

***WATERLEAF  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Board of Supervisors  
Meeting***

***Tuesday  
March 19, 2019***

***10:30 a.m.***

***Metro Development Group  
2502 N. Rocky Point Dr., Ste. 1050  
Tampa 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

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price	Chairman Vice Chairman Assistant Secretary
<b>District Manager</b>	Paul Cusmano	DPFG
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	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: Tuesday, March 19, 2019  
Time: 10:30 a.m.  
Location: Metro Development Group  
2502 N. Rocky Point Dr., Ste. 1050  
Tampa FL

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

### ***AGENDA***

#### **I. Roll Call**

#### **II. Audience Comments**

#### **III. Consent Agenda**

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

#### **IV. Business Matters**

- A. Consideration and Adoption of Resolution 2019-04 Re-Designation Officers **Exhibit 3**
- B. Ratification of Innovative Employer Solutions, Inc., Proposal-Payroll Services **Exhibit 4**

#### **VI. Staff Reports**

- A. District Manager
  - 1. February 2019 Waterway Inspection Report **Exhibit 5**
- B. District Attorney
- C. District Engineer

#### **VII. Supervisors Requests**

#### **VIII. Audience Questions and Comments on Other Items**

#### **IX. Adjournment**

## **EXHIBIT 1.**



**MINUTES OF MEETING  
WATERLEAF  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Waterleaf Community Development District was held on Tuesday, February 19, 2019 at 6:00 p.m. at the Panther Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, Florida 33579.

**FIRST ORDER OF BUSINESS – Roll Call**

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFPG Management & Consulting LLC
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*The following is a summary of the discussions and actions taken at the February 19, 2019 Waterleaf CDD Board of Supervisors meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments**

There being none, next item followed.

**THIRD ORDER OF BUSINESS – Consent Agenda**

**Exhibit 1:** Approval of the Minutes from the **October 16, 2018** Meeting

**Exhibit 2:** Acceptance of the October, November and December 2018 Financial Statements

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the consent agenda items A & B for the Waterleaf Community Development District.

**FOURTH ORDER OF BUSINESS – Business Matters**

A. **Exhibit 3:** Consideration and Adoption of **Resolution 2019-02** Canvassing and Certifying the Landowners' Election Results

Mr. Cusmano presented the results of the **November 20, 2018** Landowners meeting as follows:

- **Seat 5:** Lori Price with **95** Votes
- **Seat 2:** Sonia Valentin with **90** Votes
- **Seat 3:** Christie Ray with **90** Votes

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted **Resolution 2019-02;** Canvassing and Certifying the Landowners' Election Results for the Waterleaf Community Development District.

B. **Exhibit 4:** Consideration and Adoption of **Resolution 2019-03** Re-Designating Officers

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted **Resolution 2019-03**; re-designating the Officers of the district as follows: Mr. Michael Lawson to serve as Chairman, Mr. Doug Draper to serve as Vice Chairman, and Ms. Lori Price, Ms. Sonia Valentin, and Ms. Christie Ray to serve as Assistant Secretaries; District staffing as follows: Mr. Paul Cusmano as Secretary, Ms. Patricia Comings-Thibault as Treasurer, Mr. Maik Aagaard as Assistant Treasurer; and Ms. Janet Johns as Assistant Secretary for the Waterleaf Community Development District.

C. **Exhibit 5:** LLS Tax Solutions, LLC Arbitrage Report

**FIFTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

1. **Exhibit 6:** Consideration and Approval of Aquatic Systems Proposal – Wetland Plant Introduction Site #13
2. **Exhibit 7:** Consideration and Approval of Aquatic Systems Proposal – Wetland Plant Introduction Site #1

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the proposals from Aquatic Systems for wetland plant introduction at Site #13 and Site #1 for the Waterleaf Community Development District.

3. **Exhibit 8:** Aquatic Systems Waterway Inspection Report – January 2019

4. Resumes

Mr. Cusmano requested that any resident wanting to serve as a Waterleaf Board Member to submit their resume for review and consideration to him before the next meeting date of March 19 at [paul.cusmano@dpfg.com](mailto:paul.cusmano@dpfg.com)

B. District Attorney

There being none, next item followed.

C. District Engineer

There being none, next item followed.

**SIXTH ORDER OF BUSINESS – Supervisors Requests**

There being none, next item followed.

**SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items**

There being none, next item followed.

**EIGHTH 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.*

81  
82 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed  
83 meeting held on \_\_\_\_\_.  
84

85 \_\_\_\_\_  
86 Signature  
87  
88 Paul Cusmano  
89 Printed Name  
90  
91 Title: ☐ Secretary ☐ Assistant Secretary

\_\_\_\_\_  
Signature  
  
Mike Lawson  
Printed Name  
  
Title: ☐ Chairman ☐ Vice Chairman

**EXHIBIT 2.**

# Waterleaf CDD

## Financial Report Summary - General Fund & Construction Fund

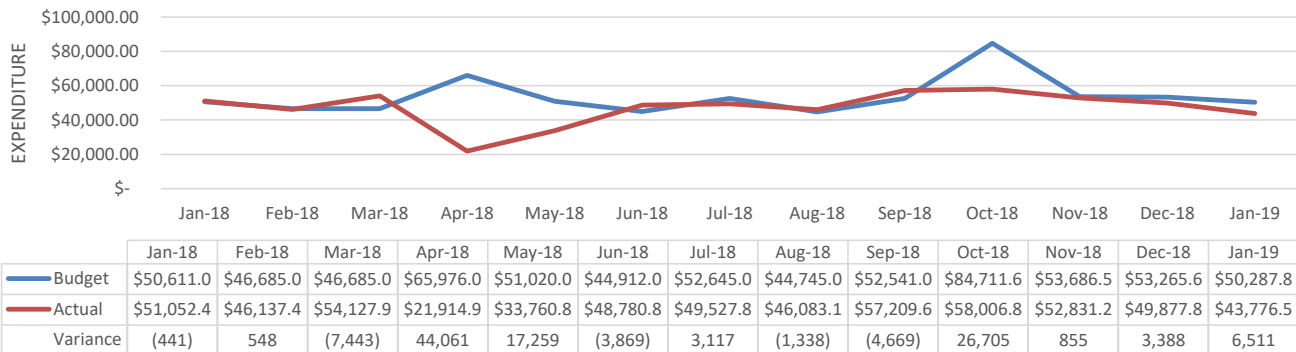
### 1/31/2019

For The Period Ending :	GENERAL FUND 1/31/2019	CONSTRUCTION 2016 1/31/2019	CONSTRUCTION 2017 1/31/2019
CASH BALANCE	\$ 925,822	\$ 1,945	\$ 1,978,355
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	14,378	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	98,168	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
LESS: ACCOUNTS PAYABLE	(577,451)	-	(217,808)
NET CASH BALANCE	\$ 460,917	\$ 1,945	\$ 1,760,546

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 530,027	\$ 449,963	\$ 80,064
EXPENDITURES (YTD)	(210,001)	(240,085)	30,084
NET OPERATING CHANGE	\$ 320,026	\$ 209,877	\$ 110,148
AVERAGE MONTHLY EXPENDITURES	\$ 52,500	\$ 60,021	\$ 7,521
PROJECTED EOY BASED ON AVERAGE	\$ 630,004	\$ 659,151	\$ 29,147

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 503,881	\$ 421,355	\$ 82,525
ASSESSMENTS-OFF-ROLL (NET)	26,058	28,608	(2,550)
MISCELLANEOUS REVENUE	89	-	89
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	57,151	71,928	14,777
FIELD SERVICE EXPENDITURES - LANDSCAPE	81,063	79,203	(1,859)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	20,685	25,280	4,595
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	4,956	12,081	7,125
FIELD SERVICE EXPENDITURES - SECURITY	2,818	6,367	3,549
FIELD SERVICE EXPENDITURES - OTHER	27,195.03	22,006.50	(5,189)
AMENITY CENTER EXPENDITURES	16,134	23,220	7,086
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 210,001</b>	<b>\$ 240,085</b>	<b>\$ 30,084</b>

### HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES COMPARISON



No New P.O.s

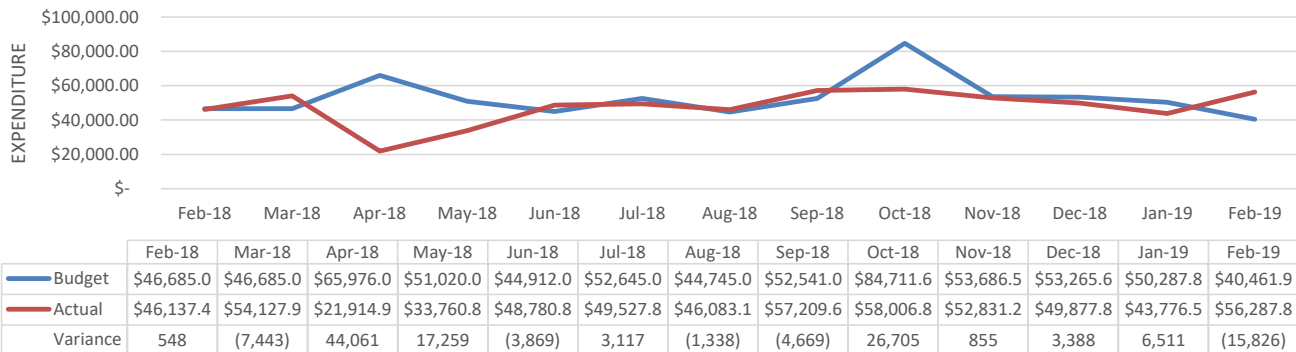
**Waterleaf CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**2/28/2019**

For The Period Ending :	GENERAL FUND 2/28/2019	CONSTRUCTION 2016 2/28/2019	CONSTRUCTION 2017 2/28/2019
CASH BALANCE	\$ 412,432	\$ 1,948	\$ 1,869,422
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	14,378	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	79,541	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
LESS: ACCOUNTS PAYABLE	(85,896)	-	(108,116)
NET CASH BALANCE	\$ 420,455	\$ 1,948	\$ 1,761,307

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 548,654	\$ 524,460	\$ 24,194
EXPENDITURES (YTD)	(250,463)	(296,373)	45,910
NET OPERATING CHANGE	\$ 298,191	\$ 228,087	\$ 70,104
AVERAGE MONTHLY EXPENDITURES	\$ 50,093	\$ 59,275	\$ 9,182
PROJECTED EOY BASED ON AVERAGE	\$ 601,112	\$ 659,151	\$ 58,039

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 522,507	\$ 481,549	\$ 40,959
ASSESSMENTS-OFF-ROLL (NET)	26,058	42,911	(16,854)
MISCELLANEOUS REVENUE	89	-	89
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	65,317	87,904	22,587
FIELD SERVICE EXPENDITURES - LANDSCAPE	98,894	99,004	110
FIELD SERVICE EXPENDITURES - STREETLIGHTS	26,609	31,600	4,991
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	6,195	15,102	8,907
FIELD SERVICE EXPENDITURES - SECURITY	3,118	7,958	4,840
FIELD SERVICE EXPENDITURES - OTHER	30,513.10	26,055.00	(4,458)
AMENITY CENTER EXPENDITURES	19,817	28,750	8,933
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 250,463</b>	<b>\$ 296,373</b>	<b>\$ 45,910</b>

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



No New P.O.s

**EXHIBIT 3.**

RESOLUTION 2019-04

A RESOLUTION RE-DESIGNATING OFFICERS OF THE  
WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Waterleaf Community Development District at the business meeting held on March 19, 2019 desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

<u>Mike Lawson</u>	Chairman
<u>Doug Draper</u>	Vice Chairman
<u>Paul Cusmano</u>	Secretary
<u>Patricia Comings-Thibault</u>	Treasurer
<u>Maik Aagaard</u>	Assistant Treasurer
<u>Janet Johns</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
_____	Assistant Secretary

2. That this resolution supersedes all previous resolutions and motions designating, electing or appointing officers adopted by the Board of Supervisors of the Waterleaf Community Development District and are hereby declared null and void.

Adopted this 19th day of March, 2019.

  
\_\_\_\_\_  
Mike Lawson  
Chairman

  
\_\_\_\_\_  
Paul Cusmano  
Secretary



**EXHIBIT 4.**

## **Payroll Service Agreement**

This Payroll Service Agreement (this “**Agreement**”) is entered into as of April 1, 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 **Innovative Employer Solutions, Inc.**, a Florida corporation, whose mailing address is 635 93rd Ave N, St Petersburg, FL 33712 (the “**Contractor**”).

### **Background Information**

The District has employees, and may hire additional employees from time to time, to assist with the District’s operation and maintenance services. The Contractor provides payroll services and the District desires to retain the Contractor to provide payroll services as described in this Agreement. The District employees are not to be considered employees of the Contractor or covered by Contractor’s workers' compensation.

### **Operative Provisions**

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **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.
4. **District Responsibilities.** The District is responsible for hiring and overseeing the District employees, retaining insurance, including workers compensation insurance, for the District employees as required by law, including any workers' compensation claims, benefit claims (if any benefits are provided), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
5. **Scope of Services.** The Contractor shall perform the specific payroll services described below:
  - a) Based on information supplied by the District, the Contractor shall prepare and distribute payroll checks to the District’s employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax.
  - b) Contractor shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client’s tax identification numbers.
6. **Compensation.** The District agrees to compensate the Contractor pursuant to the service fees and other fees as specified on **Exhibit A** hereto titled "Fee Schedule." All funds due to Contractor are payable prior to Contractor’s issuance of payroll checks each pay period and shall be paid to

Contractor following the end of each pay period, no later than 2 business days prior to the date paychecks are to be distributed to assigned employees.

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.
8. **Compliance with Laws.** 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.
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.
10. **Indemnification.**
  - a) 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 as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto.
  - b) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend and hold the Contractor 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 as a result of the negligence of the District, including litigation or any appellate proceedings with respect thereto.
  - c) Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
  - d) The indemnifications provided under this section are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor 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 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](mailto: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 in which 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, which shall not be unreasonably withheld.
16. **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.
17. **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.
18. **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.

*[signature page to follow]*

*Signature Page for Payroll Service Agreement*

**Innovative Employer Solutions, Inc.**

  
Name: RICHARD B KIRAKOS  
Title: PRESIDENT

3/8/19

**Waterleaf Community Development District**

  
Chair/Vice-Chair of the Board of Supervisors

Exhibit A  
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPFG. No delivery fee for payrolls delivered to DPFG in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.

**EXHIBIT 5.**



# Waterleaf CDD Waterway Inspection Report

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**Reason for Inspection:** Routine Scheduled - Monthly

**Inspection Date:** 2/25/2019

**Prepared for:**

Mr. Paul Cusmano, District Manager

DPFG

15310 Amberly Drive, Suite #175

Tampa, Florida 33647

**Prepared by:**

Logan Bell, Account Representative/Biologist

Aquatic Systems, Inc. – Sun City Field Office

Corporate Headquarters

2100 N.W. 33<sup>rd</sup> Street, Pompano Beach, FL 33069

1-800-432-4302



## Site: 1



### Comments: Requires attention

Pond #1 was identified with new development of Filamentous algae along the shoreline, which will require treatment to be performed during our upcoming maintenance visits. A specialized treatment will be required due to the Cyanobacteria species.

## Site: 2



### Comments: Treatment in progress

During our visit on 2/14/2019 a treatment was performed to reduce the algae growth along the surface. Positive results were noted as the algae had reduced. Submersed Slender Spikerush was also treated using a systemic herbicide, which may require 30-45 days for positive results.



## Site: 3



### Comments: Site looks good

Pond #3 was identified with no invasive weed or algae development. Water clarity was 1-2 feet during inspection.

## Site: 5



### Comments: Site looks good

Pond #5 looked good during inspection with healthy native Gulf Spikerush, Duck Potato, and Pickerelweed.



**Site: 11**



**Comments:** Site looks good

Pond #11 was identified with healthy native Gulf Spikerush along the perimeter. Heavy debris was noted along the shoreline and will be removed during our routine visits.

**Site: 12**



**Comments:** Normal growth observed

Minor algae development along the perimeter of Pond #12, which is likely due to the warmer temperatures as of late and will be treated during our upcoming maintenance visits. Native Gulf Spikerush was identified to be in good health and thriving along the shallow perimeter.



**Site: 13**



**Comments:** Normal growth observed

Pond #13 was identified with new development of submersed Slender Spikerush and minor algae along the surface of the water. Treatment was performed on 2/12/2019 and will be followed up with a re-treatment as necessary.

**Site: 17**



**Comments:** Site looks good

Pond #17 was identified to be in good condition during inspection. Minor new vegetative growth identified as Gulf Spikerush was noted along the shoreline. Minor debris was identified along the shoreline.



**Site: 18**



**Comments:** Normal growth observed

Pond #18 was identified with minor submersed Babytears along the perimeter, which will be monitored and treated as necessary. Native Gulf Spikerush was identified in several patches along the shallow shoreline, which will be promoted during our upcoming maintenance visits.

**Site: 19**



**Comments:** Site looks good

Pond #19 was identified with beneficial amounts of Native Gulf Spikerush along the perimeter. Minor debris was noted due to the continuing construction and will be picked up during our upcoming visits.

## Management Summary

Overall, the ponds within the Waterleaf CDD continue to display positive results following routine maintenance visits targeting invasive weeds, algae, and submersed vegetation. Grasses and brush development along the shoreline was treated during our recent visit on 2/1. Algae was treated during our monthly visit on 2/12 within Ponds #1, #2, #3, #5, #7, #8, #11, #12, #13, #14, #15, #16, #17, #18, #19, and #20. Algae was likely developing due to the extended period of warm weather with the lack of any cool weather to reduce the growth rate. Submersed weeds were identified within Ponds #13 and #18, which were identified as Slender Spikerush (Pond #13) and Babytears (Pond #18) and will be targeted during our upcoming scheduled maintenance visit.

Pond #2 has had issues with submersed Slender Spikerush and the algae species developing along side of the Spikerush. Algae was treated during our visit on 2/12/2019 as well as on 2/14/2019 to reduce the density of algae. Positive results were noted in a reduction of approximately 50% on the surface. A systemic herbicide was also applied to reduce the submersed Slender Spikerush development. Following positive results from the systemic herbicide treatment to the submersed Slender Spikerush algae will likely have no where to hold on to and will be reduced following post treatment.

The conditions of the water in your lake affects the health of every living thing in it. A comprehensive consultation begins right at the water's edge so that we can understand the current state of your lake, and what to begin testing for. Color, odor, algae, plants and other living organisms, even the neighborhood around the lake will tell a biologist a lot about your lake. Lakes often show deteriorating conditions due to increased urban influences, lake aging, and declining health or overuse of traditional treatment options that no longer work. Water quality testing will encompass all these factors and provide quantitative results that can be used and compared to provide long term solutions for your lakes.

When native vegetation is planted within storm water retention ponds they provide habitat for other desirable native wildlife such as fish, birds, invertebrates, and dragon flies which will feed on mosquito. Native vegetation will take root into the banks and provide sediment stability to control erosion and accumulation. This vegetation also provides a border to prevent unwanted debris, grass clippings, leaves, fertilizers, and other items which would cause excessive nutrient spikes within the pond. Combined, all these supplemental additions provide longevity and aesthetics for a pond that will be enjoyed by all.

## Recommendations/Action Items

- Routine Maintenance.
- Continue to monitor all ponds for Algal growth and target on contact.
- Target the Algae within Ponds #1, #2, #12, and #13.
- Continue to treat all sites for invasive vegetation during our routine visits.
- Monitor submersed vegetation within Ponds #13 and #18.
- Monitor algae and submersed treatment within Pond #2.

THANK YOU FOR CHOOSING ASI!



