,339	\$ 674,851	\$ 664,151	\$ 551,753	796,090	\$ 131,939
GENERAL FUND REVENUES, BUDGET FUNDING	271,514	232,230	-	-	-	-	-
MISCELLANEOUS	1,873	72,756	280	-	-	-	-
DEVELOPER DEFICIT FUNDING	52,183	113,149	-	-	-	-	-
INTEREST	228	225	430	-	-	-	-
TOTAL REVENUE	\$ 557,303	\$ 676,699	\$ 675,561	\$ 664,151	\$ 551,753	\$ 796,090	\$ 131,939
EXPENDITURES							
GENERAL ADMINISTRATIVE:							
SUPERVISORS COMPENSATION	\$ 5,000	\$ 5,600	\$ 4,200	\$ 8,000	\$ 1,800	\$ 12,000	\$ 4,000
PAYROLL TAXES	383	428	321	612	138	918	306
PAYROLL SERVICES	448	325	394	457	252	650	193
MEETING ROOM RENTAL	-	25	6	200	31	300	100
MANAGEMENT CONSULTING SERVICES	24,000	24,000	27,996	28,000	13,998	28,000	-
CONSTRUCTION ACCOUNTING SERVICES	2,500	9,000	2,500	3,600	2,500	2,250	(1,350)
PLANNING, COORDINATING & CONTRACT SRVCS.	36,000	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	3,600	3,600	1,800	3,600	-
BANK FEES	80	100	298	225	130	225	-
MISCELLANEOUS	728	-	711	500	-	500	-
AUDITING SERVICES	2,500	2,350	2,400	4,200	-	4,200	-
SUPERVISOR TRAVEL PER DIEM	21	40	14	250	15	250	-
MASS MAILING	554	422	-	-	-	-	-
INSURANCE	18,025	17,803	23,537	25,151	13,078	22,055	(3,096)
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,689	2,573	1,250	1,200	1,400	1,500	300
ENGINEERING SERVICES	9,133	7,011	4,131	6,500	1,100	6,500	-
LEGAL SERVICES	9,800	7,672	7,788	7,000	3,692	7,000	-
PERFORMANCE & WARRANTY BOND	-	5,000	5,000	5,000	-	-	(5,000)
WEBSITE HOSTING	1,001	737	738	720	360	2,265	1,545
TOTAL GENERAL ADMINISTRATIVE	\$ 115,638	\$ 122,862	\$ 121,059	\$ 131,390	\$ 58,469	\$ 128,388	\$ (3,002)
DEBT ADMINISTRATION:							
DISSEMINATION AGENT	\$ 6,000	\$ 7,000	\$ 8,000	\$ 6,000	\$ 8,000	\$ 6,000	\$ -
TRUSTEE FEES	11,314	12,661	24,782	24,000	14,008	24,245	245
TRUST FUND ACCOUNTING	3,600	3,600	3,600	3,600	1,800	3,600	-
ARBITRAGE	1,950	650	1,950	1,950	650	2,600	650
DEFICIT BUDGET FUNDING	-	52,183	30,000	-	-	-	-
TOTAL DEBT ADMINISTRATION	\$ 22,864	\$ 76,094	\$ 68,332	\$ 35,550	\$ 24,458	\$ 36,445	\$ 895

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
PHYSICAL ENVIRONMENT EXPENDITURES:							
STREETPOLE LIGHTING	\$ 46,310	\$ 55,039	\$ 60,930	\$ 75,840	\$ 32,607	\$ 103,680	\$ 27,840
ELECTRICITY (IRRIGATION & POND PUMPS)	11,109	8,306	8,365	14,400	4,715	15,000	600
LANDSCAPING MAINTENANCE	178,216	192,581	224,026	217,000	107,348	260,000	43,000
LANDSCAPE REPLINISHMENT	45,480	28,439	7,408	10,000	4,272	15,000	5,000
IRRIGATION MAINTENANCE	4,823	4,624	296	6,000	5,465	10,000	4,000
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	4,610	-	20,000	15,390
RETENTION POND MOWING	3,300	1,350	-	-	-	-	-
MITIGATION MONITORING & MAINTENANCE	2,540	2,540	460	3,250	700	3,240	(10)
PET WASTE REMOVAL	1,708	3,071	2,232	3,420	1,700	5,120	1,700
PAVEMENT REPAIRS	-	5,425	-	1,500	-	1,500	-
SIGNAGE	896	-	-	500	-	750	250
SECURITY PATROL	3,465	2,975	2,807	5,000	-	5,040	40
SECURITY OTHER	-	3,273	-	500	-	1,000	500
STORMWATER DRAIN & MAINTNANCE	2,955	-	-	-	-	-	-
POND MAINTENANCE	9,539	14,351	14,638	33,744	7,434	18,568	(15,176)
NPDES	4,200	-	-	-	-	-	-
GATE MAINTENANCE	1,666	5,477	4,503	6,000	4,204	12,000	6,000
POND EROSION	-	-	-	2,500	-	10,000	7,500
COMPREHENSIVE FIELD TECH SERVICES	-	-	5,068	16,200	13,273	13,896	(2,304)
FIELD SERVICE TECH	12,232	15,301	19,877	-	-	-	-
FIELD TECH TRAVEL	3,291	2,299	1,655	-	-	-	-
SECURITY KEY FOBS & ACCESS CARDS	4,057	11,496	8,922	10,000	6,418	10,000	-
HOLIDAY DECORATIONS	-	-	4,998	5,000	4,998	7,000	2,000
CONTINGENCY	12,397	11,700	1,855	1,500	-	1,500	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	\$ 348,184	\$ 368,246	\$ 368,040	\$ 416,964	\$ 193,134	\$ 513,294	\$ 96,330

**STATEMENT 1
WATERLEAF CDD
FY 2020 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD- MARCH	FY 2020 PROPOSED	VARIANCE 2019 TO 2020
AMENITY CENTER OPERATIONS							
POOL SERVICE CONTRACT	\$ 10,200	\$ 14,500	\$ 12,700	\$ 13,500	\$ 8,850	\$ 20,000	\$ 6,500
POOL MAINTENANCE AND REPAIRS	398	3,850	146	3,500	-	3,500	-
POOL PERMIT	275	275	275	275	-	275	-
AMENITY MANAGEMENT	-	-	3,000	4,500	1,500	7,000	2,500
SECURITY MONITORING	3,168	3,600	3,950	3,600	1,800	3,600	-
AMENITY CENTER POWER WASH	2,000	5,125	3,000	5,250	2,250	6,000	750
AMENITY CENTER CLEANING & MAINT	2,775	4,600	2,700	7,800	3,600	12,880	5,080
AMENITY CENTER INTERNET	2,338	2,838	3,038	3,060	1,574	3,060	-
AMENITY CENTER ELECTRICITY	5,502	5,798	5,815	9,000	3,166	8,000	(1,000)
AMENITY CENTER WATER	859	1,294	1,593	2,400	1,088	2,400	-
AMENITY CENTER PEST CONTROL	1,555	636	828	1,800	720	1,560	(240)
REFUSE SERVICE	-	-	-	4,000	1,345	4,188	188
LANDSCAPE MAINTENANCE - infill	-	-	-	3,000	-	13,000	10,000
MISC.REPAIRS & MAINT.	5,132	6,217	3,262	12,500	-	20,000	7,500
WATER FEATURE MAINTENANCE	-	-	-	-	-	11,500	11,500
CONTINGENCY	-	-	-	1,000	-	1,000	-
TOTAL AMENITY CENTER OPERATIONS	\$ 34,202	\$ 48,732	\$ 40,307	\$ 75,185	\$ 25,893	\$ 117,963	\$ 42,778
CAPITAL IMPROVEMENTS							
AMENITY CENTER IMPROVEMENTS	\$ -	\$ 40,937	\$ -	\$ 5,062	\$ -	\$ -	\$ (5,062)
OTHER CAPITAL IMPROVEMENTS	44,893	18,900	33,163	-	-	-	-
TOTAL CAPITAL IMPROVEMENTS	\$ 44,893	\$ 59,837	\$ 33,163	\$ 5,062	\$ -	\$ -	\$ (5,062)
RESERVES							
OPERATING RESERVE INCREASE	-	-	-	-	-	-	-
TOTAL RESERVES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	565,781	675,770	630,900	664,151	301,954	796,090	131,939
EXCESS OF REVENUE OVER (UNDER) EXPENDITURE	(8,478)	929	44,661	-	249,799	-	-
FUND BALANCE - BEGINNING	19,020	10,542	11,471	56,132	56,132	56,132	-
INCREASE IN OPERATING RESERVES	-	-	-	-	-	-	-
FUND BALANCE - ENDING	\$ 10,542	\$ 11,471	\$ 56,132	\$ 56,132	\$ 305,931	56,132	-

Note:

(a) Revenue collections from County tax collector and/or budget funding agreement only as needed based on actuals. Draws upon budget funding agreement can only be based on actual expenditures.

FUND BALANCE ANALYSIS	Amount
Two Month Operating - Less Reserve Increase	132,682
FY 2020 Projected Reserves	56,132
Over (Under) funded	(76,550)

STATEMENT 2
WATERLEAF CDD
FY 2020 GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation

Lot Width	Units	ERU	Total ERU	% ERU
50'	263	1.00	263.00	39.91%
60'	169	1.20	202.80	30.77%
70'	138	1.40	193.20	29.32%
Total	570		659.00	100.00%

2. O&M Assessment Requirement ("AR")

AR = Total Expenditures:	796,090	<< from STMT 1
Plus: Early Payment Discount (4%):	33,876	
Plus: County Collection Charges (2%):	16,938	
Total Assessment - GROSS:	846,904	
Total ERU:	659.00	<< from Table 1. above
Total AR / ERU, net:	\$1,208.03	
Total Assessment / ERU, gross:	\$1,285.14	

3. Current FY Allocation of AR (Difference Due to Rounding) & O&M Assmt. Per Unit /(a)

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	GROSS Assmt./Unit	Total GROSS Assmt.
50'	263	1.00	\$1,208	\$317,711	\$1,285	\$337,992
60'	169	1.20	\$1,450	\$244,988	\$1,542	\$260,627
70'	138	1.40	\$1,691	\$233,391	\$1,799	\$248,290
Total	570			\$796,090		\$846,908

4. Prior FY Allocation of AR (Difference Due to Rounding) & O&M Assmt. Per Unit

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	Total Gross Assmt./Unit	Total GROSS Assmt.
50'	263	1.00	\$1,000.00	\$263,060	\$1,064.07	\$279,850
60'	169	1.20	\$1,200.00	\$202,846	\$1,276.88	\$215,793
70'	138	1.40	\$1,400.00	\$193,244	\$1,489.70	\$205,579
Total	570			\$659,150		\$701,222

5. Difference between Prior FY and Current FY

Lot Width	Units	ERU	Diff., Gross	% Diff.	Mo Amt.
50'	0	1.00	\$221.07	22.11%	\$ 18.42
60'	0	1.20	\$265.29	22.11%	\$ 22.11
70'	0	1.40	\$309.50	22.11%	\$ 25.79

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISORS COMPENSATION		12,000		Estimated 5 Supervisors to be in attendance for 12 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting.
PAYROLL TAXES		918		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll.
PAYROLL SERVICES		650		Approximately \$50 per payroll and 1x yearly fee of \$50
MEETING ROOM	PANTHER TRACE	300		\$25 per meeting
MANAGEMENT CONSULTING SRVS	DPFG	28,000		The District receives Management & Accounting services as part of the agreement
CONSTRUCTION ACCOUNTING	DPFG	2,250		Related to the 2017 bond issuance. It is anticipated about 25% of the construction funds will need to be requisitioned
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	DPFG	3,600		The District receives administrative services as part of the agreement
BANK FEES	BANK UNITED	225		Fees associated with maintaining the District's bank accounts
MISCELLANEOUS		500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING	DEBARTELEMEIO	4,200		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
SUPERVISOR TRAVEL PER DIEM		250		Reimbursement to Board Supervisors for travel to District Meetings
MASS MAILING		-		As needed to mail correspondence to the residents
INSURANCE (LIABILITY, PROPERTY, CASUALTY, BRIDGE)	EGIS	22,055		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance. Confirmed with insurance agent
REGULATORY AND PERMIT FEES	Florida	175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	1,500		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	STANTEC	6,500		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VERICKER	7,000		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
PERFORMANCE & WARRANTY BOND PREMIUM		-		1.75% of bond amount
WEBSITE HOSTING	CAMPUS SUITE	2,265		ADA compliant website to be furnished by Campus Suite. Amount includes monthly scans of the website, the website platform itself as well as the remediation of 750 document pages
	Total	128,388		

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT	LERNER	6,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	24,245		Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the Series 2013, Series 2016 and Series 2017
TRUST FUND ACCOUNTING	DPFG	3,600		Reconcile trust accounts on a monthly basis for issued bonds and respond to associated compliance requirements
ARBITRAGE		2,600		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. The amount considers the 4 bond issuances at \$650 each
DEFICIT FUNDING BUDGET FY 2016		-		
	Total	36,445		
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING	TECO	103,680	NA	158 total lights. \$40 per month per light. Section 5 and 6 A street lights estimated 40 at \$40 added to current cost. Additional 102 lights to be added.
ELECTRICITY (IRRIGATION & POND PUMPS)	TECO	15,000	NA	\$1,150 mo - Electric utilities to maintain irrigation system & pond pumps. Utilize 5 meters. Added two meters in March 2019 located at Waterleaf Garden Drive. FY 2019 budget considered a full year for the two meters
LANDSCAPING MAINTENANCE	BRIGHTVIEW	260,000	OM-WL-DPFG-052	Contract for base service, annuals, pine straw, zoysia and pine strawoverseeding. Pursuant to PO, monthly contract is for \$20,388.32 and includes base contract, phase 5, amenity center, an addendum for additional pond areas and lift stations
LANDSCAPE REPLENISHMENT	BRIGHTVIEW	15,000	NA	Replenish landscape materials outside of contract scope
IRRIGATION MAINTENANCE	BRIGHTVIEW	10,000	NA	Miscellaneous expenditures related to the repair of the irrigation system -
LANDSCAPE MAINTENANCE - FINAL PHASE	BRIGHTVIEW	20,000		Estimate from Brightview without final drawing (for example, for second entrance gate of Palm Hill, back wall, pond walkway). Contingency for unforeseen maintenance items related to close out)
RETENTION POND MOWING	BRIGHTVIEW	-	NA	In Base Contract
MITIGATION MONITORING & MAINTENANCE	HAMILTON ENGINEERING	3,240	OM-WL-023	Mitigation Monitoring & Maintenance - Phase 4. Pursuant to PO. Semi Annual Monitoring is \$700 per event and mitigation maintenance is \$460 per quarter
PET WASTE REMOVAL	POOP 911	5,120	OM-WL-094	Removal of pet waste, replacement of can liners, check and pick up bags at 4 waste stations. Pick up bags of 2,000 are included. Adding additional stations in FY 20
PAVEMENT REPAIRS	NA	1,500	NA	Miscellaneous as needed
SIGNAGE	NA	750	NA	Miscellaneous as needed
SECURITY PATROL (SHERIFF)	Sheriff	5,040	NA	Estimated at 6 hours per week at \$35 per hour, inclusive of mileage fees, 24 weeks

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
SECURITY OTHER - REPAIRS	NA	1,000	NA	Miscellaneous as needed
STORMWATER DRAIN & MAINTNANCE	GENESIS	-	NA	Monthly drain clean out, replacement of rock bags, and protection replacement. Have not been billed since Ju;y 2016
POND MAINTENANCE	AQUATIC SYSTEMS	18,568	OM-WL-140 & New estimate for sites 21 & 22	Aquatic Weed Control - 11 ponds. Increasing in August 2018 to \$810 mo. Additional 5 sites added at \$429 per month +\$2,500 for misc. plantings, etc. New estimate obtained for sites 21 and 22 - \$100 monthly
NPDES	GENESIS	-	NA	(National Pollutant Discharge Elimination System) related to the stormwater system
GATE MAINTENANCE	Gate Pro	12,000	NA	Main and Rear Entrance gate operations. As needed, includes Door King to energize the remote access system. Service calls \$250 x 5.
POND EROSION	VARIOUS	10,000	NA	Based on necessary erosion control measures
COMPREHENSIVE FIELD TECH SERVICES	DPFG	13,896	DPFG Contract	Directs day to day operations of District and oversees Field Tech Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security hardware, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board, including travel expense for tech.
FIELD SERVICE TECH		-	NA	Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board
FIELD TECH TRAVEL EXPENSE	NA	-	NA	Travel expense for Field Tech
SECURITY KEY CARDS & FOBS	NA	10,000	NA	Phase 3B, 4B, 6A. Need 150 clickers x 2 = 300 x 30 \$9,000 plus replacments
HOLIDAY DECORATIONS	NA	7,000	NA	Estimated
CONTINGENCY	MISC	1,500	NA	Miscellaneous expenditures not accounted for in the above lines. Also includes \$600 for quarterly maintenance inspections of electrical and plumbing.
	Total	513,294		

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	H2 POOL SERVICES	20,000	OM-WL-117	Yearly cleaning 7 days a week/52 weeks
POOL MAINTENANCE AND REPAIRS	H2 POOL SERVICES	3,500	NA	Miscellaneous as needed
POOL PERMIT	STATE OF FLORIDA	275	NA	Required
AMENITY MANAGEMENT	DPFG	7,000	DPFG Contract	Track and handle facility access keys, coordination of janitorial services, track and coordinate facility rental activities, and implement general operation and rule for the amenity
SECURITY MONITORING	CIRTICAL INTERVENTION	3,600	OM-WL-002	CCTV Monitoring - \$300 monthly. Security cameras
AMENITY CENTER PRESSURE WASH	H2 POOL SERVICES	6,000	OM-WL-117	Average \$6,000 yearly /2X per month
AMENITY CENTER CLEANING & MAINT	H2 POOL SERVICES	12,880	OM-WL-117	7 day cleaning of clubhouse facilities \$980 monthly(plus extra party clean up May -September 140 per x8= \$1,120)
AMENITY CENTER INTERNET	BRIGHTHOUSE	3,060	NA	Internet and cable for gate house and amenity center, average bill is \$255 monthly
AMENITY CENTER ELECTRICITY	TECO	8,000	NA	Electric Utility for clubhouse
AMENITY CENTER WATER	HILLSBOROUGH COUNTY	2,400	NA	Amenity Center Water Averages \$200 monthly, will peak higher in the summer months due to pool water absorption
AMENITY CENTER PEST CONTROL	EARTH TECH	1,560	OM-WL-DPFG-024	Pest control of amenity center - \$120 monthly. Included an additional month for any specialty sprayings for ants, etc.
REFUSE SERVICE		4,188	OM-WL-148	Estimated from Waste Management, inclusive of 2x weekly pickup of 4 yard dumpster, includes some overage . Standard bill is \$224 per month. Approximatley \$1,500 is for overages
LANDSCAPE MAINTENANCE - Infill	MISC LANDSCAPE IMPROVEMENTS AT AMENITY CENTER	13,000	NA	Additional landscape improvements as needed (\$13,000)
MISC. REPAIRS & MAINT.	AS NEEDED	20,000	NA	Furniture repair and replacement (10,000), painting,(2,000) elc (3,500). Plumbing (3,000) etc(1,500)
WATER FEATURE MAINTENANCE	H2 POOL SERVICES	11,500	OM-WL-117	Provides for 2 days per month of service and cleaning at \$250 monthly (OM-WL-117). In addition, Maintenance service for front fountain (\$5000) and pond areators (\$3500).
CONTINGENCY		1,000		As needed
		117,963		
CAPITAL IMPROVEMENTS				
AMENITY CENTER IMPROVEMENTS		-		Capital projects and enhancements deemed necessary for the amenity center (Developer funded)
OTHER CAPITAL IMPROVEMENTS		-		
INCREASE IN OPERATING RESERVES		-		Need 2 months operating expenses to cover until receive tax assessments

EXHIBIT 5.

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterleaf Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Hillsborough County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair of the Board of Supervisors to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chair the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

- 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- 2. DELEGATION OF AUTHORITY.** The Chair of the District’s Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. In the event that the Chair is unavailable, any Board Supervisor is authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chair, Secretary, and Assistant Secretary of the District’s Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances. Such authority shall be subject to the District Engineer and District Counsel’s review and approval.
- 3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 30TH DAY OF MAY, 2019.

**WATERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: Paul Cusmano

Chair/ Vice Chair
Print Name: Mike Lawson

EXHIBIT 6.

**AGREEMENT FOR FACILITY AND SYSTEMS CONSTRUCTION,
REPAIRS AND MAINTENANCE**

THIS AGREEMENT is made effective the ____ day of _____ 2019, by and between the **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statute, ("**District**") and the **WATERLEAF OF HILLSBOROUGH COUNTY HOMEOWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation ("**Association**").

RECITALS:

A. District is the owner of lands and facilities within the development known as Waterleaf ("**Development**"), and Association is the community association pursuant to restrictions for the Development.

B. District is responsible for the installation, repair and maintenance of certain infrastructure facilities and associated systems (the "**Facilities and Systems**").

C. Association was formed to preserve and enhance the values and quality of life in the Development and the health, safety and welfare of the residents thereof.

D. Association and District desire to co-operate in the funding for the installation, repair and maintenance of the Facilities and Systems, for the benefit of all residents of the District and Association Owners.

E. District possesses experience arranging for the installation, repair and maintenance of the Facilities and Systems within the District.

F. Association has sufficient funds available to contribute to the installation, repair and maintenance of the Facilities and Systems within the District without any increase in assessments to Owners.

G. District and Association desire to enter into an agreement whereby the Association funds the installation, repair and maintenance of the Facilities and Systems, and the District is principally responsible for contracting and supervising the installation, repair and maintenance of the Facilities and Systems

NOW THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, District and Association agree as follows:

1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.

2. Construction Contracts and Funding.

a) The parties acknowledge that it is in the best interest of the residents and property owners in the District to provide for the Facilities and Systems. The District shall be

responsible for contracting and supervising the installation, repair and maintenance of the Facilities and Systems. The District shall ensure that evidence of insurance required by this Agreement shall be provided to District and Association at the time of execution of any construction contracts.

- b) The District will invoice the Association for the amount of the contract billings as they are received during the construction period. The District shall not include any administrative fees or overhead of the District, and shall only include those expenses directly related to the construction contracts. District shall pay the contract billings after it receives the payment from the Association or may elect for the Association to pay the contract billings directly to the contractors.

3. Association's Review of Proposal. Within seven (7) days after District receives a proposal(s) for construction of the recreation facilities and associated systems, District shall provide a copy of the proposal to Association for review. If Association objects to the proposal in any respect, Association shall promptly notify District of its objections. In such event, Association and District agree to cooperate in good faith toward resolving Association's objections prior to District's acceptance of the proposal.

4. Payment. The District shall invoice the Association no more than twice a month for the contract billings that the District will receive during the construction period so that the District can be funded to pay the billings. In lieu of the Association funding the District, the District may elect for the Association to pay the contract billings directly to the contractor. The total amount funded to the District or paid to a contractor by the Association shall not exceed the available unrestricted funds available in the Association's budget. Any cost of installation, repair and maintenance that exceeds the Association available unrestricted funds shall be paid by the District. Invoices will be paid in full to the District or contractor within a thirty-day period.

5. Inspection of Records Payment Disputes. Upon request, District shall make available to Association for review at a reasonable time and place, its books and records with respect to the construction costs. In the event of a dispute between the parties relating to the reimbursement of the construction costs, Association shall pay the amount requested by District in the time frame set forth above. Association shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Association to dispute the correct amount of such required payment.

6. Termination. This Agreement shall terminate upon the final disbursement of the Association's unrestricted funds as the Association may determine in its discretion. Notwithstanding anything in this Agreement to the contrary, the District and Association shall each have the right to terminate this Agreement upon thirty (30) days written notice with or without cause. District shall ensure that all contracts with persons or entities performing services contain a provision that such contract may be terminated, upon thirty (30) days written notice without cause. Upon termination, the District and Association shall account to each other with respect to all matters outstanding as of the date of termination.

7. Insurance. District shall ensure that the following language is included in all contracts with persons or entities performing services:

- a) The Contractor shall provide and maintain during the term of this Contract "Workmen's Compensation Insurance" in accordance with the laws of the State of Florida for all of his employees employed at the site of the project and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b) The Contractor shall provide and maintain during the term of this Contract, insurance that will protect him, and any Subcontractor performing Work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will defend, indemnify and hold harmless the District and Association, and their agents and employees from and against all claims, costs, expenses, including attorneys' fees and damages arising out of or resulting from the performance of the Work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claims, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with limits as follows:

- 1. Commercial General Liability Insurance - \$ 2,000,000.00, including bodily injury, and products and/or completed operations, explosion hazard, collapse hazard and underground property damage hazard. The Owner shall be named as an additional insured.
 - 2. Comprehensive auto liability insurance - \$ 2,000,000.00.
 - 3. Employer's Liability Coverage - \$2,000,000.00 per accident or disease.
- c) All such insurance shall be obtained from companies licensed and authorized or eligible to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.
 - d) Prior to the time of the execution of the Contract, the Contractor will file with the District certificates of such insurance acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the District and shall be in substantially the form provided with the proposal.

- e) The District and Association, their staff, consultants and supervisors shall be named as additional insureds, The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.
- f) If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. The District may waive certain insurance requirements if they are determined to be unnecessary.
- a. Indemnification. District shall ensure that the following language is included in all contracts with persons or entities performing services:
 - a) The Contractor agrees to defend, indemnify, and hold harmless the District, the Association, and their officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 190, Florida Statutes, or other statute.
 - b) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

8. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

9. 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.

10. Authority to Contract. 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.

11. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and may be delivered electronically or mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

If to Association: Waterleaf of Hillsborough County
Homeowners Association, Inc.
c/o Artemis Lifestyles
1631 East Vine Street
Suite 300
Kissimmee, FL 34744

If to District: Waterleaf Community
Development District
c/o DPFG
15310 Amberly Drive Ste., 175
Tampa, FL 33647

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, FL 33606

12. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. Term. This Agreement shall become effective as of the date of execution by the last signing party and remain in effect until final disbursement of the Association's unrestricted cash or unless otherwise terminated by either party in accordance with Section 6. of this Agreement.

14. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

15. Interest and Attorneys' Fees. Any payment due from Association to District shall bear interest at the highest permissible rate of interest under the laws of the State of Florida, from the date such payment is due pursuant to this Agreement. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees incurred in appellate proceedings.

16. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other. Any purported assignment without such approval shall be void.

17. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Association 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.

18. Binding Effect; No Third Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of District and Association. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

20. Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. Public Records. As required under Section 119.0701, Florida Statutes, Association shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Association does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Association upon termination of the contract 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.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT PAUL.CUSMANO@DPFG.COM, OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.

IN WITNESS WHEREOF, District and Association have each caused their duly authorized officers to execute this Agreement as of the date and year first above written.

**WATERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

**WATERLEAF OF HILLSBOROUGH
COUNTY HOMEOWNERS ASSOCIATION,
INC.**

By: _____
Mike Lawson
Chair

By: _____
John M. Ryan
President

EXHIBIT 7.



Craig Latimer
Supervisor of Elections

Our Vision: To be the best place in America to vote

GOVERNOR'S
STERLING
AWARD
RECIPIENT

April 19, 2019

Paul Cusmano
Waterleaf CDD
15310 Amberly Drive, Suite 175
Tampa, FL 33647

Dear Paul Cusmano,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2019, listed below.

Community Development District	Number of Registered Electors
Waterleaf CDD	820

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@hcsoe.org.

Respectfully,

Enjoli White
Candidate Services Liaison

EXHIBIT 8.

These filings are normally limited to disclosure of specific information required by regulation. By complying with these requirements the reporting parties do not represent that the information provided is sufficiently complete to afford a satisfactory basis for an investment decision.

This filing will not be amended or updated to reflect subsequent events. Investors should supplement the information herein by taking into account previous filings, particularly that of the Final Official Statement and subsequent filings, particularly those involving “Event Notices”.

**WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds,
Series 2013A-1, 2013A-2 & 2013A-3
CUSIP No.**

94155TAC6

94155TAF9

94155TAJ1

**Issuer Annual Continuing Disclosure
Report**

**Fiscal Year Ended
September 30, 2018**

March 2019

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2013A-1, 2013A-2 & 2013A-3
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

1. The amount of Assessments levied for the most recent Fiscal Year (tax year 2017).
 - **\$296,081.00 – levied on the roll (net)**
2. The amount of Assessments collected from the property owners during the most recent Fiscal Year (tax year 2017).
 - **\$296,081.00 – collected on the tax roll (net) (includes prepayments)**
3. The amounts of prepayments for Fiscal Year.
 - **\$0.00 - prepayments**
4. If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners (tax year 2017).
 - **\$2,240.47 – delinquent (combined with O&M) (includes Series 2014 and 2016)**
5. If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year (tax year 2017).
 - **\$2,240.47– sold (combined with O&M) (includes Series 2014 and 2016)**
6. Account and Fund balances for the 2013 Bonds as of 9/30/2018:

WATERLEAF CDD 2013 A-1 REVENUE	124,450.40
WATERLEAF CDD 2013 A-1 RESERVE	222,687.51
WATERLEAF CDD 2013 A-1/A-2 ACQ/CONST	0.02
WATERLEAF CDD 2013 A-2 INTEREST	0.00
WATERLEAF CDD 2013 A-2 PREPAY	13,706.34
WATERLEAF CDD 2013 A-2 RESERVE	8,937.50
WATERLEAF CDD 2013 A-2 REVENUE	1,369.13
WATERLEAF CDD 2013 A-3 ACQ/CONST	0.02
WATERLEAF CDD 2013 A-3 INT	11,138.96
WATERLEAF CDD 2013 A-3 PREPMT	377,144.64
WATERLEAF CDD 2013 A-3 RESERVE	84,165.00
WATERLEAF CDD 2013 A-3 REVENUE	20,967.18

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2013A-1, 2013A-2 & 2013A-3
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

7. The total amount of Bonds Outstanding as of 9/30/2018.

• Bond Outstanding	
Series 2013A-1	\$2,520,000
Series 2013A-2	\$ 50,000
Series 2013A-3	\$ 905,000

8. The amount of principal and interest to be paid in the current Fiscal Year (2019).

• Budgeted Series 2013A-1 Principal	\$35,000.00
• Budgeted Series 2013A-1 Interest	\$188,813.00
• Budgeted Series 2013A-2 Principal	\$5,000.00
• Budgeted Series 2013A-2 Principal	\$3,563.00
• Budgeted Series 2013A-3 Principal	\$10,000.00
• Budgeted Series 2013A-3 Interest	\$70,200.00

9. The most recent audited financial statements of the District.

- **To be provided under separate cover when they become available.**

These filings are normally limited to disclosure of specific information required by regulation. By complying with these requirements the reporting parties do not represent that the information provided is sufficiently complete to afford a satisfactory basis for an investment decision.

This filing will not be amended or updated to reflect subsequent events. Investors should supplement the information herein by taking into account previous filings, particularly that of the Final Official Statement and subsequent filings, particularly those involving “Event Notices”.

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds,
Series 2014A
CUSIP No.

94155TAK8

Issuer Annual Continuing Disclosure
Report

Fiscal Year Ended
September 30, 2018

March 2019

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2014A
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

1. The amount of Assessments levied for the most recent Fiscal Year (tax year 2017).
 - **\$116,489.00 – levied on the tax roll**
2. The amount of Assessments collected from the property owners during the most recent Fiscal Year (tax year 2017).
 - **\$116,489.00 – collected off the tax roll**
3. If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners (tax year 2017).
 - **\$2,240.47 – delinquent (combined with O&M) (includes Series 2013 and 2016)**
4. If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year (tax year 2017).
 - **\$2,240.47 – sold (combined with O&M) (includes Series 2013 and 2016)**
5. Account and Fund balances for the 2014 Bonds as of 9/30/2018:

<u>As of September 30, 2018</u>	<u>Account Balance</u>
WATERLEAF CDD 2014A INT	0.00
WATERLEAF CDD 2014A OPT RED	0.00
WATERLEAF CDD 2014A PREPAY	0.01
WATERLEAF CDD 2014A REV	47,771.55
WATERLEAF CDD 2014A RSV	97,416.88
WATERLEAF CDD 2014A SF	0.00

6. The total amount of Bonds Outstanding as of 9/30/2018.
 - **Series 2014A** **\$2,575,000**

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2014A
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

7. The amount of principal and interest to be paid in the current Fiscal Year (2019).

- | | |
|--|---------------------|
| • Budgeted Series 2014A Principal | \$45,000.00 |
| • Budgeted Series 2014A Interest | \$149,322.00 |

8. The most recent audited financial statements of the District.

- **To be provided under separate cover when they become available.**

These filings are normally limited to disclosure of specific information required by regulation. By complying with these requirements the reporting parties do not represent that the information provided is sufficiently complete to afford a satisfactory basis for an investment decision.

This filing will not be amended or updated to reflect subsequent events. Investors should supplement the information herein by taking into account previous filings, particularly that of the Final Official Statement and subsequent filings, particularly those involving “Event Notices”.

**WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds,
Series 2016A-1 & A-2
CUSIP No.**

94155TAL6
94155TAM4
94155TAN2
94155TAP7
94155TAQ5

**Issuer Annual Continuing Disclosure
Report**

**Fiscal Year Ended
September 30, 2018**

March 2019

Source: District Offices, Tax Collector and Trustee

Page 2

Compiled by: DISCLOSURE SERVICES

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2016A-1 & A-2
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

1. The amount of Assessments levied for the most recent Fiscal Year (tax year 2017).
 - **\$135,806.00 – levied off the roll (net)**
2. The amount of Assessments collected from the property owners during the most recent Fiscal Year (tax year 2017).
 - **\$135,806.00– collected off the tax roll (net)**
3. If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners (tax year 2017).
 - **\$2,240.47 – delinquent (combined with O&M)(including Series 2014 and 2013)**
4. If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year (tax year 2017).
 - **\$2,240.47 – delinquent (combined with O&M)(including Series 2014 and 2013)**
5. Account and Fund balances for the 2013 Bonds as of 9/30/2018:

WATERLEAF CDD 2016A ACQCONST	1,932.98
WATERLEAF CDD 2016 A Rev	88,332.71
WATERLEAF CDD 2016 A1 DSR	71,037.50
WATERLEAF CDD 2016 A2 PP	19,493.54
WATERLEAF CDD 2016 A2 PP	102,522.00
WATERLEAF CDD 2016 A2 INT	5,518.04
WATERLEAF CDD 2016 A2 DSR	14,218.75

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2016A-1 & A-2
Issuer Annual Continuing Disclosure Report
Fiscal Year 2018

6. The total amount of Bonds Outstanding as of 9/30/2018.

• Bond Outstanding	
Series 2016A-1	\$2,080,000
Series 2016A-2	\$365,000

7. The amount of principal and interest to be paid in the current Fiscal Year (2019).

• Budgeted Series 2016A-1 Principal	\$35,000.00
• Budgeted Series 2016A-1 Interest	\$105,462.00
• Budgeted Series 2016A-2 Principal	\$5,000.00
• Budgeted Series 2016A-2 Principal	\$19,938.00

8. The most recent audited financial statements of the District.

- **To be provided under separate cover when they become available.**

These filings are normally limited to disclosure of specific information required by regulation. By complying with these requirements the reporting parties do not represent that the information provided is sufficiently complete to afford a satisfactory basis for an investment decision.

This filing will not be amended or updated to reflect subsequent events. Investors should supplement the information herein by taking into account previous filings, particularly that of the Final Official Statement and subsequent filings, particularly those involving “Event Notices”.

**WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds,
Series 2017A-1 & 2017A-2
CUSIP No.**

94155TAR3
94155TAT9
94155TAU6
94155TAS4

**Issuer Annual Continuing Disclosure
Report**

**Fiscal Year Ended
September 30, 2017**

March 2018

Source: District Offices, Tax Collector and Trustee

Page 2

Compiled by: DISCLOSURE SERVICES

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2017A-1 & A-2
Issuer Annual Continuing Disclosure Report
Fiscal Year 2017

1. The amount of Assessments levied for the most recent Fiscal Year (tax year 2016).
 - N/A
2. The amount of Assessments collected from the property owners during the most recent Fiscal Year (tax year 2016).
 - N/A
3. If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners (tax year 2016).
 - N/A
4. If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year (tax year 2016).
 - N/A
5. Account and Fund balances for the 2017 Bonds as of 9/30/2017:

WATERLEAF CDD 2017A ACQCONST	1,871,890.86
WATERLEAF CDD 2017 Revenue	63,374.57
WATERLEAF CDD 2017 Restricted Acq	524.19
WATERLEAF CDD 2017A1 DSR	39,242.19
WATERLEAF CDD 2017A2 Interest	3,101.76
WATERLEAF CDD 2017A2 PP	75,860.01

WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds, Series 2017A-1 & A-2
Issuer Annual Continuing Disclosure Report
Fiscal Year 2017

6. The total amount of Bonds Outstanding as of 9/30/2017.

• Bond Outstanding	
Series 2017A-1	\$2,230,000
Series 2017A-2	\$1,560,000

7. The amount of principal and interest to be paid in the current Fiscal Year (2018).

• Budgeted Series 2017A-1 Principal	\$30,000.00
• Budgeted Series 2017A-1 Interest	\$123,718.00
• Budgeted Series 2017A-2 Principal	\$0.00
• Budgeted Series 2017A-2 Principal	\$89,700.00

8. The most recent audited financial statements of the District.

- **To be provided under separate cover when they become available.**

EXHIBIT 9.

STRALEY ROBIN VERICKER

Attorneys At Law

1510 W. Cleveland Street
Tampa, Florida 33606
Tel: (813) 223-9400
Fax: (813) 223-5043

Writer's Direct Dial: (813) 901-4945
Writer's E-mail: jvericker@srvlegal.com
Website: www.srvlegal.com

May 14, 2019

*Via Email (Theresa@dmhbcpa.com)
and U.S. Mail*

DiBartolomeo, McBee, Hartley & Barnes
2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950

Attn: Theresa Goldstein

Re: Waterleaf Community Development District

Ladies and Gentlemen:

By this communication, we are responding to the letter of Ms. Patricia Comings-Thibault dated May 3, 2019, received in our office via email on May 7, 2019, requesting that we furnish certain information to you concerning our representation of Waterleaf Community Development District (the "District") and pending or threatened litigation involving the District.

While this firm may represent the District on a regular basis, our engagements have been limited to specific matters as to which we may have been consulted. There may exist matters of a legal nature that could have a bearing on the financial position of the District with respect to which we have not been consulted and consequently have no knowledge. The information furnished by this letter is limited to matters which have been given substantive attention by the lawyers in this firm in the form of legal consultation and, where appropriate, legal representation from October 1, 2017, to the effective date of this response. We have, to the extent believed necessary, attempted to determine from the lawyers in this firm who have performed services for the District since the beginning of the period upon which the report is based, whether such services involved substantive attention in the form of legal consultation or representation in litigation. Beyond that, no review has been made of any of the District's transactions or other matters for the purposes of identifying loss contingencies, nor have we made inquiry with other law firms who either are now or who have in the past performed services for the District.

The response of this firm is limited to loss contingencies coming within the meaning of the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (the "Statement of Policy") which are considered to be probable (within the meaning of the Commentary accompanying the Statement of Policy) of assertion and which are considered individually or collectively material to the presentation of the District's

financial statements and is further limited to the matters set out herein. The firm is not undertaking to respond or comment upon all aspects of the District's business activities and except as noted in this communication, no inference should be drawn on any matters beyond the scope of this response.

The information as supplied in this audit response is solely for the auditor's information in connection with your audit of the financial condition of the District. Without the express written approval of this law firm and the District, it is not to be quoted in whole or in part or otherwise referred to in any financial statements of the District or related documents, nor is it to be filed with any governmental agency or other person.

This response is limited by, and subject to, the Statement of Policy; without limiting the generality of the foregoing, the limitations set forth in the Statement of Policy on the scope and use of this response are specifically incorporated herein by reference, and any description herein of any "loss contingencies" is qualified by the meaning as described in the Statement of Policy and the accompanying commentary.

The District does not intend to waive the attorney-client privilege with respect to any information which the District has furnished to us. Moreover, please be advised that our response to you should not be construed in any way to constitute a waiver of the protection of the attorney work-product privilege with respect to any of our files involving the District.

Subject to the foregoing, we advise you that from October 1, 2017, to the effective date of this response, we have not been engaged to give substantive attention to, or represent the District in connection with, material (defined by Ms. Comings-Thibault in her aforesaid letter to us as matters involving amounts exceeding \$5,000 individually or in the aggregate) loss contingencies coming within the scope of clause (a) of paragraph 5 of the Statement of Policy.

In Ms. Comings-Thibault's letter to us, the District did not specifically identify and specifically request us to comment on any loss contingencies coming within the scope of clause (c) of Paragraph 5 of the Statement of Policy. Therefore, we have not commented on any such loss contingencies. Please be advised that pursuant to clauses (b) and (c) of Paragraph 5 of the Statement of Policy and accompanying Commentary, it would be inappropriate for us to respond to a general inquiry relating to the existence of unasserted possible claims or assessments involving the District. We can only furnish information concerning those upon which the District has specifically requested in writing that we comment, nor can we comment upon the adequacy of the District's listing, if any, of unasserted possible claims or assessments or its assertions concerning the advice, if any, about the need to disclose same.

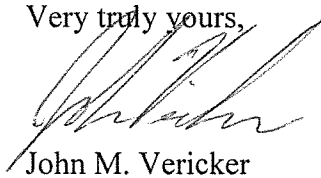
Consistent with the last sentence of Paragraph 6 of the Statement of Policy and pursuant to the District's request, however, this letter will confirm as correct the District's understanding as set forth in Ms. Comings-Thibault's aforesaid letter to us that whenever, in the course of performing legal services for the District with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, we have

formed a professional conclusion that the District must disclose or consider disclosure concerning such possible claim or assessment, we as a matter of profession responsibility to the District, will so advise the District of such disclosure and the applicable requirements of Statement of Financial Accounting Standards No. 5.

The information set forth herein is as of the date hereof, except as otherwise noted, and we assume no obligation to advise you of changes which may have been or are brought to our attention thereafter.

The District was indebted to this law firm in the amount of \$475.45 as of September 30, 2018.

Very truly yours,



John M. Vericker
*Board Certified – City, County & Local
Government Law*

JMV/lab

cc: Patricia Comings-Thibault, District Accountant (*via email*)
Paul Cusmano, District Manager (*via email*)
Mike Lawson, Chairman of the Board of Supervisors (*via email*)

EXHIBIT 10.

THE ROAD TO ADA COMPLIANCE



Required as of 10/01/2019

Compliance: The 2 Components

- Component 1 - The website platform itself – this addresses the website itself and not any uploaded documents
- Component 2 - Document uploads – this addresses any documents that are uploaded to the website that are mandated under Florida Statute. (see attachment B of this presentation)

Documents are bifurcated into two sections:

- ❖ 1) Required historical documents before 10/01
- ❖ 2) Required new documents uploaded after 10/01

ATTACHMENT A

INSURANCE MANDATED REQUIREMENTS

Accessibility 

ADA Website Accessibility

Underwriting Guidelines - Policy Year 2019 - 2020



Florida
Insurance
Alliance™

1 - Accessibility Policy

- An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA

2 – Accessibility Statement

- A disability accessibility statement posted on their website that includes:
 - A commitment to accessibility for persons with disabilities
 - The accessibility standard used and applied to the District's website
 - Contact information (email and phone number) in case users encounter any problems

3 — Video / Audio

- Video and Audio is published or streamed in an accessible format.

4 – Quarterly Audits

- Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.

5 — Remedial Measures

- If the District has been previously sued
 - Settlement Agreement
 - Review remedial measures taken by District

Summary - Where We Are

➤ Accessibility Policy – In Process

- District Counsel will be/has been furnished a sample policy that has been approved by the insurance provider for consideration and changes

➤ Accessibility Statement - Completed

- Accessibility statement has been published to the website and has been approved by insurance provider.

➤ Video/Audio – Completed

- We have ensured there are no videos or audio published or streamed on the websites

FINANCIAL COMPARISON – VENDORS

Ventures		360 PSG		Horton Group		CAMPUS SUITE	
Create A Website	\$ -	Create A Website & Service Block	\$3,345.00	Create A Website	\$ 18,000.00	Create and Maintain Website	\$ 600.00
Annual Website Platform	\$ 960.00	Yearly Doc Conversion**	\$1,375.00	Qterly Scan for Compliance	\$ 12,000.00	On Demand Document Conversion	\$ -
Domain	\$ 20.00	Yealy Web Compliance	\$1,025.00	FY 2019 Total	\$ 30,000.00	Document Conversion - 1st Year	\$ 1,500.00
Quarterly Scan for Compliance	\$ 480.00	SSL Cert, Content Mgmt, Monthly Scan	\$ 420.00			Domain	\$ 15.00
FY 2019 Total	\$ 1,460.00	FY 2019 Total	\$6,165.00			FY 2019 Total	\$ 2,115.00
Second Year FY 2020 Total	\$ 1,460.00	Second Year FY 2020 Total	\$2,820.00	Second Year FY 2020 Total	\$ 12,000.00	Second Year FY 2020 Total	\$ 1,515.00
(does not include scan or remediation of PDF documents uploaded or conversion of documents)		(**only includes audit, agendas, public facilities report and budgets, doesn't include other document remediation - additional is at \$110 per hour)		Document conversion is at \$100 per hour		Initial conversion at \$0.98 per page, based on avg (Second Year documents up to 750 pages included in On Demand Service of \$900 annually)	

Component 1 - Website Platform

- Campus Suite - Utilizes a website template that is WCAG compliant
- A contract will be advanced embodying language to ensure that prevailing WCAG standards are continually being met
- Annual charge is \$600 per year . Website will be turned on as of 10/01.
Year One - Contracts need to be executed at the same time as the initial PDF remediation of historical documents so that as documents are remediated they are uploaded to the new site for turn on at 10/01.
Year Two – Annual \$600 charge will be billed in quarterly installments
- Monthly monitoring will be performed on each individual District website to ensure compliance with prevailing WCAG standards.
- Annual Domain registration approximates \$15 per year
- Note: Current website will need to be maintained until conversion complete

Total Annual Cost for Website Platform is \$615 Annually

Component 2 – Document Conversion

DOCUMENTS BEFORE 10/01/2019

- District website documents will be thinned up to comply with only Statute required documents by DPFG (see attachment B of this presentation)
- All documents on the website need to be ADA compliant
- Conversion price per page is \$0.98 for historical documents prior to 10/01. Historical agenda packages cannot be manipulated to minimize conversion costs.
- The average District website page count, (before adjustments), currently on the websites are 1,500
- The Board needs to approve the conversion of the documents with a not to exceed of \$1,500. The District will only be charged for documents converted and will receive a report as to page count. Payment due as service is rendered.

Total FY 2019 Cost for Conversion Based on Average is \$1,500

Component 2 – Document Conversion

DOCUMENTS AFTER 10/01/2019

- **Campus Suite – On Demand Service and Remediation of non-compliant Documents**
- **Annual charge of \$900 - Billed Quarterly – 1st bill will be 10/01/2019**
- **On Demand Service & Remediation – agenda documents will be uploaded to the website pursuant to State Statute requirements – Campus Suite will scan and remediate non-compliant documents within 48 hours of upload. Annual price includes the remediation of 750 pages annually. Documents in excess of 750 pages are charged at \$0.98 per page**
- **Campus Suite will distribute a report to the District for those vendors who are non-compliant**

Total Annual Cost for Ongoing Maintenance is \$900 Annually

Mitigation of Remediation - DPFG

- DPFG will be e-mailing major vendors as to the requirement for ADA compliant documents; i.e. contracts and proposals. These vendors will include District Counsel, aquatics, landscape maintenance, and other contracted entities. Additionally any new contracted vendors will be notified.
- DPFG will be designing an ADA compliant agenda and budget template
- DPFG will upload documents to the website as well as make any calendar changes
- The District will review a report monthly.
- DPFG will notify the respective parties as to non-compliance on a quarterly basis

Total Annual Cost for Ongoing Mitigation of Remediation of Documents and Uploading is \$500 Annually

ATTACHMENT B

Statute Required Documents

Pursuant to Section 189.069, Florida Statutes, below please find a checklist of the information required to be included on the website of a community development district. A copy of Section 189.069, Florida Statutes, is also attached for your reference.

EFFECTIVE JULY 1, 2014:

All districts must have a website by October 1, 2015 (or by the end of the first full fiscal year after establishment). With emphasis added on a few items, the website must contain:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, address, e-mail address, and, if applicable, the term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190, as the uniform charter, *but must include information relating to any grant of special powers.*
- f. The mailing address, e-mail address, telephone number, and *Internet website uniform resource locator* of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, *and a hyperlink* to generally applicable ethics provisions.
- k. The budget of each special district, in addition to amendments in accordance with s. 189.418.
- l. The final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district.

Each district must submit its official internet website address to the Department of Economic Opportunity. The Department's website must include a link to each special district.

EFFECTIVE OCTOBER 1, 2016:

The website must further contain:

- m. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.¹
- n. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.²
- o. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.³
- p. A list of regularly scheduled meetings must be included on District websites.
- q. The District's public facilities report must be included on District websites.
- r. A link to the Department of Financial Services website must be included on District websites.
- s. At least seven (7) days before a meeting or workshop, a District must post its agenda, along with any meeting materials available, on its website where it must remain for one (1) year.

If you have any questions about the above information, please do not hesitate to contact me.

¹ Fla. Stat. § 189.016(4).

² Fla. Stat. § 189.016(4).

³ Fla. Stat. § 189.016(7).

(d) All special districts created or established by rule of the Governor and Cabinet may be reviewed as directed by the Governor and Cabinet.

(e) Except as provided in paragraphs (a)-(d), all other special districts may be reviewed as directed by the President of the Senate and the Speaker of the House of Representatives.

(3) All special districts, governmental entities, and state agencies shall cooperate with the Legislature and with any local general-purpose government seeking information or assistance with the oversight review process and with the preparation of an oversight review report.

(4) Those conducting the oversight review process shall, at a minimum, consider the listed criteria for evaluating the special district, but may also consider any additional factors relating to the district and its performance. If any of the listed criteria do not apply to the special district being reviewed, they need not be considered. The criteria to be considered by the reviewer include:

(a) The degree to which the service or services offered by the special district are essential or contribute to the well-being of the community.

(b) The extent of continuing need for the service or services currently provided by the special district.

(c) The extent of municipal annexation or incorporation activity occurring or likely to occur within the boundaries of the special district and its impact on the delivery of services by the special district.

(d) Whether there is a less costly alternative method of delivering the service or services that would adequately provide the district residents with the services provided by the district.

(e) Whether transfer of the responsibility for delivery of the service or services to an entity other than the special district being reviewed could be accomplished without jeopardizing the district's existing contracts, bonds, or outstanding indebtedness.

(f) Whether the Auditor General has notified the Legislative Auditing Committee that the special district's audit report, reviewed pursuant to s. 11.45(7), indicates that the district has met any of the conditions specified in s. 218.503(1) or that a deteriorating financial condition exists that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such condition.

(g) Whether the district is inactive according to the official list of special districts, and whether the district is meeting and discharging its responsibilities as required by its charter, as well as projected increases or decreases in district activity.

(h) Whether the special district has failed to comply with any of the reporting requirements in this chapter, including preparation of the public facilities report.

(i) Whether the special district has designated a registered office and agent as required by s. 189.014, and has complied with all open public records and meeting requirements.

(5) Any special district may at any time provide the Legislature and the local general-purpose government conducting the review or making decisions based upon the final oversight review report with written responses

to any questions, concerns, preliminary reports, draft reports, or final reports relating to the district.

(6) This section does not apply to a deepwater port listed in s. 311.09(1) which is in compliance with a port master plan adopted pursuant to s. 163.3178(2)(k), or to an airport authority operating in compliance with an airport master plan approved by the Federal Aviation Administration, or to any special district organized to operate health systems and facilities licensed under chapter 395, chapter 400, or chapter 429.

History.—s. 23, ch. 97-255; s. 46, ch. 2001-266; s. 22, ch. 2004-305; s. 6, ch. 2006-197; s. 48, ch. 2014-22; s. 15, ch. 2016-22.

Note.—Fonner s. 189.428.

189.069 Special districts; required reporting of information; web-based public access.-

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection (1).

History.—s. 54, ch. 2014-22; s. 16, ch. 2016-22.

PART VII

MERGER AND DISSOLUTION

189.07	Definitions.
189.071	Merger or dissolution of a dependent special district.
189.072	Dissolution of an independent special district.
189.073	Legislative merger of independent special districts.
189.074	Voluntary merger of independent special districts.
189.075	Involuntary merger of independent special districts.
189.076	Financial allocations.
189.0761	Exemptions.

189.07 Definitions.—As used in this part, the term:

(1) "Component independent special district" means an independent special district that proposes to be merged into a merged independent district, or an independent special district as it existed before its merger into the merged independent district of which it is now a part.

(2) "Elector-initiated merger plan" means the merger plan of two or more independent special districts, a majority of whose qualified electors have elected to merge, which outlines the terms and agreements for the official merger of the districts and is finalized and approved by the governing bodies of the districts pursuant to this part.

(3) "Governing body" means the governing body of the independent special district in which the general legislative, governmental, or public powers of the district are vested and by authority of which the official business of the district is conducted.

(4) "Initiative" means the filing of a petition containing a proposal for a referendum to be placed on the ballot for election.

(5) "Joint merger plan" means the merger plan that is adopted by resolution of the governing bodies of two or more independent special districts that outlines the terms and agreements for the official merger of the districts and that is finalized and approved by the governing bodies pursuant to this part.

(6) "Merged independent district" means a single independent special district that results from a successful merger of two or more independent special districts pursuant to this part.

(7) "Merger" means the combination of two or more contiguous independent special districts resulting in a newly created merged independent district that assumes jurisdiction over all of the component independent special districts.

(8) "Merger plan" means a written document that contains the terms, agreements, and information regarding the merger of two or more independent special districts.

(9) "Proposed elector-initiated merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that accompanies the petition initiated by the qualified electors of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(10) "Proposed joint merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that has been prepared pursuant to a resolution of the governing bodies of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(11) "Qualified elector" means an individual at least 18 years of age who is a citizen of the United States, a permanent resident of this state, and a resident of the district who registers with the supervisor of elections of a county within which the district lands are located when the registration books are open.

History.— s. 1, ch. 2012-16; s. 17, ch. 2014-22.

Note.—Fonners. 189.4042(1).

189.071 Merger or dissolution of a dependent special district.

(1) The merger or dissolution of a dependent special district may be effectuated by an ordinance of the local general-purpose governmental entity wherein the geographical area of the district or districts is located. However, a county may not dissolve a special district that is dependent to a municipality or vice versa, or a dependent district created by special act.

(2) The merger or dissolution of an active dependent special district created and operating pursuant to a

EXHIBIT 11.

Pool Maintenance and Service Agreement

This Pool Maintenance and Service Agreement (this “**Agreement**”) is entered into as of May, 2019, between the **Waterleaf Community Development District**, whose mailing address is c/o DPFG, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “**District**”) and **H2 Pool Services, LLC** whose mailing address is 5050 Ivory Stone Dr., Wimauma, FL 33598 (the “**Contractor**”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District owns and operates the swimming pool facilities at the District’s amenity center and desires certain pool maintenance services. The Contractor provides pool maintenance services. The District desires to retain the Contractor to provide services as described in this Agreement.

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. **Scope of Services.** The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the proposal attached hereto as **Exhibit A**.
3. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
4. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$2,600.00 per month March through November and \$2,050.00 per month December February. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within forty-five (45) days of receipt of the invoice.
6. **Damage to Property.** The Contractor shall be responsible for any damage caused by Contractor’s negligence.
7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall 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. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

8. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor 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 as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
10. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor 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.

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 (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

12. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
13. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
16. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
17. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor 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.
18. **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.
19. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

H2 Pools Services, LLC

**Waterleaf
Community Development District**

Name: Ken Smith
Title: _____

Michael Lawson
Chair of the Board of Supervisors

H2 Pool Services

PROPOSAL #50619

May 06, 2019

Between the Owner: **Waterleaf Community CDD**

And the Subcontractor: **H2 Pool Services**

5050 Ivory Stone Dr.

Wimauma, Florida 33598

For the Project: **Pool Cleaning & Chemical balancing**

Cleaning restrooms

Power washing

Maintain Water feature at Front Entrance

ARTICLE 1. SCOPE OF WORK

- Subcontractor has heretofore entered into a contract with Said Owner to furnish all **labor, materials, and equipment** for weekly pool cleaning, clean restrooms, sanitizing and clean pool deck furniture, power washing and trash pickup.

POOL CLEANING- Scrub all waterline ceramic tiles with a muriatic acid/soap solution to remove oil. Grease and scale, clean skimmers and skimmer walls. Skim the surface of the pool water to remove floating debris that's accumulated. Vacuum the bottom of the pool to remove any debris that's settled to the bottom as needed. Using a nylon brush, brush all sides of the pool to maintain a clean surface as needed. Test the chemistry of the water chlorine levels above 2 ppm, pH levels between 7.4-7.8, total alkalinity between 40 ppm and 60 ppm. Monthly: Remove and clean all filters and pump strainer baskets, or more often if needed.

RESTROOMS/GARBAGE DISPOSAL AT THE COMMUNITY POOL – Clean and sanitize the restrooms located at the community pool and wipe down subsequent table tops, counters, located around the pool. Sanitization of the pool furniture to ensure longevity and cleanliness, excluding cloth furniture.

- Subcontractor will keep equipment up to code and functioning properly.

ARTICLE 2. PAYMENT TERMS

2.1 The Owner agrees to pay the Subcontractor within **20 days** after the receipt of the invoice. Subcontractor will submit monthly invoice to the owner for these services. If owner fails to pay within 20 days, owner agrees to pay a late fee of 4% daily until payment received.

2.2 The Cleaning Contract amount shall be:

March through November	December through February	ANNUAL COST
<u>Pool Maintenance</u>	<u>Pool Maintenance</u>	<u>Pool Maintenance</u>
5 Day cleaning	4 Day Cleaning	
5 Day chemicals	4 Day Chemical	
Enzyme Treatment	Enzyme Treatment	
Diatomaceous Earth	Diatomaceous Earth	
Monthly \$1150	Monthly \$1050	\$13,500
<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>
5 Day cleaning	4 Day Cleaning	
Monthly \$700	Monthly \$500	\$7,800
<u>Power Washing</u>	<u>Power Washing</u>	<u>Power Washing</u>
2 x Per month	1 x Per month	21 x Per Year
Monthly \$500	Monthly \$250	\$5250
Water Feature Maint.	Water Feature Maint.	Water Feature
2 Days Cleaning	2 Days Cleaning	
2 Days Chemicals	2 Days Chemicals	
Monthly \$250	Monthly \$250	\$3000

ARTICLE 3. CHANGE ORDERS/ SPECIAL REQUESTS

3.1 Subcontractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Owner. If any additional work is performed and not covered in this contract, the Subcontractor proceeds at his own risk and expense. No motor or pump repairs, stain treatments, or equipment replacements can be made unless the owner agrees to allow such repairs. Authorization from owner will be submitted to subcontractor via email.

3.2 During heavy seasonal months, additional charges may apply for extra chemicals to handle potential maximum swimmer load

3.3 An additional fee of \$160.00 will be charged at a minimum for any Emergency Fecal Matter issues to be address and corrected to meet county ordinance.

3.4 Biohazardous materials such as blood, urine, feces, condoms or vomit will be charged at a minimum of \$160.00 per occurrence. In extreme cases further charges will apply.

ARTICLE 4. UNSCHEDULED CLEAN-UP

4.1 In the event of tropical weather including Tropical Storms, Tropical Depressions and Hurricanes including all generated weather related debris, it may become necessary to back charge the Owner for

additional time and disposal costs related to removing the debris from the pool. Owner will be notified in advance if this condition presents itself.

ARTICLE 5. TAXES AND PERMITS

5.1 The subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract, The Subcontractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

ARTICLE 6. INSURANCE AND INDEMNITY

6.1 The Subcontractor shall maintain, at his own expense, full and complete insurance on its work at all times. The Subcontractor shall not hold the Owner liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Subcontractor to maintain appropriate insurance coverage may deem a material breach allowing the Owner to terminate this contract.

6.2 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Owner's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees rising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

ARTICLE 7. ACCEPTANCE

WITNESS OUR HAND AND SEAL ON THIS _____ DAY OF _____, 2016.

Signed in the presence of:

OWNER'S NAME

DATE

SUBCONTRACTOR'S NAME

DATE