

***WATERLEAF  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Board of Supervisors  
Meeting***

***Thursday  
August 22, 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

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Bob Neal	Chairman Vice Chairman Assistant Secretary 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: Thursday, August 22, 2019  
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. Consent Agenda**

- A. Approval of Minutes from May 30, 2019 Meeting **Exhibit 1**
- B. Acceptance of the May, June & July 2019 Financial Statements **Exhibit 2**
- C. Acceptance of the FY 2018 Audited Financial Report **Exhibit 3**

#### **III. Business Matters**

- A. Budget Workshop PowerPoint Presentation **Exhibit 4**
- B. Fiscal Year 2019-2020 Budget Public Hearing
  - 1. Open Public Hearing
  - 2. Budget Review **Exhibit 5**
  - 3. Audience Comments
  - 4. Close Public Hearing
  - 5. Consideration and Adoption of Resolution 2019-07  
FY 2019-2020 Budget **Exhibit 6**
    - Budget Funding Agreement **Exhibit 7**
- C. Fiscal Year 2019-2020 Assessment Public Hearing
  - 1. Open Public Hearing
  - 2. Audience Comments
  - 3. Close Public Hearing
  - 4. Consideration and Adoption of Resolution 2019-08  
Providing for the Collection & Enforcement of  
Special Assessments for Fiscal Year 2019-2020 **Exhibit 8**

- |    |   |                   |
|----|---|-------------------|
| D. | Consideration and Adoption of Resolution 2019-09 FY 2020 Meeting Dates, Time and Location | <b>Exhibit 9</b>  |
| E. | Consideration and Approval of Aquatic Systems Notice of Contract Renewal                  | <b>Exhibit 10</b> |
| F. | Consideration and Approval of Rep Richard LLC Proposal - Aqua Lift Station                | <b>Exhibit 11</b> |
| G. | Consideration and Approval of H2 Pool Services Proposal                                   | <b>Exhibit 12</b> |
| H. | Consideration and Approval of Solitude Lake Management Fountain and Aerator Maintenance   | <b>Exhibit 13</b> |

**IV. Staff Reports**

- |    |   |                   |
|----|---|-------------------|
| A. | District Manager  |                   |
|    | ➤ Ratification of the Waterleaf CDD and the Waterleaf HOA Agreement | <b>Exhibit 14</b> |
| B. | District Counsel  |                   |
| C. | District Engineer   |                   |

**V. Supervisor Request**

**VI. Adjournment**

## **EXHIBIT 1.**

**MINUTES OF CONTINUED MEETING**  
**WATERLEAF**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Continued Meeting of the Board of Supervisors of the Waterleaf Community Development District was held on Thursday, May 30, 2019 at 6:00 p.m. at Panther Trace I Clubhouse, 12515 Bramfield Drive, Riverview, Florida 33579 and is a continuation of the meeting held on May 21, 2019.

**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
Bob Neal	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
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*The following is a summary of the discussions and actions taken at the May 30, 2019 Waterleaf CDD Board of Supervisors Continued Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments**

An audience member brought up concerns about lighting missing in an area, a matter still being resolved. Additionally, another resident inquired as to whether ponds are being managed in the community due to not sighting maintenance activity wherein Mr. Cusmano suggested contact between the resident and pond maintenance individuals. Afterwards, a resident inquired as to how to access or reset their access to their entrance. Upon the termination of that conversation, a resident brought up concerns with a gap in the sidewalk near their home. Finally, a resident questioned the location and boundaries of easements in relation to the pool at their home. Discussion about better contact with field personnel. Site meeting with Field Tech requested.

**THIRD ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 1: Approval of Minutes from March 19, 2019 Meeting

B. Exhibit 2: Acceptance of the March and April 2019 Financial Statements

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Exhibits 1 & 2 of the Consent Agenda for the Waterleaf Community Development District.
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**FOURTH ORDER OF BUSINESS – Business Matters**

A. Exhibit 3: Presentation and Discussion of FY 2019-2020 Proposed Budget

Mr. Lawson explained details of the FY 2019-2020 Proposed Budget, capping off his explanation with a request for a reserve study.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved Mr. Lawson's request for a Reserve Study for the Waterleaf Community Development District.

B. Exhibit 4: Consideration and Adoption of Resolution 2019-05 Approving the FY 2019-2020 Proposed Budget and Setting the Public Hearing

On a MOTION by Mr. Neal, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board adopted the amended Resolution 2019-05 Approving the FY 2019-2020 Proposed Budget and Setting the Public Hearing for August 22, 2019 for the Waterleaf Community Development District.

C. Exhibit 5: Consideration and Adoption of Resolution 2019-06 Authorizing the Chair to Execute Plats, Conveyances, and Documents

On a MOTION by Mr. Lawson, SECONDED by Mr. Neal, WITH ALL IN FAVOR, the Board adopted Resolution 2019-06 Authorizing the Chair to Execute Plats, Conveyances, and Documents for the Waterleaf Community Development District.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the setting of the Budgetary Workshop for July 19, 2019 for the Waterleaf Community Development District.

D. Exhibit 6: Consideration and Approval of the Facility & Systems Construction, Repairs, and Maintenance Agreement

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the Facility & Systems Construction, Repairs, and Maintenance Agreement for the Waterleaf Community Development District.

E. Exhibit 7: Hillsborough County Letter – Number of Registered Voters for Waterleaf – 820

F. Exhibit 8: Issuer Annual Continuing Disclosure Report 2019: Series 2013, 2014, 2016, and 2017

G. Exhibit 9: Straley Robin Vericker Audit Response Letter

**FIFTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

1. Exhibit 10: Presentation of the Road to ADA Compliance

2. Exhibit 11: Consideration and Approval of H2 Pool Services Pool Maintenance and Services Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the H2 Pool Services Pool Maintenance and Services Agreement, provided the agreement is amended as the Board requested, for the Waterleaf Community Development District.

B. District Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

76 **SIXTH ORDER OF BUSINESS – Supervisor Requests**

77 Mr. Neal discussed transferring an aerator and pond considering largely HOA property to them.  
78 Discussion ensued.

79 **SEVENTH ORDER OF BUSINESS – Adjournment**

80 Mr. Lawson asked for final questions, comments, or corrections before adjourning the meeting.  
81 There being none, Mr. Lawson made a motion to adjourn the meeting.

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

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

87

88 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
89 **meeting held on \_\_\_\_\_.**

90

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

91

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

92

93 **Title:** ☐ Secretary ☐ Assistant Secretary

**Title:** ☐ Chairman ☐ Vice Chairman



## **EXHIBIT 2.**

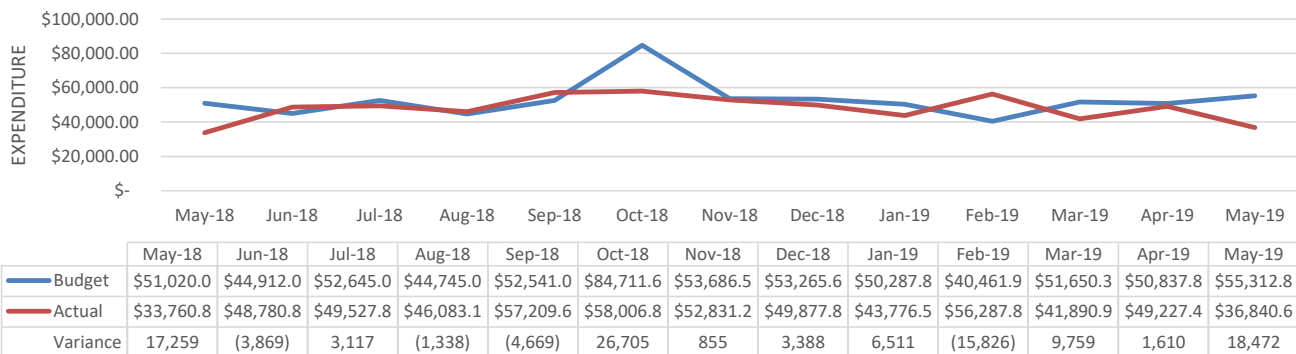
**Waterleaf CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**5/31/2019**

For The Period Ending :	GENERAL FUND 5/31/2019	CONSTRUCTION 2016 5/31/2019	CONSTRUCTION 2017 5/31/2019
CASH BALANCE	\$ 339,834	\$ 1,957	\$ 1,751,005
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	35,533	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	3,157	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
LESS: ACCOUNTS PAYABLE	(64,860)	-	(35,599)
NET CASH BALANCE	\$ 313,664	\$ 1,957	\$ 1,715,407

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	5/31/2019 ACTUAL YEAR-TO-DATE	5/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 620,794	\$ 659,151	\$ (38,357)
EXPENDITURES (YTD)	(388,304)	(454,174)	65,871
NET OPERATING CHANGE	\$ 232,490	\$ 204,977	\$ 27,514
AVERAGE MONTHLY EXPENDITURES	\$ 48,538	\$ 56,772	\$ 8,234
PROJECTED EOY BASED ON AVERAGE	\$ 582,456	\$ 659,151	\$ 76,695

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	5/31/2019 ACTUAL YEAR-TO-DATE	5/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 598,950	\$ 601,936	\$ (2,986)
ASSESSMENTS-OFF-ROLL (NET)	21,682	57,215	(35,533)
MISCELLANEOUS REVENUE	162	-	162
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	101,106	122,034	20,928
FIELD SERVICE EXPENDITURES - LANDSCAPE	157,063	158,407	1,344
FIELD SERVICE EXPENDITURES - STREETLIGHTS	38,571	50,560	11,989
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	14,710	24,163	9,453
FIELD SERVICE EXPENDITURES - SECURITY	8,818	12,733	3,915
FIELD SERVICE EXPENDITURES - OTHER	34,358	39,013	4,655
AMENITY CENTER EXPENDITURES	33,678	47,265	13,587
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 388,304</b>	<b>\$ 454,174</b>	<b>\$ 65,871</b>

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



No New P.O.s

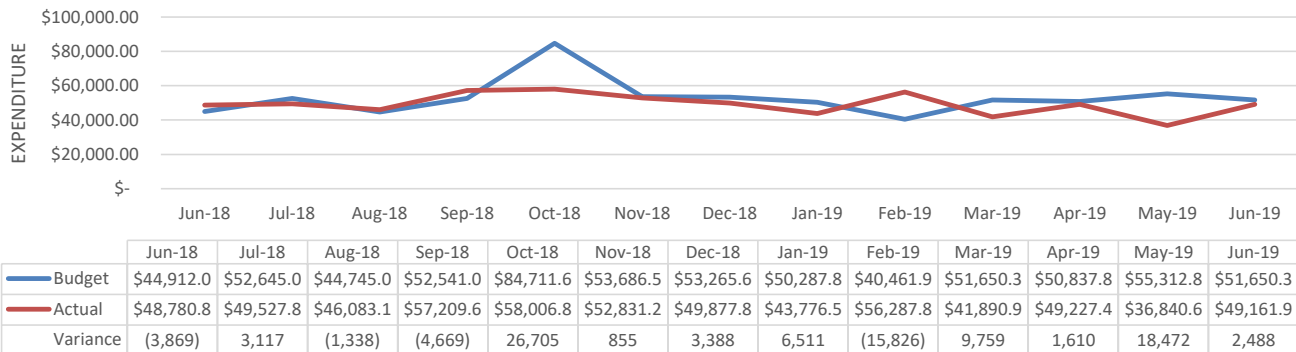
**Waterleaf CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**6/30/2019**

For The Period Ending :	GENERAL FUND 6/30/2019	CONSTRUCTION 2016 6/30/2019	CONSTRUCTION 2017 6/30/2019
CASH BALANCE	\$ 228,743	\$ 1,961	\$ 1,753,985
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	32,533	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
LESS: ACCOUNTS PAYABLE	(8,136)	-	(30,699)
NET CASH BALANCE	\$ 253,140	\$ 1,961	\$ 1,723,286

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	6/30/2019 ACTUAL YEAR-TO-DATE	6/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 631,703	\$ 659,151	\$ (27,448)
EXPENDITURES (YTD)	(453,579)	(505,825)	52,246
NET OPERATING CHANGE	\$ 178,124	\$ 153,326	\$ 24,797
AVERAGE MONTHLY EXPENDITURES	\$ 50,398	\$ 56,203	\$ 5,805
PROJECTED EOY BASED ON AVERAGE	\$ 604,772	\$ 659,151	\$ 54,379

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	6/30/2019 ACTUAL YEAR-TO-DATE	6/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 606,858	\$ 601,936	\$ 4,922
ASSESSMENTS-OFF-ROLL (NET)	24,682	57,215	(32,533)
MISCELLANEOUS REVENUE	162	-	162
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	116,712	132,010	15,298
FIELD SERVICE EXPENDITURES - LANDSCAPE	180,102	178,208	(1,894)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	51,304	56,880	5,576
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	15,949	27,183	11,234
FIELD SERVICE EXPENDITURES - SECURITY	9,118	14,325	5,207
FIELD SERVICE EXPENDITURES - OTHER	40,795	43,874	3,079
AMENITY CENTER EXPENDITURES	39,600	53,345	13,745
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 453,579</b>	<b>\$ 505,825</b>	<b>\$ 52,246</b>

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



No New P.O.s

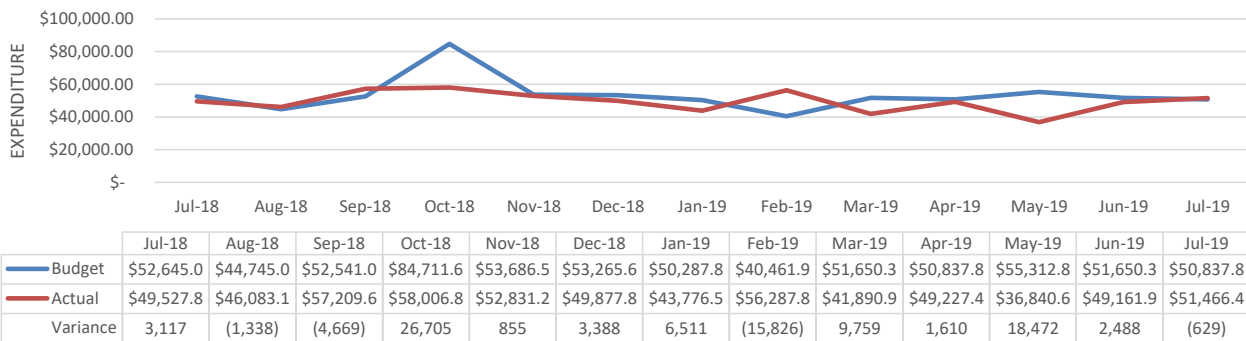
**Waterleaf CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**7/31/2019**

For The Period Ending :	GENERAL FUND 7/31/2019	CONSTRUCTION 2016 7/31/2019	CONSTRUCTION 2017 7/31/2019
CASH BALANCE	\$ 194,296	\$ 1,964	\$ 1,743,232
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
LESS: ACCOUNTS PAYABLE	(14,125)	-	(24,130)
NET CASH BALANCE	\$ 180,171	\$ 1,964	\$ 1,719,103

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	7/31/2019 ACTUAL YEAR-TO-DATE	7/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 664,235	\$ 659,151	\$ 5,084
EXPENDITURES (YTD)	(526,619)	(545,370)	18,751
NET OPERATING CHANGE	\$ 137,616	\$ 113,781	\$ 23,835
AVERAGE MONTHLY EXPENDITURES	\$ 52,662	\$ 54,537	\$ 1,875
PROJECTED EOY BASED ON AVERAGE	\$ 631,943	\$ 659,151	\$ 27,208

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	7/31/2019 ACTUAL YEAR-TO-DATE	7/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 606,858	\$ 601,936	\$ 4,922
ASSESSMENTS-OFF-ROLL (NET)	57,215	57,215	-
MISCELLANEOUS REVENUE	162	-	162
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	129,180	130,694	1,515
FIELD SERVICE EXPENDITURES - LANDSCAPE	200,421	198,008	(2,413)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	57,668	63,200	5,532
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	17,188	30,203	13,015
FIELD SERVICE EXPENDITURES - SECURITY	12,618	15,917	3,299
FIELD SERVICE EXPENDITURES - OTHER	45,175	47,923	2,747
AMENITY CENTER EXPENDITURES	46,351	59,425	13,074
UNBUDGETED EXPENDITURES	18,018	-	(18,018)
<b>TOTAL EXPENDITURES</b>	<b>\$ 526,619</b>	<b>\$ 545,370</b>	<b>\$ 18,751</b>

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



**New P.O.s**

OM-WL-DPFG-057 - All American Lawn & Tree Specialist, Inc - Install/Repair Pavers, Remove/Reinstall Grill \$8,685.00

OM-WL-DPFG-083 - Reed Electric - Remove Install Fountain Light Fixtures \$3,042.85

OM-WI-DPFG-084 - Reed Electric - Electrical Repairs \$6,290.37

**EXHIBIT 3.**

**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS**

September 30, 2018

**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**  
**FINANCIAL STATEMENTS**  
**September 30, 2018**

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors  
Waterleaf Community Development District  
Hillsborough County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Waterleaf Community Development District, Hillsborough County, Florida ("District") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



## ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 - 7 and page 26 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 8, 2019, on our consideration of Waterleaf Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Waterleaf Community Development District's internal control over financial reporting and compliance.

### ***Report on Other Legal and Regulatory Requirements***

We have also issued our report dated May 8, 2019 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
May 8, 2019

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2018

Our discussion and analysis of Waterleaf Community Development District, Hillsborough County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### **FINANCIAL HIGHLIGHTS**

- The assets of the District exceeded its liabilities at the close of the fiscal year resulting in a net position balance of \$10,354,422.
- The change in the District's total net position was \$2,288,172. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2018, the District's governmental funds reported combined ending fund balances of \$3,737,170. A portion of fund balance is restricted for debt service and future capital repairs and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2018

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### **Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### **Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

# WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2018

### GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

#### Statement of Net Position

	2018	2017
Current assets	\$ 4,309,661	\$ 2,189,159
Other assets	4,238	4,186
Capital assets	19,100,363	16,771,554
Total assets	23,414,262	18,964,899
Current liabilities	1,053,802	873,649
Long-term liabilities	12,006,038	10,025,000
Total liabilities	13,059,840	10,898,649
Net position		
Net invested in capital assets	6,929,325	6,636,554
Restricted for debt service	1,381,467	1,445,353
Restricted for capital projects	1,987,500	(27,128)
Unrestricted	56,130	11,471
Total net position	\$ 10,354,422	\$ 8,066,250

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which ongoing program revenues exceeded the cost of operations, including interest.

Key elements of the District's change in net position are reflected in the following table:

#### Change in Net Position

	2018	2017
Program revenues	\$ 3,871,170	\$ 4,681,805
General revenues	46,100	5,718
Total revenues	3,917,270	4,687,523
Expenses		
General government	152,141	108,199
Physical environment	480,521	489,866
Interest on long-term debt	783,181	688,219
Cost of issuance	164,293	1,000
Total expenses	1,580,136	1,287,284
Change in net position	2,337,134	3,400,239
Net position - beginning of year	8,066,250	4,666,011
Net position - end of year	\$ 10,403,384	\$ 8,066,250

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2018

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2018 was \$1,629,098, which comprised primarily of interest on long-term debt. The costs of the District's activities were funded by special assessments and developer contributions.

### **GENERAL BUDGETING HIGHLIGHTS**

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

### **CAPITAL ASSETS AND DEBT ADMINISTRATION**

#### Capital Assets

At September 30, 2018, the District had \$19,100,363 invested in recreation and construction in process. Construction in process has not completed as of September 30, 2018 and therefore is not depreciated to date. Once projects are complete, items will transfer to depreciable assets. More detailed information about the District's capital assets is presented in the notes of the financial statements.

#### Capital Debt

At the end of the year, the District had total bonded debt outstanding of \$12,171,038. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

### **ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION**

For the fiscal year 2019, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose. However, no formal funding plan has been adopted.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2018

### **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Waterleaf Community Development District's Finance Department at 250 International Parkway, Suite 280, Lake Mary, FL 32746.

**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT****STATEMENT OF NET POSITION**

September 30, 2018

	<u>GOVERNMENTAL ACTIVITIES</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 56,385
Assessments receivable	31,751
Deposits	13,344
Due from developer	1,324
Prepaid items	4,238
Restricted:	
Investments	4,097,994
Assessments receivable	108,863
Capital assets:	
Non-depreciable	19,076,599
Depreciable	23,764
TOTAL ASSETS	<u><u>\$ 23,414,262</u></u>
<b>LIABILITIES</b>	
Accounts payable and accrued expenses	\$ 504,430
Retainage payable	72,299
Accrued interest payable	312,073
Bonds payable, due within one year	165,000
Bonds payable, due in more than one year	12,006,038
TOTAL LIABILITIES	<u><u>13,059,840</u></u>
<b>NET POSITION</b>	
Net investment in capital assets	6,929,325
Restricted for:	
Debt service	1,381,467
Capital projects	1,987,500
Unrestricted	56,130
TOTAL NET POSITION	<u><u>\$ 10,354,422</u></u>

The accompanying notes are an integral part of this financial statement

# WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

## STATEMENT OF ACTIVITIES

Year Ended September 30, 2018

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating	Revenues and
		Services	Contributions	Changes in Net
				Position
				Governmental
				Activities
Governmental activities				
General government	\$ 152,141	\$ 3,690,885	\$ (300,236)	\$ 3,238,508
Physical environment	480,521	-	480,521	-
Interest on long-term debt	783,181	-	-	(783,181)
Cost of issuance	164,293	-	-	(164,293)
Total governmental activities	<u>\$ 1,580,136</u>	<u>\$ 3,690,885</u>	<u>\$ 180,285</u>	<u>2,291,034</u>
General revenues:				
				45,670
Investment earnings				430
Miscellaneous income				<u>46,100</u>
Total general revenues				<u>2,337,134</u>
Change in net position				
Net position - October 1, 2017				<u>8,066,250</u>
Net position - September 30, 2018				<u>\$ 10,403,384</u>

The accompanying notes are an integral part of this financial statement



**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET – GOVERNMENTAL FUNDS**  
September 30, 2018

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
<b><u>ASSETS</u></b>				
Cash and cash equivalents	\$ 56,385	\$ -	\$ -	\$ 56,385
Assessments receivable	31,751	-	-	31,751
Due from developer	-	-	1,324	1,324
Deposits	13,344	-	-	13,344
Prepaid items	4,238	-	-	4,238
Restricted:				
Investments	-	1,584,677	2,513,317	4,097,994
Assessments receivable	-	108,863	-	108,863
TOTAL ASSETS	<u>\$ 105,718</u>	<u>\$ 1,693,540</u>	<u>\$ 2,514,641</u>	<u>\$ 4,313,899</u>
<b><u>LIABILITIES AND FUND BALANCES</u></b>				
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	\$ 49,588	\$ -	\$ 454,842	\$ 504,430
Retainage payable	-	-	72,299	72,299
TOTAL LIABILITIES	<u>49,588</u>	<u>-</u>	<u>527,141</u>	<u>576,729</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Prepaid items and deposits	17,582	-	-	17,582
Restricted for:				
Debt service	-	1,693,540	-	1,693,540
Capital projects	-	-	1,987,500	1,987,500
Unassigned	38,548	-	-	38,548
TOTAL FUND BALANCES	<u>56,130</u>	<u>1,693,540</u>	<u>1,987,500</u>	<u>3,737,170</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 105,718</u>	<u>\$ 1,693,540</u>	<u>\$ 2,514,641</u>	<u>\$ 4,313,899</u>

The accompanying notes are an integral part of this financial statement

**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**Year Ended September 30, 2018**

Total Governmental Fund Balances in the Balance Sheet, Page 10	\$ 3,737,170
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	19,103,003
Less accumulated depreciation	(2,640)
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(312,073)
Original issue discount	48,962
Governmental bonds payable	(12,220,000)
Net Position of Governmental Activities, Page 8	<u><u>\$ 10,354,422</u></u>

The accompanying notes are an integral part of this financial statement

**WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
**Year Ended September 30, 2018**

	MAJOR FUNDS			TOTAL
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
<b>REVENUES</b>				
Developer contributions	\$ -	\$ -	\$ 180,285	\$ 180,285
Special assessments	674,851	3,016,034	-	3,690,885
Miscellaneous revenue	430	-	-	430
Investment earnings	280	16,606	28,784	45,670
<b>TOTAL REVENUES</b>	<u>675,561</u>	<u>3,032,640</u>	<u>209,069</u>	<u>3,917,270</u>
<b>EXPENDITURES</b>				
General government	152,141	-	-	152,141
Physical environment	478,761	-	-	478,761
Capital outlay	-	-	2,330,569	2,330,569
Debt				
Principal	-	2,460,000	-	2,460,000
Interest expense	-	741,187	-	741,187
Bond issuance costs	-	213,255	-	213,255
<b>TOTAL EXPENDITURES</b>	<u>630,902</u>	<u>3,414,442</u>	<u>2,330,569</u>	<u>6,375,913</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	44,659	(381,802)	(2,121,500)	(2,458,643)
<b>OTHER SOURCES (USES)</b>				
Transfers in (out)	-	(823)	823	-
Issuance of debt	-	360,733	4,135,305	4,496,038
<b>TOTAL OTHER SOURCES (USES)</b>	<u>-</u>	<u>359,910</u>	<u>4,136,128</u>	<u>4,496,038</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES (USES)</b>	44,659	(21,892)	2,014,628	2,037,395
<b>FUND BALANCE</b>				
Beginning of period	11,471	1,715,432	(27,128)	1,699,775
End of year	<u>\$ 56,130</u>	<u>\$ 1,693,540</u>	<u>\$ 1,987,500</u>	<u>\$ 3,737,170</u>

The accompanying notes are an integral part of this financial statement



# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY**

Waterleaf Community Development District ("District") was created on August 15, 2006 by the Board of County Commissioners of Hillsborough County, Florida Ordinance No. 06-21 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the qualified electors of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2018, the majority of the Board members are affiliated with the Developer.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **Government-Wide and Fund Financial Statements (continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

#### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

#### **Assessments**

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the Hillsborough County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)**

The District reports the following major governmental funds:

##### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

##### Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

##### Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

#### **Assets, Liabilities and Net Position or Equity**

##### Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

##### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **Assets, Liabilities and Net Position or Equity (continued)**

##### Deposits and Investments (continued)

- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

##### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

##### Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Improvements	10 - 20
Recreation	20



# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **Assets, Liabilities and Net Position or Equity (continued)**

##### Capital Assets (continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

##### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

##### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

##### Deferred Outflows/Inflows of Resources

The statement of net position reports, as applicable, a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. For example, the District would record deferred outflows of resources related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

The statement of net position reports, as applicable, a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For example, when an asset is recorded in the governmental fund financial statements, but the revenue is not available, the District reports a deferred inflow of resources until such times as the revenue becomes available.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **Assets, Liabilities and Net Position or Equity (continued)**

##### **Fund Equity/Net Position**

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment less related debt or other outstanding obligation. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

#### **Other Disclosures**

##### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2018

### **NOTE C - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

### **NOTE D - DEPOSITS AND INVESTMENTS**

#### **Deposits**

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### **Investments**

The District's investments were held as follows at September 30, 2018:

<u>Investment</u>	<u>Fair Value</u>	<u>Credit Risk</u>	<u>Maturities</u>
Money Market Mutual Funds - First American Treasury Obligation CL Y	\$ 4,097,994	S&P AAAm	Weighted average of the fund portfolio: 34 days
Total Investments	<u>\$ 4,097,994</u>		

**EXHIBIT 4.**

# **WATERLEAF**

## **COMMUNITY DEVELOPMENT DISTRICT**



**PROPOSED OPERATING BUDGET**  
**OCTOBER 1, 2019 – SEPTEMBER 30, 2020**

# **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

## **BUDGET DEVELOPMENT**

FLORIDA STATUTE 189.418

The total amount available from taxation and other sources, including balances brought forward for prior fiscal years, must equal the total of appropriations for expenditures and reserves.

***(A Balanced Budget)***

# WATERLEAF

## COMMUNITY DEVELOPMENT DISTRICT

1. Review of Actual Expenditures of Prior Fiscal Years
2. Review of Contracts and Service Level Provided
3. Consideration of Future Service Needs

# WATERLEAF CDD

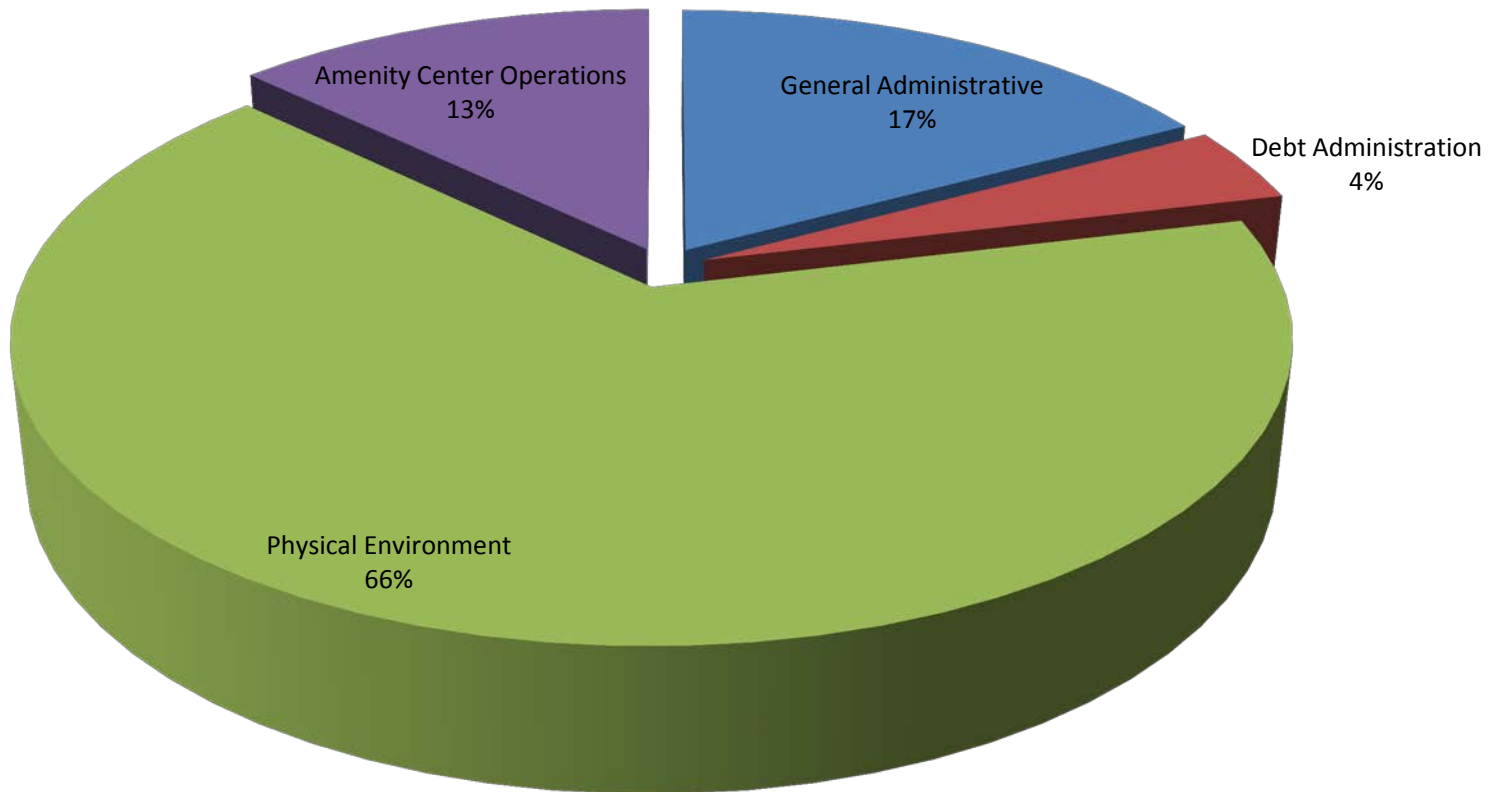
## VARIANCE IN ANNUAL ASSESSMENTS BY PRODUCT TYPE

<b>Lot Width</b>	<b>Units</b>	<b>ERU</b>	<b>GROSS Assmt./Unit FY 2020</b>	<b>GROSS Increase over FY 2019</b>	<b>GROSS Monthly Increase</b>
50'	317	1.00	\$1,120	\$56.34	\$4.70
60'	169	1.20	\$1,344	\$67.61	\$5.63
70'	138	1.40	\$1,569	\$78.87	\$6.57
Total	624				



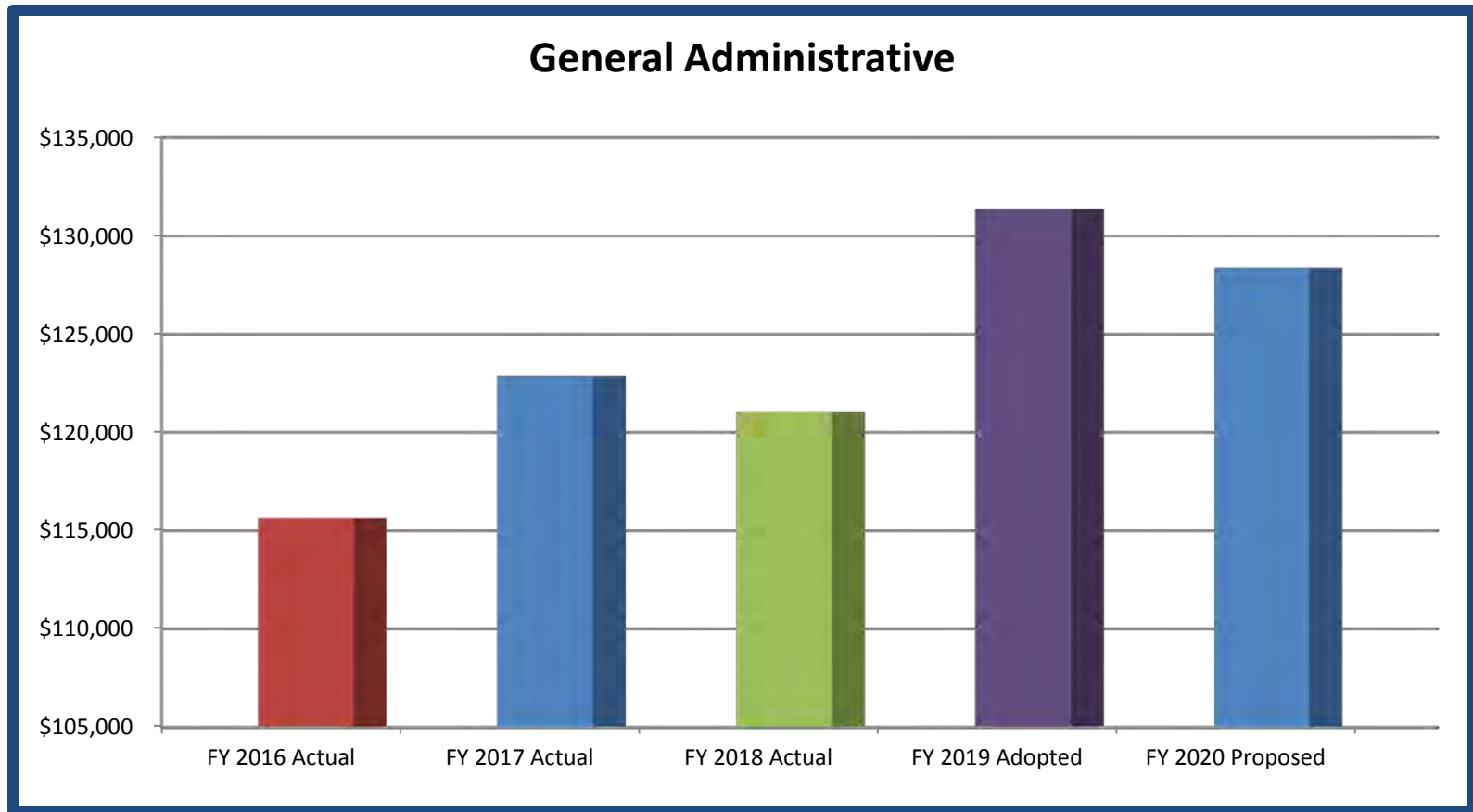
# WATERLEAF CDD

2020 Expenditure Summary: \$750,921



# WATERLEAF CDD

General Administrative - \$128,388





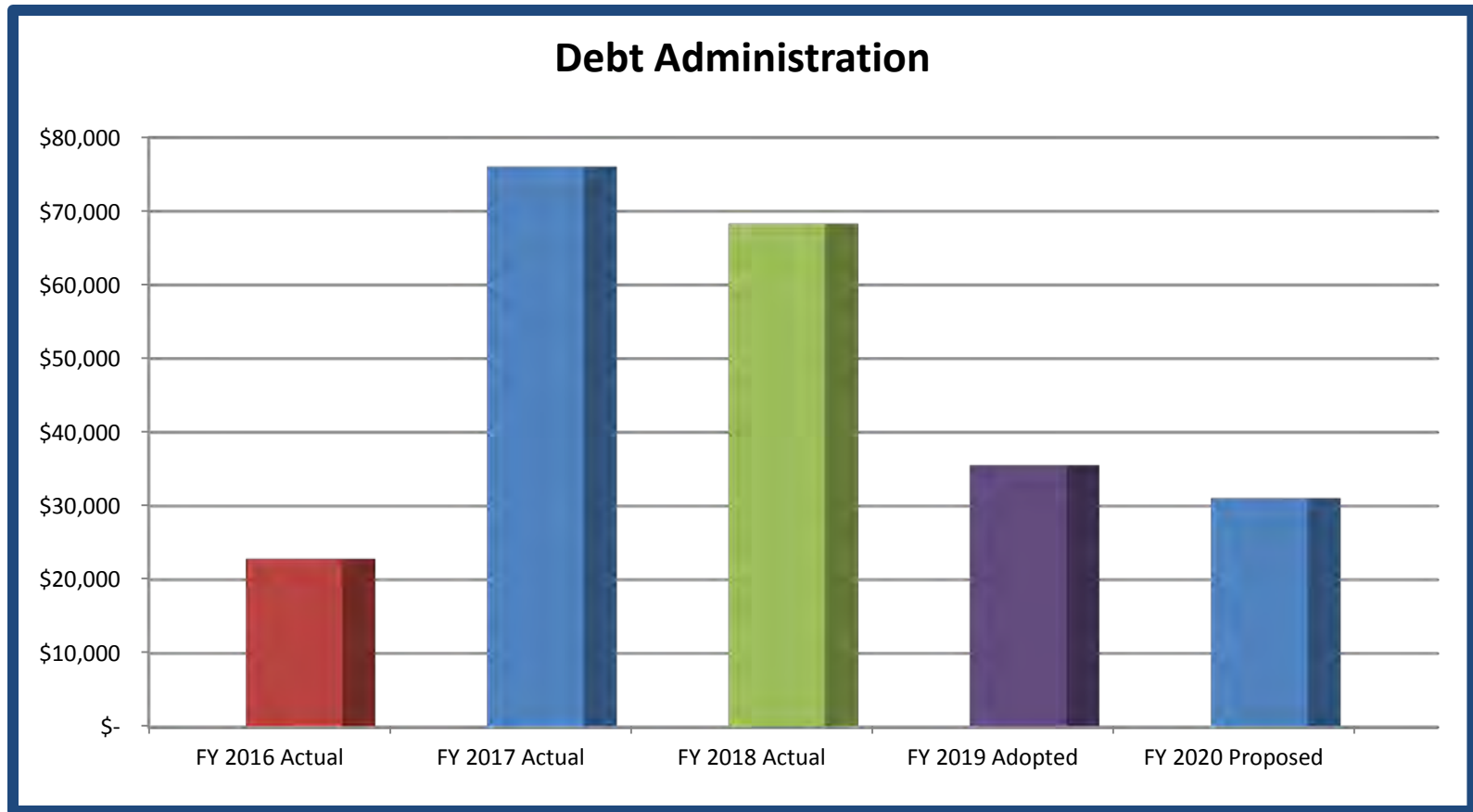
# WATERLEAF CDD

## Administration - 17%: \$3,002 Decrease

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD – March 31, 2019	FY 2020 Proposed	Variance FY 2019 to FY 2020
<b>GENERAL ADMINISTRATIVE</b>							
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
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>\$ 115,638</b>	<b>\$ 122,862</b>	<b>\$ 121,059</b>	<b>\$ 131,390</b>	<b>\$ 58,469</b>	<b>\$ 128,388</b>	<b>\$ (3,002)</b>

# WATERLEAF CDD

Debt Service Administration: \$31,056



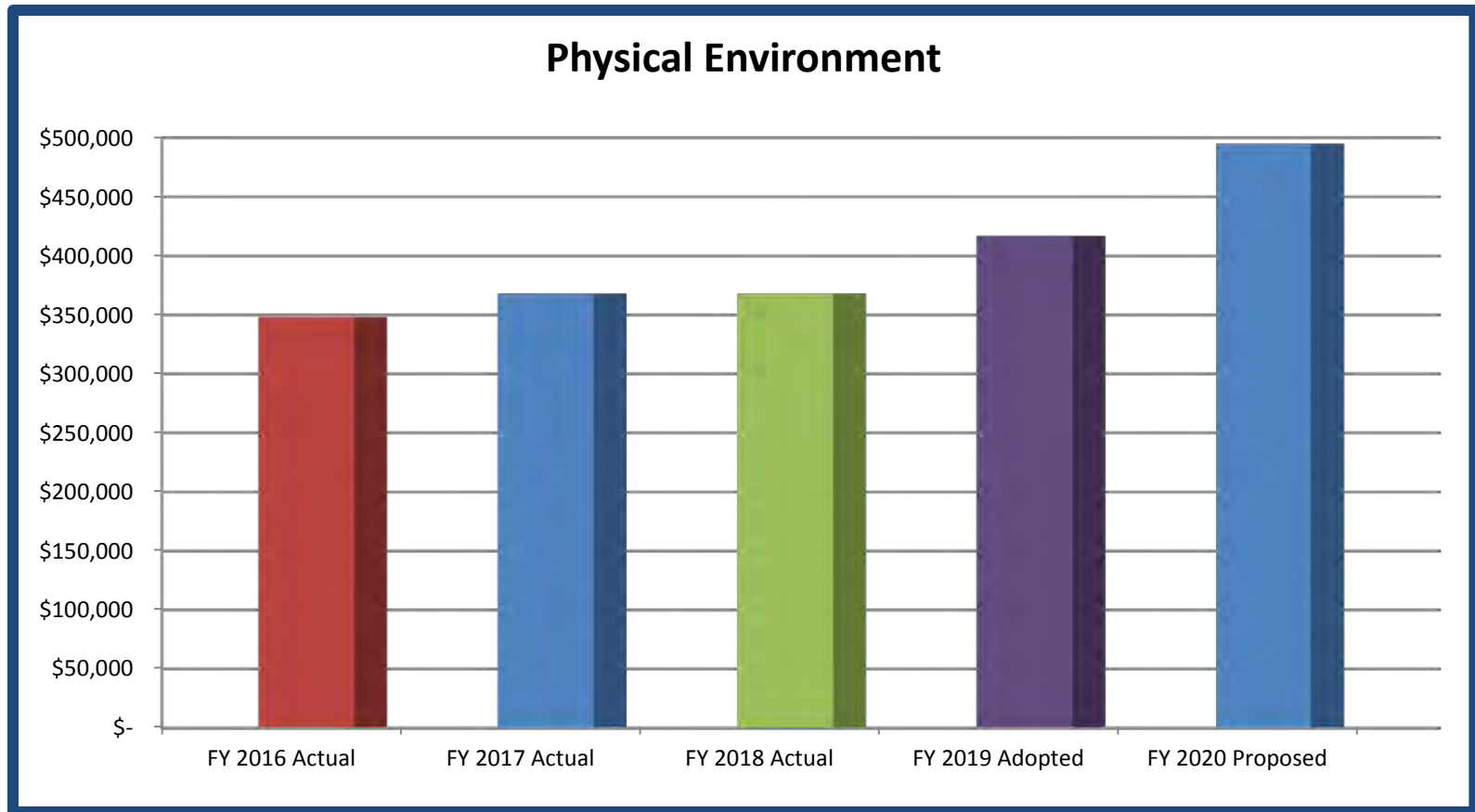
# WATERLEAF CDD

## Debt Service Administration - 4%: \$4,494 Decrease

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD – March 31, 2019	FY 2020 Proposed	Variance FY 2019 to FY 2020
<b>DEBT ADMINISTRATION</b>							
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	18,856	(5,144)
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	-	-	-	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>\$ 22,864</b>	<b>\$ 76,094</b>	<b>\$ 68,332</b>	<b>\$ 35,550</b>	<b>\$ 24,458</b>	<b>\$ 31,056</b>	<b>\$ (4,494)</b>

# WATERLEAF CDD

Physical Environment: \$495,004



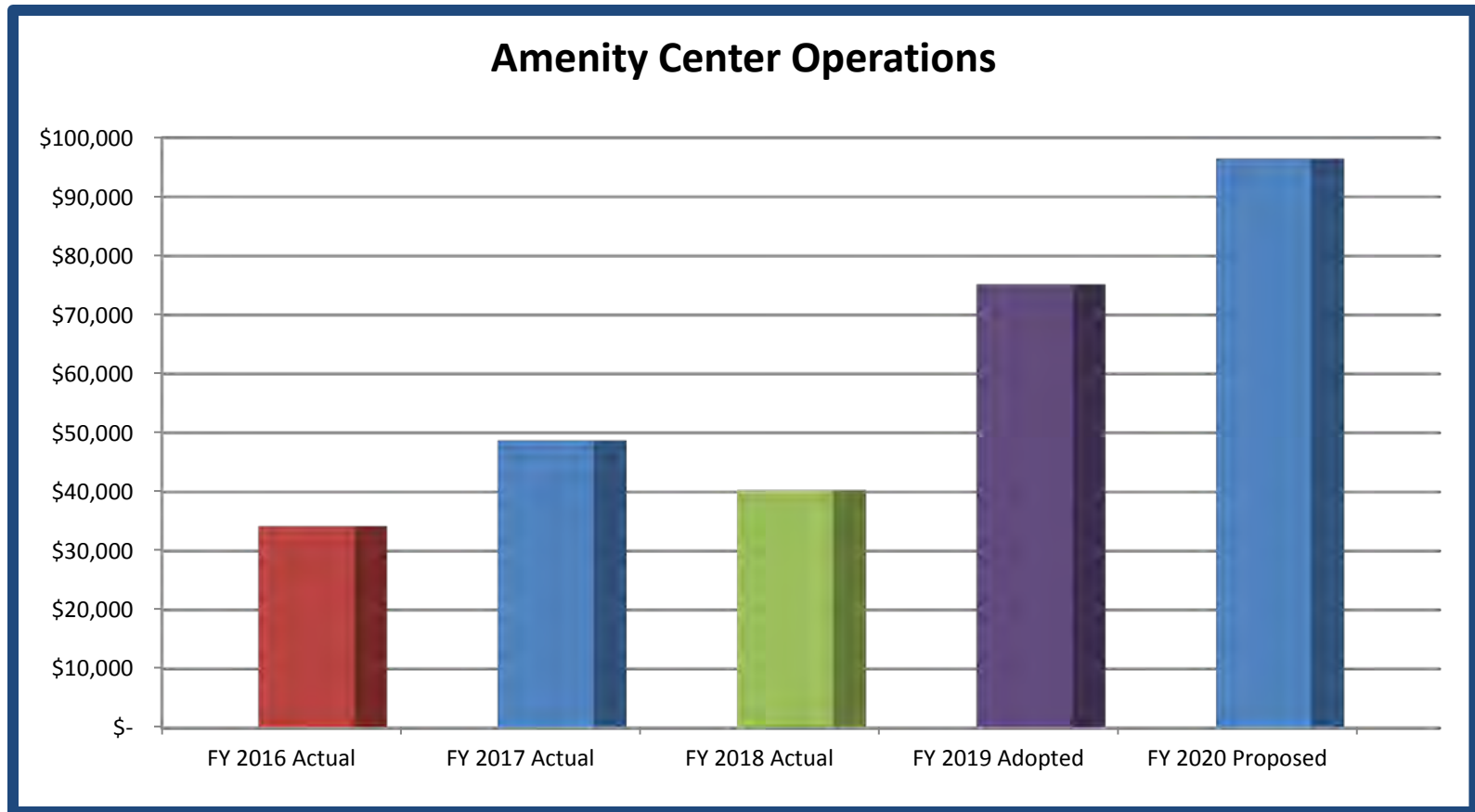
# WATERLEAF CDD

## Physical Environment - 66%: \$78,040 Increase

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD – March 31, 2019	FY 2020 Proposed	Variance FY 2019 to FY 2020
<b>PHYSICAL ENVIRONMENT</b>							
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	10,000	-
IRRIGATION MAINTENANCE	4,823	4,624	296	6,000	5,465	10,000	4,000
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	4,610	-	-	(4,610)
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	-	-	(500)
SECURITY PATROL	3,465	2,975	2,807	5,000	-	1,000	(4,000)
SECURITY OTHER	-	3,273	-	500	-	-	(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	-	5,000	2,500
HARDSCAPE MAINTENANCE	-	-	-	-	-	18,000	18,000
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	-	2,500	1,000
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>\$ 348,184</b>	<b>\$ 368,246</b>	<b>\$ 368,040</b>	<b>\$ 416,964</b>	<b>\$ 193,134</b>	<b>\$ 495,004</b>	<b>\$ 78,040</b>

# WATERLEAF CDD

Amenity Center Operations: \$96,473





# WATERLEAF CDD

## Amenity Center Operations - 13%:

**\$21,288 Increase**

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD – March 31, 2019	FY 2020 Proposed	Variance FY 2019 to FY 2020
<b>AMENITY CENTER OPERATIONS</b>							
POOL SERVICE CONTRACT	\$ 10,200	\$ 14,500	\$ 12,700	\$ 13,500	\$ 8,850	\$ 18,000	\$ 4,500
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	5,250	-
AMENITY CENTER CLEANING & MAINT	2,775	4,600	2,700	7,800	3,600	11,760	3,960
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	7,000	(2,000)
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	1,440	(360)
REFUSE SERVICE	-	-	-	4,000	1,345	3,688	(312)
LANDSCAPE MAINTENANCE - infill	-	-	-	3,000	-	10,000	7,000
MISC.REPAIRS & MAINT.	5,132	6,217	3,262	12,500	-	15,000	2,500
WATER FEATURE MAINTENANCE	-	-	-	-	-	-	-
RESERVE STUDY	-	-	-	-	-	3,500	3,500
CONTINGENCY	-	-	-	1,000	-	1,000	-
<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>\$ 34,202</b>	<b>\$ 48,732</b>	<b>\$ 40,307</b>	<b>\$ 75,185</b>	<b>\$ 25,893</b>	<b>\$ 96,473</b>	<b>\$ 21,288</b>

- QUESTIONS?

**EXHIBIT 5.**

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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>REVENUE</b>							
GENERAL FUND REVENUES (Net FY 2017 & 18) /(a)	\$ 231,505	\$ 258,339	\$ 499,835	\$ 606,936	\$ 551,753	693,207	\$ 86,271
DEVELOPER DEFICIT FUNDING	52,183	113,149	175,016	57,215	-	57,714	\$ 499
GENERAL FUND REVENUES, BUDGET FUNDING	271,514	232,230	-	-	-	-	\$ -
MISCELLANEOUS	1,873	72,756	280	-	-	-	\$ -
INTEREST	228	225	430	-	-	-	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 557,303</b>	<b>\$ 676,699</b>	<b>\$ 675,561</b>	<b>\$ 664,151</b>	<b>\$ 551,753</b>	<b>\$ 750,921</b>	<b>\$ 86,770</b>
<b>EXPENDITURES</b>							
<b>GENERAL ADMINISTRATIVE:</b>							
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
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>\$ 115,638</b>	<b>\$ 122,862</b>	<b>\$ 121,059</b>	<b>\$ 131,390</b>	<b>\$ 58,469</b>	<b>\$ 128,388</b>	<b>\$ (3,002)</b>
<b>DEBT ADMINISTRATION:</b>							
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	18,856	(5,144)
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	-	-	-	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>\$ 22,864</b>	<b>\$ 76,094</b>	<b>\$ 68,332</b>	<b>\$ 35,550</b>	<b>\$ 24,458</b>	<b>\$ 31,056</b>	<b>\$ (4,494)</b>

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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>							
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	10,000	-
IRRIGATION MAINTENANCE	4,823	4,624	296	6,000	5,465	10,000	4,000
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	4,610	-	-	(4,610)
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	-	-	(500)
SECURITY PATROL	3,465	2,975	2,807	5,000	-	1,000	(4,000)
SECURITY OTHER	-	3,273	-	500	-	-	(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	-	5,000	2,500
HARDSCAPE MAINTENANCE	-	-	-	-	-	18,000	18,000
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	-	2,500	1,000
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>\$ 348,184</b>	<b>\$ 368,246</b>	<b>\$ 368,040</b>	<b>\$ 416,964</b>	<b>\$ 193,134</b>	<b>\$ 495,004</b>	<b>\$ 78,040</b>

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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>AMENITY CENTER OPERATIONS</b>							
POOL SERVICE CONTRACT	\$ 10,200	\$ 14,500	\$ 12,700	\$ 13,500	\$ 8,850	\$ 18,000	\$ 4,500
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	5,250	-
AMENITY CENTER CLEANING & MAINT	2,775	4,600	2,700	7,800	3,600	11,760	3,960
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	7,000	(2,000)
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	1,440	(360)
REFUSE SERVICE	-	-	-	4,000	1,345	3,688	(312)
LANDSCAPE MAINTENANCE - infill	-	-	-	3,000	-	10,000	7,000
MISC.REPAIRS & MAINT.	5,132	6,217	3,262	12,500	-	15,000	2,500
WATER FEATURE MAINTENANCE	-	-	-	-	-	-	-
RESERVE STUDY	-	-	-	-	-	3,500	3,500
CONTINGENCY	-	-	-	1,000	-	1,000	-
<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>\$ 34,202</b>	<b>\$ 48,732</b>	<b>\$ 40,307</b>	<b>\$ 75,185</b>	<b>\$ 25,893</b>	<b>\$ 96,473</b>	<b>\$ 21,288</b>
<b>CAPITAL IMPROVEMENTS</b>							
AMENITY CENTER IMPROVEMENTS	\$ -	\$ 40,937	\$ -	\$ 5,062	\$ -	\$ -	\$ (5,062)
OTHER CAPITAL IMPROVEMENTS	44,893	18,900	33,163	-	-	-	-
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>\$ 44,893</b>	<b>\$ 59,837</b>	<b>\$ 33,163</b>	<b>\$ 5,062</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,062)</b>
<b>RESERVES</b>							
OPERATING RESERVE INCREASE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL RESERVES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENDITURES</b>	<b>565,781</b>	<b>675,770</b>	<b>630,900</b>	<b>664,151</b>	<b>301,954</b>	<b>750,921</b>	<b>86,770</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(8,478)</b>	<b>929</b>	<b>44,661</b>	<b>-</b>	<b>249,799</b>	<b>-</b>	<b>-</b>
FUND BALANCE - BEGINNING	19,020	10,542	11,471	56,132	56,132	56,132	-
INCREASE IN OPERATING RESERVES	-	-	-	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 10,542</b>	<b>\$ 11,471</b>	<b>\$ 56,132</b>	<b>\$ 56,132</b>	<b>\$ 305,931</b>	<b>\$ 56,132</b>	<b>-</b>

**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.

**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'	317	1.00	317.00	44.46%
60'	169	1.20	202.80	28.44%
70'	138	1.40	193.20	27.10%
<b>Total</b>	<b>624</b>		<b>713.00</b>	<b>100.00%</b>

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

AR = Total Expenditures:	<b>750,921</b>	<< from STMT 1
Plus: Early Payment Discount (4%):	31,954	
Plus: County Collection Charges (2%):	15,977	
<b>Total Assessment - GROSS:</b>	<b>798,852</b>	
Total ERU:	713.00	<< from Table 1. above
Total AR / ERU, net:	<b>\$1,053.19</b>	
Total Assessment / ERU, gross:	<b>\$1,120.41</b>	

**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'	317	1.00	\$1,053	\$333,860	\$1,120	\$355,170
60'	169	1.20	\$1,264	\$213,586	\$1,344	\$227,219
70'	138	1.40	\$1,474	\$203,475	\$1,569	\$216,463
<b>Total</b>	<b>624</b>			<b>\$750,921</b>		<b>\$798,851</b>

**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
<b>Total</b>	<b>570</b>			<b>\$659,150</b>		<b>\$701,222</b>

**5. Difference between Prior FY and Current FY**

Lot Width	Units	ERU	Diff., Gross	% Diff.	Mo Amt.
50'	54	1.00	\$56.34	5.63%	\$ 4.70
60'	0	1.20	\$67.61	5.63%	\$ 5.63
70'	0	1.40	\$78.87	5.63%	\$ 6.57

**Note:**

(a) No O&M Assessments for non-platted lots will be charged to the Developer.  
The Developer is only to fund based on actual expenditures on an as-needed basis only.

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
<b>EXPENDITURES ADMINISTRATIVE:</b>				
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



**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
	<b>Total</b>	<b>128,388</b>		
<b>EXPENDITURES DEBT ADMINISTRATION:</b>				
DISSEMINATION AGENT	LERNER	6,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	18,856		Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the Series 2013, Series 2014, 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		-		
	<b>Total</b>	<b>31,056</b>		
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>				
STREETPOLE LIGHTING	TECO	103,680	N/A	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	N/A	\$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	10,000	N/A	Replenish landscape materials outside of contract scope
IRRIGATION MAINTENANCE	BRIGHTVIEW	10,000	N/A	Miscellaneous expenditures related to the repair of the irrigation system -
LANDSCAPE MAINTENANCE - FINAL PHASE	BRIGHTVIEW	-		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	-	N/A	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	-	N/A	Miscellaneous as needed
SIGNAGE	NA	-	N/A	Miscellaneous as needed
SECURITY PATROL (SHERIFF)	Sheriff	1,000	N/A	Estimated at 6 hours per week at \$35 per hour, inclusive of mileage fees, as needed

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
SECURITY OTHER - REPAIRS	NA	-	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 July 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 storm water 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	5,000	NA	Based on necessary erosion control measures
HARDSCAPE MAINTENANCE	VARIOUS	18,000		Clean/paint walls, bridge repairs, etc & \$3,000 entrance sign
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 replacements
HOLIDAY DECORATIONS	NA	7,000	NA	Estimated
CONTINGENCY	MISC	2,500	NA	Miscellaneous expenditures not accounted for in the above lines. Also includes \$600 for quarterly maintenance inspections of electrical and plumbing.
		<b>Total</b>		<b>495,004</b>
AMENITY CENTER OPERATIONS:				

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

<b>FINANCIAL STATEMENT CATEGORY</b>	<b>SERVICE PROVIDER (VENDOR)</b>	<b>CONTRACT AMT. / YEAR</b>	<b>PO #</b>	<b>COMMENTS (SCOPE OF SERVICE)</b>
POOL SERVICE CONTRACT	H2 POOL SERVICES	18,000	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	CIRITICAL INTERVENTION	3,600	OM-WL-002	CCTV Monitoring - \$300 monthly. Security cameras
AMENITY CENTER PRESSURE WASH	H2 POOL SERVICES	5,250	OM-WL-117	Average \$6,000 yearly /2X per month
AMENITY CENTER CLEANING & MAINT	H2 POOL SERVICES	11,760	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	7,000	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	1,440	OM-WL-DPFG-024	Pest control of amenity center - \$120 monthly. Not included an additional month for any specialty sprayings for ants, etc.
REFUSE SERVICE		3,688	OM-WL-148	Estimated from Waste Management, inclusive of 2x weekly pickup of 4 yard dumpster, includes some coverage . Standard bill is \$224 per month. Approximately \$1,000 is for overages
LANDSCAPE MAINTENANCE - Infill	MISC LANDSCAPE IMPROVEMENTS AT AMENITY CENTER	10,000	NA	Additional landscape improvements as needed (\$10,000)
MISC. REPAIRS & MAINT.	AS NEEDED	15,000	NA	Furniture repair and replacement (10,000), painting,( 2,000) etc (3,500). Plumbing (3,000) etc(1,500)
WATER FEATURE MAINTENANCE	H2 POOL SERVICES	-	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 aerators (\$3500).
RESERVE STUDY		3,500		Reserve study, estimated at \$3,500
CONTINGENCY		1,000		As needed
		<b>96,473</b>		
<b>CAPITAL IMPROVEMENTS</b>				
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 6.**

## **RESOLUTION 2019-07**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (the “**Board**”) a proposed budget for the next ensuing budget year (the “**Proposed Budget**”), along with an explanatory and complete financial plan for each fund of the Waterleaf Community Development District (the “**District**”), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set August 22, 2019 at 6:00 pm as the date and time for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

**WHEREAS**, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

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

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2018/2019 and/or revised projections for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Waterleaf Community Development District for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020," as adopted by the Board of Supervisors on August 22, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUNDS	\$_____
TOTAL ALL FUNDS	\$_____*

\*Not inclusive of any collection costs.

## **Section 3. Budget Amendments**

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

#### **Section 4. Budget Funding Agreement**

The form of the Budget Funding Agreement, attached as **Exhibit B** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2019/2020.

#### **Section 5. Effective Date.**

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2019.**

**ATTEST:**

**WATERLEAF COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A:** FY 2019/2020 Budget  
**Exhibit B:** Budget Funding Agreement

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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>REVENUE</b>							
GENERAL FUND REVENUES (Net FY 2017 & 18) /(a)	\$ 231,505	\$ 258,339	\$ 499,835	\$ 606,936	\$ 551,753	693,207	\$ 86,271
DEVELOPER DEFICIT FUNDING	52,183	113,149	175,016	57,215	-	57,714	\$ 499
GENERAL FUND REVENUES, BUDGET FUNDING	271,514	232,230	-	-	-	-	\$ -
MISCELLANEOUS	1,873	72,756	280	-	-	-	\$ -
INTEREST	228	225	430	-	-	-	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 557,303</b>	<b>\$ 676,699</b>	<b>\$ 675,561</b>	<b>\$ 664,151</b>	<b>\$ 551,753</b>	<b>\$ 750,921</b>	<b>\$ 86,770</b>
<b>EXPENDITURES</b>							
<b>GENERAL ADMINISTRATIVE:</b>							
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
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>\$ 115,638</b>	<b>\$ 122,862</b>	<b>\$ 121,059</b>	<b>\$ 131,390</b>	<b>\$ 58,469</b>	<b>\$ 128,388</b>	<b>\$ (3,002)</b>
<b>DEBT ADMINISTRATION:</b>							
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	18,856	(5,144)
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	-	-	-	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>\$ 22,864</b>	<b>\$ 76,094</b>	<b>\$ 68,332</b>	<b>\$ 35,550</b>	<b>\$ 24,458</b>	<b>\$ 31,056</b>	<b>\$ (4,494)</b>



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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>							
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	10,000	-
IRRIGATION MAINTENANCE	4,823	4,624	296	6,000	5,465	10,000	4,000
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	4,610	-	-	(4,610)
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	-	-	(500)
SECURITY PATROL	3,465	2,975	2,807	5,000	-	1,000	(4,000)
SECURITY OTHER	-	3,273	-	500	-	-	(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	-	5,000	2,500
HARDSCAPE MAINTENANCE	-	-	-	-	-	18,000	18,000
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	-	2,500	1,000
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>\$ 348,184</b>	<b>\$ 368,246</b>	<b>\$ 368,040</b>	<b>\$ 416,964</b>	<b>\$ 193,134</b>	<b>\$ 495,004</b>	<b>\$ 78,040</b>

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

	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD- MARCH</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE 2019 TO 2020</b>
<b>AMENITY CENTER OPERATIONS</b>							
POOL SERVICE CONTRACT	\$ 10,200	\$ 14,500	\$ 12,700	\$ 13,500	\$ 8,850	\$ 18,000	\$ 4,500
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	5,250	-
AMENITY CENTER CLEANING & MAINT	2,775	4,600	2,700	7,800	3,600	11,760	3,960
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	7,000	(2,000)
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	1,440	(360)
REFUSE SERVICE	-	-	-	4,000	1,345	3,688	(312)
LANDSCAPE MAINTENANCE - infill	-	-	-	3,000	-	10,000	7,000
MISC.REPAIRS & MAINT.	5,132	6,217	3,262	12,500	-	15,000	2,500
WATER FEATURE MAINTENANCE	-	-	-	-	-	-	-
RESERVE STUDY	-	-	-	-	-	3,500	3,500
CONTINGENCY	-	-	-	1,000	-	1,000	-
<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>\$ 34,202</b>	<b>\$ 48,732</b>	<b>\$ 40,307</b>	<b>\$ 75,185</b>	<b>\$ 25,893</b>	<b>\$ 96,473</b>	<b>\$ 21,288</b>
<b>CAPITAL IMPROVEMENTS</b>							
AMENITY CENTER IMPROVEMENTS	\$ -	\$ 40,937	\$ -	\$ 5,062	\$ -	\$ -	\$ (5,062)
OTHER CAPITAL IMPROVEMENTS	44,893	18,900	33,163	-	-	-	-
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>\$ 44,893</b>	<b>\$ 59,837</b>	<b>\$ 33,163</b>	<b>\$ 5,062</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,062)</b>
<b>RESERVES</b>							
OPERATING RESERVE INCREASE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL RESERVES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENDITURES</b>	<b>565,781</b>	<b>675,770</b>	<b>630,900</b>	<b>664,151</b>	<b>301,954</b>	<b>750,921</b>	<b>86,770</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(8,478)</b>	<b>929</b>	<b>44,661</b>	<b>-</b>	<b>249,799</b>	<b>-</b>	<b>-</b>
FUND BALANCE - BEGINNING	19,020	10,542	11,471	56,132	56,132	56,132	-
INCREASE IN OPERATING RESERVES	-	-	-	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 10,542</b>	<b>\$ 11,471</b>	<b>\$ 56,132</b>	<b>\$ 56,132</b>	<b>\$ 305,931</b>	<b>\$ 56,132</b>	<b>-</b>

**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.

**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'	317	1.00	317.00	44.46%
60'	169	1.20	202.80	28.44%
70'	138	1.40	193.20	27.10%
<b>Total</b>	<b>624</b>		<b>713.00</b>	<b>100.00%</b>

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

AR = Total Expenditures:	<b>750,921</b>	<< from STMT 1
Plus: Early Payment Discount (4%):	31,954	
Plus: County Collection Charges (2%):	15,977	
<b>Total Assessment - GROSS:</b>	<b>798,852</b>	
Total ERU:	713.00	<< from Table 1. above
Total AR / ERU, net:	<b>\$1,053.19</b>	
Total Assessment / ERU, gross:	<b>\$1,120.41</b>	

**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'	317	1.00	\$1,053	\$333,860	\$1,120	\$355,170
60'	169	1.20	\$1,264	\$213,586	\$1,344	\$227,219
70'	138	1.40	\$1,474	\$203,475	\$1,569	\$216,463
<b>Total</b>	<b>624</b>			<b>\$750,921</b>		<b>\$798,851</b>

**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
<b>Total</b>	<b>570</b>			<b>\$659,150</b>		<b>\$701,222</b>

**5. Difference between Prior FY and Current FY**

Lot Width	Units	ERU	Diff., Gross	% Diff.	Mo Amt.
50'	54	1.00	\$56.34	5.63%	\$ 4.70
60'	0	1.20	\$67.61	5.63%	\$ 5.63
70'	0	1.40	\$78.87	5.63%	\$ 6.57

**Note:**

(a) No O&M Assessments for non-platted lots will be charged to the Developer.  
The Developer is only to fund based on actual expenditures on an as-needed basis only.

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
<b>EXPENDITURES ADMINISTRATIVE:</b>				
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

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
	<b>Total</b>	<b>128,388</b>		
<b>EXPENDITURES DEBT ADMINISTRATION:</b>				
DISSEMINATION AGENT	LERNER	6,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	18,856		Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the Series 2013, Series 2014, 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		-		
	<b>Total</b>	<b>31,056</b>		
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>				
STREETPOLE LIGHTING	TECO	103,680	N/A	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	N/A	\$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	10,000	N/A	Replenish landscape materials outside of contract scope
IRRIGATION MAINTENANCE	BRIGHTVIEW	10,000	N/A	Miscellaneous expenditures related to the repair of the irrigation system -
LANDSCAPE MAINTENANCE - FINAL PHASE	BRIGHTVIEW	-		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	-	N/A	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	-	N/A	Miscellaneous as needed
SIGNAGE	NA	-	N/A	Miscellaneous as needed
SECURITY PATROL (SHERIFF)	Sheriff	1,000	N/A	Estimated at 6 hours per week at \$35 per hour, inclusive of mileage fees, as needed

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
SECURITY OTHER - REPAIRS	NA	-	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 July 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 storm water 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	5,000	NA	Based on necessary erosion control measures
HARDSCAPE MAINTENANCE	VARIOUS	18,000		Clean/paint walls, bridge repairs, etc & \$3,000 entrance sign
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 replacements
HOLIDAY DECORATIONS	NA	7,000	NA	Estimated
CONTINGENCY	MISC	2,500	NA	Miscellaneous expenditures not accounted for in the above lines. Also includes \$600 for quarterly maintenance inspections of electrical and plumbing.
		<b>Total</b>		<b>495,004</b>
AMENITY CENTER OPERATIONS:				

**WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
POOL SERVICE CONTRACT	H2 POOL SERVICES	18,000	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	CIRITICAL INTERVENTION	3,600	OM-WL-002	CCTV Monitoring - \$300 monthly. Security cameras
AMENITY CENTER PRESSURE WASH	H2 POOL SERVICES	5,250	OM-WL-117	Average \$6,000 yearly /2X per month
AMENITY CENTER CLEANING & MAINT	H2 POOL SERVICES	11,760	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	7,000	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	1,440	OM-WL-DPFG-024	Pest control of amenity center - \$120 monthly. Not included an additional month for any specialty sprayings for ants, etc.
REFUSE SERVICE		3,688	OM-WL-148	Estimated from Waste Management, inclusive of 2x weekly pickup of 4 yard dumpster, includes some coverage . Standard bill is \$224 per month. Approximately \$1,000 is for overages
LANDSCAPE MAINTENANCE - Infill	MISC LANDSCAPE IMPROVEMENTS AT AMENITY CENTER	10,000	NA	Additional landscape improvements as needed (\$10,000)
MISC. REPAIRS & MAINT.	AS NEEDED	15,000	NA	Furniture repair and replacement (10,000), painting,( 2,000) etc (3,500). Plumbing (3,000) etc(1,500)
WATER FEATURE MAINTENANCE	H2 POOL SERVICES	-	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 aerators (\$3500).
RESERVE STUDY		3,500		Reserve study, estimated at \$3,500
CONTINGENCY		1,000		As needed
		96,473		
<b>CAPITAL IMPROVEMENTS</b>				
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 7.**



**Budget Funding Agreement**  
Fiscal Year 2019/2020

This Agreement is made and entered into this 22nd day of August, 2019, by and between the **Waterleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida (hereinafter "**District**"), and **Waterleaf, LLC**, a Florida limited liability company (hereinafter "**Developer**").

**Recitals**

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Hillsborough County, Florida, (the "**County**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2019/2020, which year commences on October 1, 2019 and concludes on September 30, 2020; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2019/2020 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2019/2020, as described in Exhibit "A," and as may be amended from time to time by the District.

**NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The monies to be funded by the Developer will be the difference between any actual on-roll and other non-off roll revenues received by the District minus the actual expenditures incurred by the District and will be provided on an "as needed" basis only. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees or assessments

which might otherwise be levied or imposed by the District. However, at the end of each fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.

2. The parties hereto recognize that a portion of the aforereferenced operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment 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.

4. 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.

5. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.

8. 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.

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

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

11. The Agreement shall be effective after execution by both parties hereto.

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

Attest:

**Waterleaf Community  
Development District**

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

By: \_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

\_\_\_\_\_  
Witness

**Waterleaf, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John Ryan  
Manager

**Exhibit "A" – Fiscal Year 2019/2020 General Fund Budget**

**EXHIBIT 8.**

## RESOLUTION 2019-08

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; ADOPTING AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Waterleaf Community Development District (the “**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Hillsborough County, Florida (the “**County**”); and

**WHEREAS**, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors (the “**Board**”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s budget for fiscal year 2019/2020 (“**Operations and Maintenance Budget**”), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operations and maintenance services and facilities provided by the District as described in the Operations and Maintenance Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the County tax roll and collected by the County Tax Collector (“**Uniform Method**”); and

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method; and

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the annually recurring special assessments on all assessable lands for operations and maintenance in the amount contained in the Operations and Maintenance Budget; and

**WHEREAS**, the District desires to levy and collect special assessments reflecting each parcel's portion of the Operations and Maintenance Budget; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll of the District as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (the "**Assessment Roll**"), and to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the assessments on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT.** The provision of the services, facilities and operations as described in **Exhibit A** confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in **Exhibit A** and in the Assessment Roll.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190 of the Florida Statutes, and using procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operations and maintenance is hereby imposed and levied on benefited lands within the District in accordance with **Exhibit A** and in the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND DUE DATE.**

**A. Uniform Method Assessments.** The collection of the previously levied debt service assessments and operations and maintenance special assessments on a portion of the platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit A** and in the Assessment Roll.

**B. Direct Bill Assessments.** The annual installment for the previously levied debt service assessments, and the annual operations and maintenance assessments, on a portion of the undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and in the Assessment Roll. Assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

**C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. The District certifies all assessments for debt service and operations and maintenance for collection pursuant to Chapters 190 and 197, Florida Statutes. All assessments collected by the Tax Collector shall be due and payable as provided in Chapter 197, Florida Statutes.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll is hereby certified and adopted.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2019.**

**ATTEST:**

**WATERLEAF COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A – Fiscal Year 2019/2020 Operations and Maintenance Budget**



**EXHIBIT 9.**

## **RESOLUTION 2019-09**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

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

**Section 1.** The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2019/2020 attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2019/2020 annual public meeting schedule to Hillsborough County, Florida.

**Section 3.** This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2019.**

**ATTEST:**

**WATERLEAF COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

---

Chair/ Vice Chair  
Print Name: Mike Lawson

# **EXHIBIT A**

**Notice of Meetings  
Fiscal Year 2019  
Waterleaf Community Development District**

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2019 regular meetings of the Board of Supervisors of the Waterleaf Community Development District are scheduled to be held on the **third Tuesday** of every month at 6:00 p.m. at the **Panther Trace II** Clubhouse located at 11518 Newgate Crest Drive Riverview, Florida. The meeting dates are as follows (**exceptions are noted below**):

October 15, 2018

November 19, 2018 (10:30 am, Metro)

December 17, 2018

January 21, 2019 (10:30 am, Metro)

February 18, 2019

March 17, 2019 (10:30 am, Metro)

April 21, 2019

May 19, 2019 (10:30 am, Metro)

June 16, 2019

July 21, 2019

August 18, 2019

September 15, 2019 (10:30 am, Metro)

The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued with no additional notice to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meetings listed above, may be obtained from Development Planning and Financing Group [DPFG], 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 at (813) 418-7473 Ext. 4301, one week prior to the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact DPFG at the number listed above. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office at least two (2) business days prior to the date of the hearing and meeting.

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

DPFG, District Management

**EXHIBIT 10.**

## AQUATIC MANAGEMENT AGREEMENT

This Aquatic Management Agreement (the “**Agreement**”) is entered into as of August, 2019, between the **Waterleaf Community Development District**, whose mailing address is c/o DPGF, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. (the “**District**”) and **Aquatic Systems**, a INC., whose mailing address is 2100 NW 33<sup>rd</sup> street Pompano Beach FL 33069 (the “**Contractor**”).

### BACKGROUND INFORMATION

The District is responsible for the operation and maintenance of the ponds within the boundaries of the District. The Contractor provides pond monitoring and maintenance services and the District desires to retain the Contractor to provide pond monitoring and maintenance services as described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

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. **Scope of Services.** The Contractor shall perform the specific water management services described in **Exhibit A** attached hereto for the District’s ponds as depicted in **Exhibit B** attached hereto.
5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$1239.00 per month. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within thirty (30) days of receipt of the invoice.
6. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment.

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. **Responsibilities of the Contractor.**

- I. 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.
- II. 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.
- III. 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. 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.

9. **Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

**10. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**11. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**12. 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**



[Lore.yeira@dpfg.com](mailto:Lore.yeira@dpfg.com), OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

13. **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.
14. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. 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.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
16. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
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. **Notice.** In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification. Contractor shall notify the District in writing of any water use restrictions or pertinent information after treatment.
19. **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.
20. **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]

Aquatic systems, Inc.

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

**Waterleaf**  
**Community Development District**

\_\_\_\_\_  
Chair/Vice-Chair of the Board of Supervisors

June 6, 2019

Mr. Paul Cusmano, District Manager  
**Waterleaf CDD**  
c/o DPFG  
15310 Amberly Drive, Suite #175  
Tampa, Florida 33647

**VIA EMAIL: PAUL.CUSMANO@DPFG.COM**

**RE: Account #00052390**  
Notice of Renewal: Contract for Signature

Dear Paul:

The anniversary date of your **Aquatic Systems, Inc.** waterway management program is **August 1, 2019**. We have prepared a renewal contract for your signature. You may opt to RETAIN or DELETE (cross out) our reference to "automatic renewal" (see right-hand side of quote). If you retain "automatic renewal," a letter in lieu of a quotation will be submitted upon future anniversary dates.


We are pleased to report that your resource management program for care of your waterway system has been successful; therefore, we are extending our scheduled visits for the next successive twelve months at the SAME investment.

If you have any questions, please do not hesitate to contact me at 1-800-432-4302.

Please sign and return your renewal agreement. We will acknowledge receipt by mailing a signed agreement to you for your records.

We appreciate your business and look forward to another successful year ahead!

Sincerely,



Joshua F. McGarry  
District Manager

JFM/gu

cc: Doug Agnew, General Manager/Senior Consultant

 **Vertex Water Features Authorized Lake Aeration & Fountain Dealer**

**2100 NW 33rd Street • Pompano Beach, FL 33069 • 1-800-432-4302 • [www.aquaticsystems.com](http://www.aquaticsystems.com)**  
**Ft. Myers • Ft. Pierce • Jacksonville • Miami • Pompano Beach • Sanford • Sarasota • St. Petersburg • Sun City • Wesley Chapel • Winter Garden**

**Aquatic Systems, Inc.**  
Lake & Wetland Management Services  
*Everything a Lake Should Be*  
2100 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33069  
Telephone: 1-800-432-4302  
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Paul Cusmano, District Manager  
**Waterleaf CDD**  
c/o DPFG  
15310 Amberly Drive, Suite #175  
Tampa, Florida 33647  
(813) 418-7473  
paul.cusmano@dpfg.com

**Aquatic Services Renewal Agreement**

#00052390      Automatic Renewal

**One-Year: 08/01/19 – 07/31/20**

**Anniversary Date: 08/01/19 JFM**

hereinafter called "Customer". The parties hereto agree as follows:

1. **ASI** agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Twenty ponds (21,633 total linear foot perimeter) located at **Waterleaf CDD** in Riverview, Florida.

2. Minimum of **TWENTY-FOUR (24)** inspections with treatment as required (twice monthly).

3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

**Annual Maintenance Program:**

Algae & Aquatic Weed Management <i>In Open Water Areas Only</i>	Included
Shoreline Grass Management to the Water's Edge	Included
Lake Dye	As Required by <b>ASI*</b>
Debris Removal <sup>1</sup>	Included
Triploid Grass Carp Stocking & Permitting	As Required by <b>ASI*</b>
<b>Sites to be determined</b>	
Carp Barrier(s) Installation/Fabrication	As Required by <b>ASI*</b>
<b>Sites to be determined</b>	
Management Reporting	Included
Monthly Special Customer Site Inspection Report	Included

Total Program Investment      **\$ 1,239.00      Monthly**

<sup>1</sup> Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.

*\*Services performed at ASI's sole discretion for the success of the Waterway Management Program*

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***Terms & Conditions of Aquatic Services Agreement***

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1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.

2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. This Agreement shall have as its effective and anniversary date the first day of the month in which services are first rendered to the CUSTOMER.
4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
5. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
6. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
7. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
8. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
9. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve-month periods, unless notice of non-renewal has been received by either party, in writing, at least thirty (30) days prior to the anniversary date. ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date.
10. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
11. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

\_\_\_\_\_  
Customer or Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Signer

\_\_\_\_\_  
Print Company Name of Signer

\_\_\_\_\_  
Aquatic Systems, Inc. Signature

\_\_\_\_\_  
Date



**EXHIBIT 11.**



*Rep Richard LLC*  
*Sales and Distributor of Aqua Creek Products*  
*"The Total Solution For Pool and Spa Access"*

Rep Richard LLC  
Florida Sales/ Distributor/ Service  
PO Box 3405  
Riverview, FL 33568

Phone: 813-695-5469  
Fax: 813-671-2571  
Email: [richp2005@verizon.net](mailto:richp2005@verizon.net)

D P F G Group  
15310 Amberly Dr. # 175  
Tampa, FL 33647  
813-374-9104 EXT 101  
[lore.yeir@dpfg.com](mailto:lore.yeir@dpfg.com)

9/24/2018

Contact Lore Year or Mike at 407-619-7942

1 Aqua Creek Mod # F-802SCNA Scout ADA rated 375 lbs Pool lift	\$4,465.00
1-Part # F-808SA 10 inch anchor needed for Paver deck	\$295.00
1- Part # F-450SSC unit cover	\$295.00
Parts Total	\$5,055.00
Shipping	included

Labor to install, with an ADA approved 4 ft by 4 ft by 11 inch deep  
cement slab removing original paver deck and reinstalling

\$2,350.00

Unit to be installed at: Waterleaf Community 11907 Big Ben F  
Riverview, FL 33579

This quote does not include cost of Permits

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Total \$7,405.00

Terms are 50% with the Po and balance when install complete -50% is **\$3,702.50**

Make checks payable to Rep Richard LLC

Thank You,  
Richard F. Pentoney  
Sales and Distributor of Aqua Creek Products



## Rep Richard LLC

Sales and Distributor of Aqua Creek Products  
"The Total Solution For Pool and Spa Access"

Rep Richard LLC  
Florida Sales/ Distributor/ Service  
PO Box 3405  
Riverview, FL 33568

Phone: 813-695-5469  
Fax: 813-671-2571  
Email: [richp2005@verizon.net](mailto:richp2005@verizon.net)

D P F G Group  
15310 Amberly Dr. # 175  
Tampa, FL 33647  
813-374-9104 EXT 101  
[lore.yeir@dpfg.com](mailto:lore.yeir@dpfg.com)

9/24/2018

Contact Lore Year or Mike at 407-619-7942

1 Aqua Creek Mod # F-702RLNA Revolution ADA rated 500 lbs Pool lift	\$6,595.00
1-Part # F-710RLA anchor system	\$295.00
1- Part # F-720SSC unit cover	\$275.00
Parts Total	\$7,165.00
Shipping	included

Labor to install, with an ADA approved 4 ft by 4 ft by 11 inch deep  
cement slab removing original paver deck and reinstalling \$2,350.00

Unit to be installed at: Waterleaf Community 11907 Big Ben F  
Riverview, FL 33579

This quote does not include cost of Permits

---

Total \$9,515.00

Terms are 50% with Po and balance when install complete-50% is \$4,757.50

Make checks payable to Rep Richard LLC

Thank You,  
Richard F. Pentoney  
Sales and Distributor of Aqua Creek Products

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Richard Pentoney</b>	
	2 Business name/disregarded entity name, if different from above <b>RepRichard LLC</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>12113 Streambed Drive</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Riverview, FL 33579</b>	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																						
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																						
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>Richard Pentoney</i> Date ▶ <i>10-29-2015</i>

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**EXHIBIT 12.**

## **H2 Pool Services**

### **PROPOSAL #80619**

**August 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 (Amenity, Front Gate, Mail Kiosk Pavilion)**

**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. 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:

<b>March through November</b>	<b>December through February</b>	<b>ANNUAL COST</b>
<u>Pool Maintenance</u>	<u>Pool Maintenance</u>	<u>Pool Maintenance</u>
7 Day cleaning	7 Day Cleaning	
7 Day chemicals	7 Day Chemical	
Enzyme Treatment	Enzyme Treatment	
Diatomaceous Earth	Diatomaceous Earth	
<b>Monthly \$1650</b>	<b>Monthly \$1650</b>	<b>\$19,800</b>
<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>	<u>Amenity Cleaning</u>
7 Day cleaning	7 Day Cleaning	
<b>Monthly \$950</b>	<b>Monthly \$950</b>	<b>\$11,400</b>
<u>Power Washing</u> 2 x Per month	<u>Power Washing</u> 1 x Per month	<u>Power Washing</u> 21 x Per Year
<b>Monthly \$500</b>	<b>Monthly \$250</b>	<b>\$5250</b>
Water Feature Maint.	Water Feature Maint.	Water Feature
2 Days Cleaning	2 Days Cleaning	
2 Days Chemicals	2 Days Chemicals	
<b>Monthly \$250</b>	<b>Monthly \$250</b>	<b>\$3000</b>
Power Wash Mail Kiosk Pavilion	Power Wash Mail Kiosk Pavilion	Power Wash Mail Kiosk Pavilion
Quarterly	Quarterly	
<b>\$250</b>	<b>\$250</b>	<b>\$1000</b>
Power Wash Front Gate	Power Wash Front Gate	Power Wash Front Gate
Quarterly	Quarterly	
<b>\$250</b>	<b>\$250</b>	<b>\$1000</b>

### **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**

**EXHIBIT 13.**



## **FOUNTAIN & AERATOR MAINTENANCE CONTRACT**

PROPERTY NAME: Waterleaf CDD

CONTRACT TERM: Annual

SUBMITTED TO: Mr. Paul Cusmano

SUBMITTED BY: Mr. Chris Byrne

SPECIFICATIONS: Two 5hp Tri Tier Fountains

### Fountain Maintenance Service:

1. Contractor will service each of the fountains **Four (4) times per year** on a once per quarter basis as follows:  
Perform Amp test on the motor to verify appropriate amp load.  
Check incoming and outgoing Voltage.  
Test Motor GFCI Protection Breaker.  
Test Contactor (starter).  
Test motor overload protection to make sure it is set and functioning properly.  
Check fuses.  
Make sure all wires, breakers, and other electronic parts are securely attached  
Check timer and set as needed.  
Test Lighting GFCI breaker in the control panel to make sure it is operating properly.  
Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the contractor will further perform the following:  
Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.  
Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.  
Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.  
Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.  
Clean all lighting lens covers.  
Check each light and replace lamps that have burnt out.  
Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.

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4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the client.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the client for his / her approval prior to proceeding with the work.
2. with the work.

Service Reporting:

1. Client will be provided with a quarterly service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a **SePRO Preferred Applicator** and dedicated **Steward of Water**. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Water (CCIS).
5. Contractor is a National Stormwater Center Certified Stormwater Inspector.
6. All fountain and aerator work will be performed by factory certified electrical and mechanical service and repair technicians.
7. All electrical work performed as part of the above fountain and aerator maintenance service will be done in accordance with all state and local codes, by a person licensed to perform such work.
8. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
9. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
10. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper

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and other recyclable wastes generated through the performance of our contract work.

11. Contractor will maintain general liability and workman's compensation insurance.
12. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
13. The term of this agreement is for a period of twelve (12) months, with payment to be made in four(4) equal quarterly payments due by the last day of each quarter. As a courtesy, the client will be invoiced on the first day of each billing month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. . Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
14. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
15. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
16. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**CONTRACT PRICE:**                 **\$1210.00         Annual**  
    **\$302.75         Four (4) Quarterly**

APPROVED:

\_\_\_\_\_

SŌLitude Lake Management®

\_\_\_\_\_

**Waterleaf CDD**

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*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name and Title)*

\_\_\_\_\_  
*(Date)*

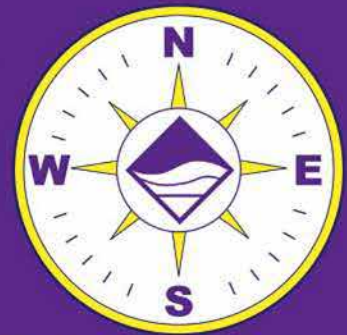


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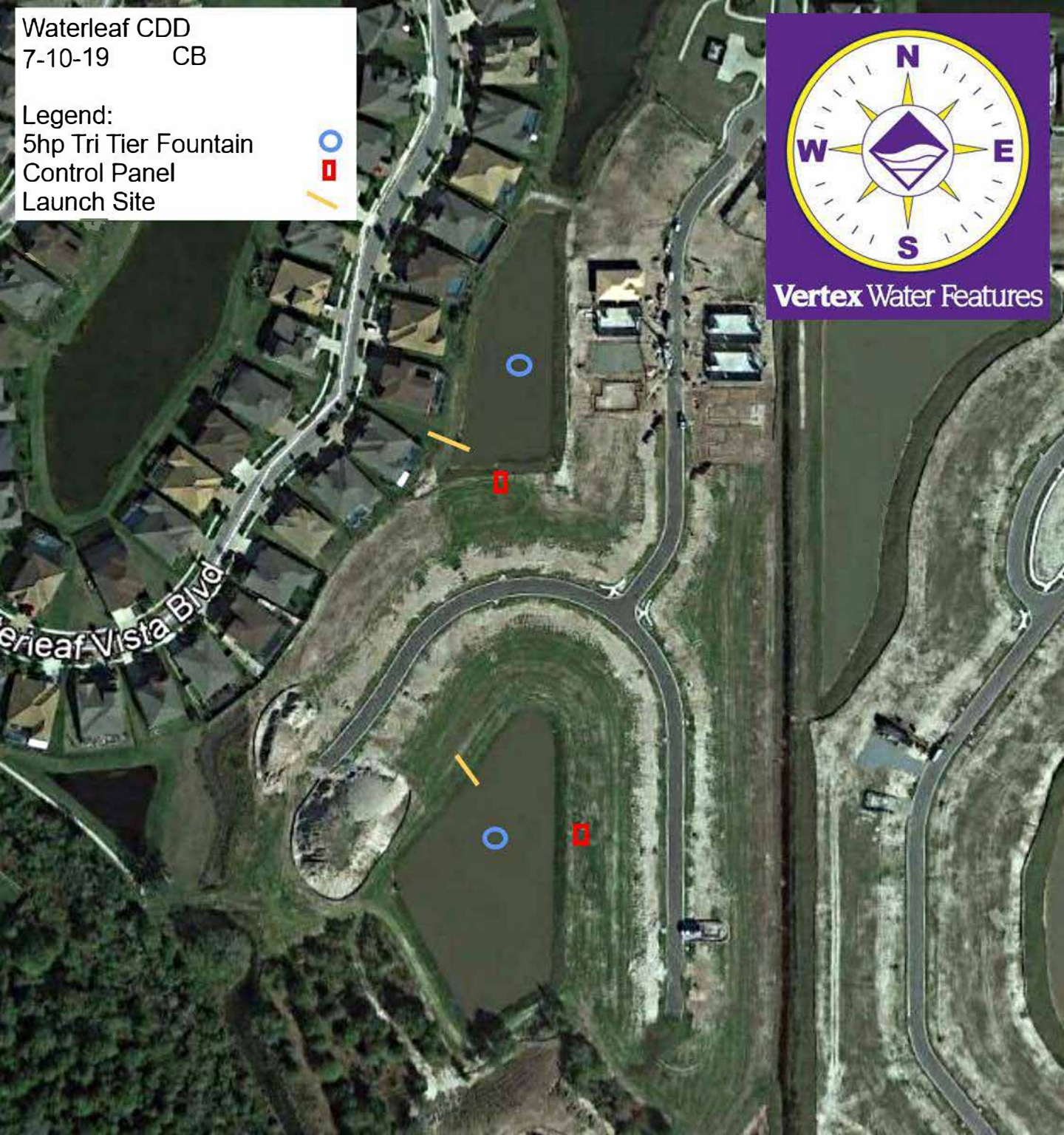


Waterleaf CDD  
7-10-19      CB

Legend:  
5hp Tri Tier Fountain  
Control Panel  
Launch Site



**Vertex** Water Features



**EXHIBIT 14.**

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

THIS AGREEMENT is made effective the 6th day of June 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) District's and Association's Review and Approval of Proposal.

When the District receives a proposal(s) for construction of the recreation facilities and associated systems, District shall provide a copy of the proposal and all associated contracts, agreements, work orders, change orders and proposed changes of scope of work to the District Board of Supervisors and to the Association Board of Directors for their respective review and approval at the next respective scheduled Board meeting. The Association Board, in lieu of holding a meeting, may consent without a meeting but only if all Association Board members unanimously consent. If the District Board of Supervisors and/or the Association Board of Directors objects to the proposal in any respect, the District and/or Association shall, within five (5) business days, notify the other party of its objections. In such event, Association and District agree to cooperate in good faith toward resolving any objections prior to District's and Association's acceptance of the proposal.

c) Invoicing.

The District will invoice the Association no more than twice a month for the amount of the contract billings that the District will receive 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.

d) Payment.

The Association shall remit payment the District within twenty (20) calendar days of receipt of the invoice and 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 in accordance with the payment provisions of the contract. 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.

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. Both District and Association will work together to resolve any outstanding disputes prior to final payment.

e) Commencement.

The District shall not proceed with any work or process payments, including deposits, to contractors without obtaining the approvals as outlined in Section 2.b) above.



3. Inspection of Records Payment Disputes. Within five (5) business days from receipt of a request from the Association, District shall produce its books and records with respect to the construction costs to Association for review.

4. 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) calendar 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) calendar 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.

5. 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) calendar 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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**

By:   
Mike Lawson  
Chair

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

By:   
John M. Ryan  
President