WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Board of Supervisors Meeting

Tuesday February 11, 2020

6:15 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 <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors Mike Lawson Chairman

Doug Draper Vice Chairman
Lori Price Assistant Secretary
Bob Neal Assistant Secretary

District Manager Paul Cusmano DPFG

District Attorney John Vericker Straley Robin Vericker

District Engineer Tonja Stewart Stantec Consulting Services, Inc.

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

The District Agenda is comprised of six different sections:

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

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

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

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

District: WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday, February 11th, 2020

Time: 6:15 PM

Location: Panther Trace I Clubhouse

12515 Bramfield Dr. Riverview, Florida 33579

> Dial-in Number: 563-999-2099 Guest Access Code: 686859#

Agenda

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1.	INUII	Call

Mike Lawson - Chairman
Lori Price - Assist. Secretary

Doug Draper - Vice Chair
Bob Neal - Assist. Secretary

II. Consent Agenda

A. Consideration and Approval of the August 22, 2019 and Exhibit 1 December 10, 2019 Regular Meeting Minutes

B. Acceptance of the October - December 2019 Financial Exhibit 2
Statements

III. Business Matters

A. Review and Approval of **Resolution 2020-03, 2020 Election** Exhibit 3

B. Consideration and Approval of Pond Proposals Exhibit 4

C. Consideration and Approval of Reserve Study Proposals Exhibit 5

D. Consideration and Review of Submitted Resumes for Open Board
Seat
Cover

1. Oath of Office

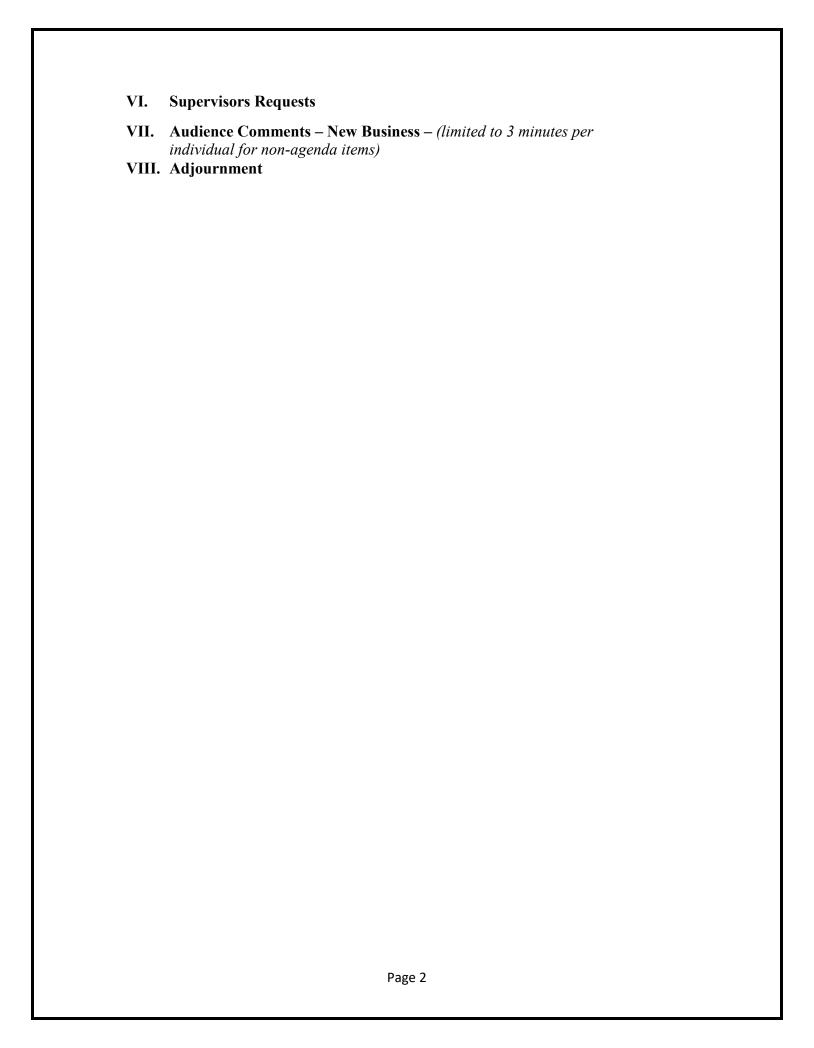
IV. Administrative Matters

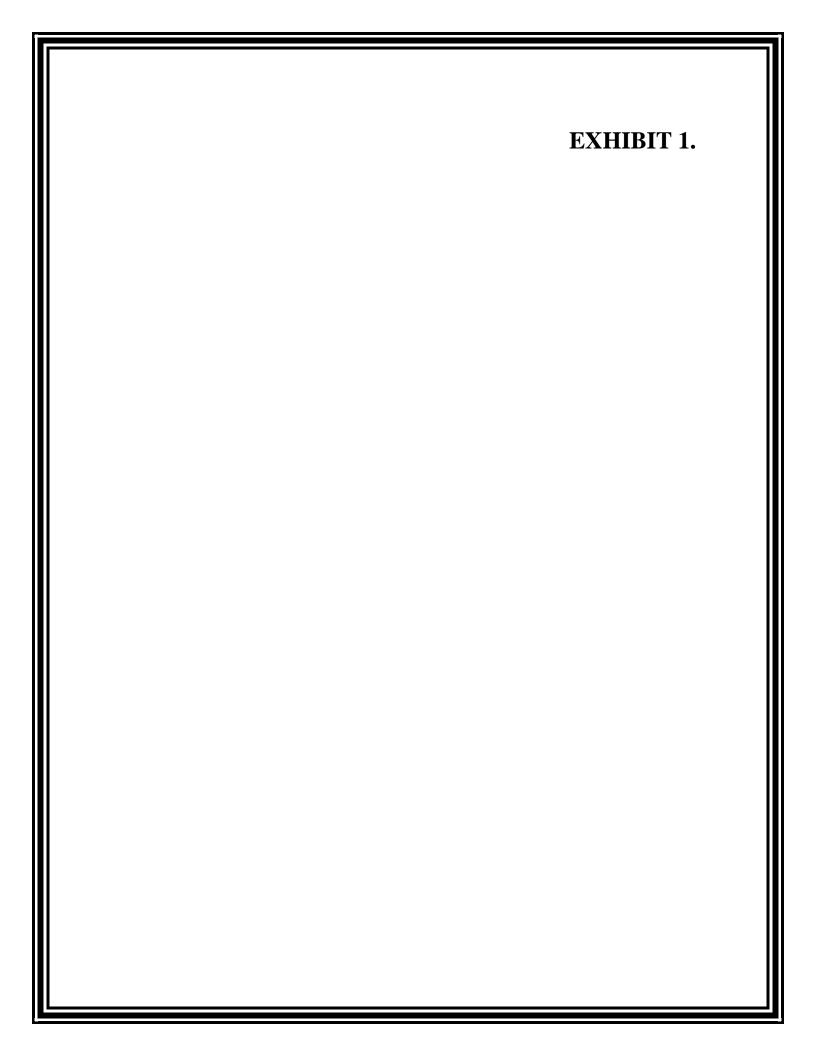
A. Ratify Acceptance for RFP – Audit Services Exhibit 6

B. Ratify POs and contracts Exhibit 7

V. Staff Reports

- A. District Manager
 - 1- Review of Action List and Maintenance Report
- B. District Attorney
- C. District Engineer





1	MIN	NUTES OF MEETING
2		WATERLEAF
3	COMMUNIT	Y DEVELOPMENT DISTRICT
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5 6 7		d of Supervisors of the Waterleaf Community Development 22, 2019 at 6:00 p.m. at Panther Trace Clubhouse, 12515.
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9	FIRST ORDER OF BUSINESS – Roll Ca	all
10	Mr. Cusmano called the meeting to	order and conducted roll call.
11	Present and constituting a quorum were:	
12 13 14 15	Mike Lawson Doug Draper Lori Price Bob Neal	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
16	Also present were:	
17 18	Paul Cusmano Ken Joines	District Manager, DPFG Management & Consulting, LLC. District Manager, DPFG Management & Consulting, LLC.
19 20 21	The following is a summary of the discussi Board of Supervisors Regular Meeting.	ons and actions taken at the August 22, 2019 Waterleaf CDD
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23	SECOND ORDER OF BUSINESS - Con	sent Agenda
24	A. Approval of Minutes from May 30, 2	2019 Meeting
25	B. Acceptance of the May, June & July	2019 Financial Statements
26	C. Acceptance of the FY 2018 Audited	Financial Report
27	Mr. Lawson noted that the audit wa	s a clean audit, good to have.
28 29		NDED by Mr. Draper, WITH ALL IN FAVOR, the Board & C for the Waterleaf Community Development District.
30 31	A presentation was made by Solituc problem ponds within the community. Disc	de on pond maintenance and they made proposals to address cussion ensued.
32	THIRD ORDER OF BUSINESS – Busine	ess Matters
33	A. Budget Workshop PowerPoint Pres	entation
34	B. Fiscal Year 2019-2020 Budget Pub	lic Hearing
35	1. Open Public Hearing	
36 37	On a MOTION by Mr. Lawson, SECOND the public hearing for the Waterleaf Communication	ED by Mr. Neal, WITH ALL IN FAVOR, the Board opened unity Development District.

Waterleaf CDD August 22, 2019 Page 2 of 4 Regular Meeting

- 38 2. Budget Review
- 39 3. Audience Comments
- 40 4. Close Public Hearing

41 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board closed 42 the public hearing for the Waterleaf Community Development District.

- 5. Consideration and Adoption of Resolution 2019-07 FY 2019-2020 Budget
- ➤ Budget Funding Agreement \$25,000 Cost Approval

Discussion was had about needing a reserve to cover the expenses from the beginning of the fiscal year in October until the taxes are collected in November and December. Bob Neal proposed increasing the budget by \$25,000 to give sufficient coverage for this time period and some anticipated additional testing on and remediation on the ponds.

- 49 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board 50 authorized an increase in the 2019-2020 budget as operating reserves for the Waterleaf Community 51 Development District.

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- 52 On a MOTION by Mr. Neal, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board adopted
- 53 Resolution 2019-07 FY 2019-2020 Budget as amended with the Budget Funding Agreement for the
- 54 Waterleaf Community Development District.
- 55 C. Fiscal Year 2019-2020 Assessment Public Hearing
- 56 1. Open Public Hearing
- 57 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board opened the public hearing for the Waterleaf Community Development District. 58
- 59 2. Audience Comments
- 60 3. Close Public Hearing
- 61 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board closed the public hearing for the Waterleaf Community Development District. 62
 - 4. Consideration and Adoption of Resolution 2019-08 Providing for the Collection & Enforcement of Special Assessments for Fiscal Year 2019-2020
- 65 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted the Resolution 2019-08 Providing for the Collection & Enforcement of Special Assessments for Fiscal 66 Year 2019-2020 for the Waterleaf Community Development District. 67
 - D. Consideration and Adoption of Resolution 2019-09 FY 2020 Meeting Dates, Time & Location
- 69 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted 70 the Resolution 2019-09 FY 2020 Meeting Dates, Time & Location for the Waterleaf Community 71 Development District.

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Waterleaf CDD August 22, 2019
Regular Meeting Page 3 of 4

D. Consideration and Approval of Aquatic Systems notice of Contract Renewal
Discussion was had about the contract covering all ponds. Board agreed that the contract renewal should include all 22 ponds.

- On a MOTION by Mr. Neal, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board approved the Aquatic Systems Contract Renewal for all 22 ponds for the Waterleaf Community Development District.
- F. Consideration and Approval of Rep Richard LLC Proposal Aqua Lift Station This item has been tabled.
 - G. Consideration and Approval of H2 Pool Services Proposal
- On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the H2 Pool Service Proposal for the Waterleaf Community Development District.
- H. Consideration and Approval of Solitude Lake Management Fountain and Aerator Maintenance
 This item has been tabled.

FOURTH ORDER OF BUSINESS – Staff Reports

- A. District Manager
 - Ratification of the Waterleaf CDD and the Waterleaf HOA Agreement
- On a MOTION by Mr. Neal, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board ratified the Waterleaf CDD and the Waterleaf HOA Agreement for the Waterleaf Community Development District.
- 92 B. District Counsel
- There being none, next item followed.
- 94 C. District Engineer
- There being none, next item followed.
- 96 FIFTH ORDER OF BUSINESS Supervisors Requests
 - There being none, the next item followed.
- 98 TENTH ORDER OF BUSINESS Adjournment
- Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting.

 There being none, Mr. Lawson made a motion to adjourn the meeting.
- On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned the meeting for the Waterleaf Community Development District.

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

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Title:

Chairman

□ Assistant Secretary

August 22, 2019

☐ Vice Chairman

Waterleaf CDD

Title: □ Secretary

1	MINUTES OF MEETING
2	WATERLEAF
3	COMMUNITY DEVELOPMENT DISTRICT
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5 6 7 8	The Regular Meeting of the Board of Supervisors of the Waterleaf Community Development District was held on Tuesday, December 10, 2019 at 6:00 p.m. at Panther Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, Florida 33579.
9	FIRST ORDER OF BUSINESS – Roll Call
10	Mr. Cusmano called the meeting to order and conducted roll call.
11	Present and constituting a quorum were:
12 13 14 15	Mike Lawson Doug Draper Board Supervisor, Chairman Board Supervisor, Vice Chairman Lori Price Board Supervisor, Assistant Secretary Bob Neal Board Supervisor, Secretary
16	Also present were:
17 18	Paul Cusmano District Manager, DPFG Management & Consulting LLC Regan McCreight Metro
19 20	The following is a summary of the discussions and actions taken at the December 10, 2019 Waterleaf CDD Board of Supervisors Regular Meeting.
21	SECOND ORDER OF BUSINESS – Consent Agenda
22	A. Exhibit 1: Consideration of the August 22, 2019 Regular Meeting Minutes
23	This item was tabled until the next Regular CDD Meeting, pending revision.
24 25	B. Exhibit 2: Acceptance of the Unaudited August, September, & October 2019 Financial Statements
26 27 28	It was noted that the net balance of the October 2019 financial statement was misleading and did not accurately reflect the balance usable by the CDD. The receivables and current cash values did not align. Discussion ensued. The October Financial Statement item was tabled, pending revision.
29 30 31	On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board accepted the Unaudited August and September Financial Statements, for the Waterleaf Community Development District.
32	THIRD ORDER OF BUSINESS – Business Matters
33	A. Exhibit 3: Review and Approval of Resolution 2020-01, Budget Amendment
34 35	On a MOTION by Mr. Lawson, SECONDED by Mr. Neal, WITH ALL IN FAVOR, the Board adopted Resolution 2020-01 , Budget Amendment for the Waterleaf Community Development District.

B. Exhibit 4: Ratify authorization to advertise for RFP – Audit Services

Waterleaf CDD December 10, 2019
Regular Meeting Page 2 of 3

Mr. Cusmano noted that packets for audit services were already inbound without RFP advertisement, and suggested that the motion be altered to instead review packets as they are received. Discussion ensued.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved a Board Review of Audit Services Packets for the Waterleaf Community Development District.

42 FOURTH ORDER OF BUSINESS – Administrative Matters

- A. Exhibit 5: Review and Approve Designation of Authorized Officers Resolution 2020-02
- 44 On a MOTION by Mr. Lawson, SECONDED by Mr. Neal, WITH ALL IN FAVOR, the Board adopted
- Resolution 2020-02, Designation of Authorized Officers, for the Waterleaf Community Development
- 46 District.

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- B. Exhibit 6: Acceptance of Arbitrage Report of September 12, 2019
- Mr. Neal raised a question regarding the overall purpose of the arbitrage report. Discussion ensued.
- 50 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
- 51 accepted the Arbitrage Report of September 12, 2019 for the Waterleaf Community Development
- 52 District.

FIFTH ORDER OF BUSINESS – Staff Reports

- A. District Manager
 - 1. Review of Action List and Maintenance Report
 - Mr. Cusmano noted that, along with Mr. Neal, he had reviewed the projects needing action, in particular overall maintenance procedures for the bridge and wall pressure cleaning. Mr. Cusmano stated that different courses of action, such as full replacement, may be more beneficial than temporary repair, if the remaining budget and relevant line items would be able to account for it. Discussion ensued.
 - Mr. Cusmano stated that a maintenance report from SOLitude had been received, which included recommendations on installing aluminum aerators. Mr. Cusmano also stated that he was considering bringing in other vendors for pond work. Discussion ensued regarding aerators, fountain options, and plants, and their effects on pond water quality.
- B. District Counsel
 - There being none, the next item followed.
- 67 C. District Engineer
 - There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisor Requests

- A. Review of Submitted Resumes for Board Seat (Under separate cover)
- With no candidates accepting a Board seat, Mr. Cusmano stated that Mr. Neal was in the process of searching for further board members in the community.
- On a MOTION by Mr. Neal, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board approved an Outgoing RFI for a Reserve Study for the Waterleaf Community Development District.

Waterleaf CDD December 10, 2019 Page 3 of 3 Regular Meeting

SEVENTH ORDER OF BUSINESS – Audience Comments - New Business

A resident asked about the status of the back gate. The board stated that all components had been installed, but there was no power running to the gate itself. Ms. Price stated that the gate would be up and running a few weeks after the meeting, as electrical inspections had occurred the week prior to the meeting.

Another resident brought up a comment about the speed of the gates on either side of the entrance, specifically that the entry gate was particularly slow to close.

A resident raised a question about trash accumulating in the community, in particular the wooded areas. Mr. Cusmano made a suggestion that, as a quarterly service, the CDD could fund the landscaping company to clean the area.

A resident asked a question about the security cameras, following vandalism incidents on a bench and an electronic keypad. Mr. Cusmano stated that a tag was taken and that a police report was to be sent out, but that security camera footage and private information would not be directly released to residents.

EIGHTH ORDER OF BUSINESS – Adjournment

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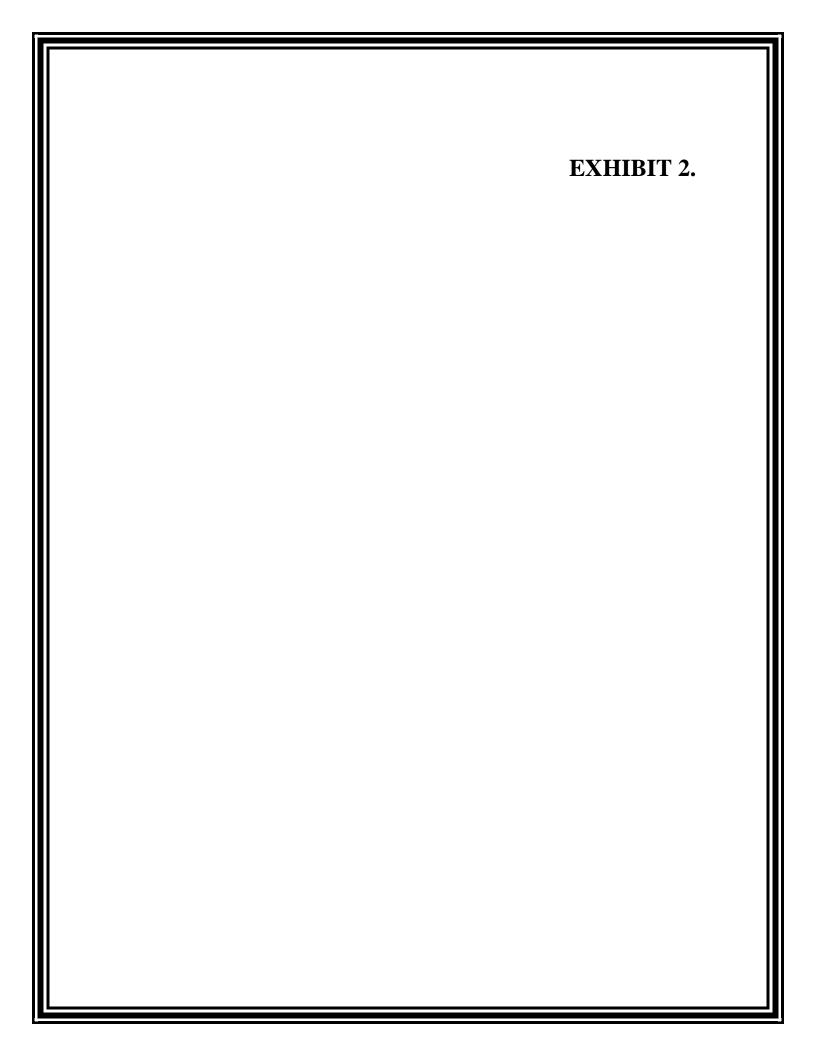
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Mr. Cusmano asked for final questions, comments, or corrections before requesting a motion for adjournment of the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

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

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

97 98		Ŭ, 11	e approved at a meeting by	vote of the Board of Super	rvisors at a publicly noticed
99					
	Signat	ure		Signature	
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	Printe	d Name		Printed Name	
101					
102	Title:	□ Secretary	□ Assistant Secretary	Title: □ Chairman	□ Vice Chairman



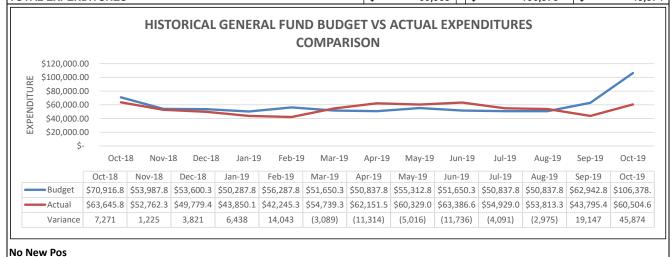
Financial Report Summary - Genera	al Fund & Const	truction	n Fund	
10/31/201	19			
For The Period Ending :	GENERAL FUND 10/31/2019		STRUCTION 2016 0/31/2019	NSTRUCTION 2017 10/31/2019
CASH BALANCE CASH BALANCE-RESTRICTED	\$ 21,950	\$	1,973	\$ 1,726,367

CASH BALANCE	\$ 21,950		\$ 1,973		9	5	1,726,367
CASH BALANCE-RESTRICTED	-		-				-
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	59,637		-	, ,			-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	716,284		-	, ,			-
PLUS: ACCOUNTS RECEIVABLE - OTHER	1,684.38		-	, ,			-
LESS: ACCOUNTS PAYABLE	(14,822)		-				(34,765)
LESS: DUE TO DEBT SERVICE	(5,151)		-				-
NET CASH BALANCE	\$ 784,733		\$ 1,973	ı	,	5	1,691,602
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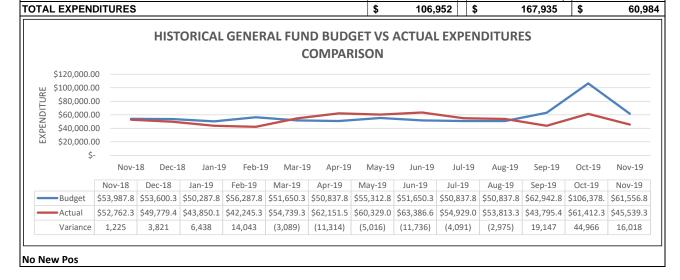
Waterleaf CDD

GENERAL FUND REVENUE AND EXPENDITURES (FY 2020 YTD):	 0/31/2019 ACTUAL R-TO-DATE	I	0/31/2019 BUDGET AR-TO-DATE	(UNF	ORABLE AVORABLE) ARIANCE
REVENUE (YTD) COLLECTED	\$ -	\$	-	\$	-
EXPENDITURES (YTD)	 (60,505)		(106,378)		45,874
NET OPERATING CHANGE	\$ (60,505)	\$	(106,378)	\$	45,874
AVERAGE MONTHLY EXPENDITURES	\$ 60,505	\$	106,378	\$	45,874
PROJECTED EOY BASED ON AVERAGE	\$ 726,055	\$	775,921	\$	49,866

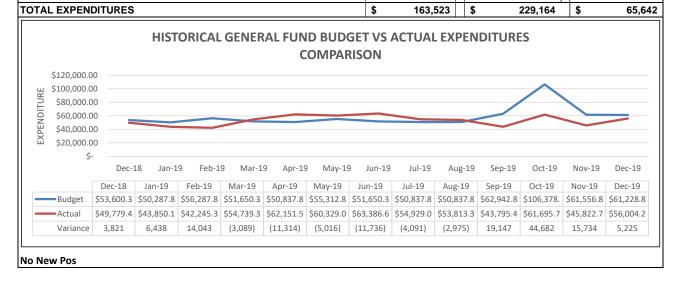
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	10/31/2019	10/31/2019	FAVORABLE
	ACTUAL	BUDGET	(UNFAVORABLE)
	YEAR-TO-DATE	YEAR-TO-DATE	VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	-	-	-
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	25,430	58,256	32,826
FIELD SERVICE EXPENDITURES - LANDSCAPE	19,789	23,333	3,544
FIELD SERVICE EXPENDITURES - STREETLIGHTS	3,180	8,640	5,460
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	1,239	1,547	308
FIELD SERVICE EXPENDITURES - SECURITY	-	83	83
FIELD SERVICE EXPENDITURES - OTHER	3,713	6,793	3,080
AMENITY CENTER EXPENDITURES	7,154	7,725	571
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 60,505	\$ 106,378	\$ 45,874

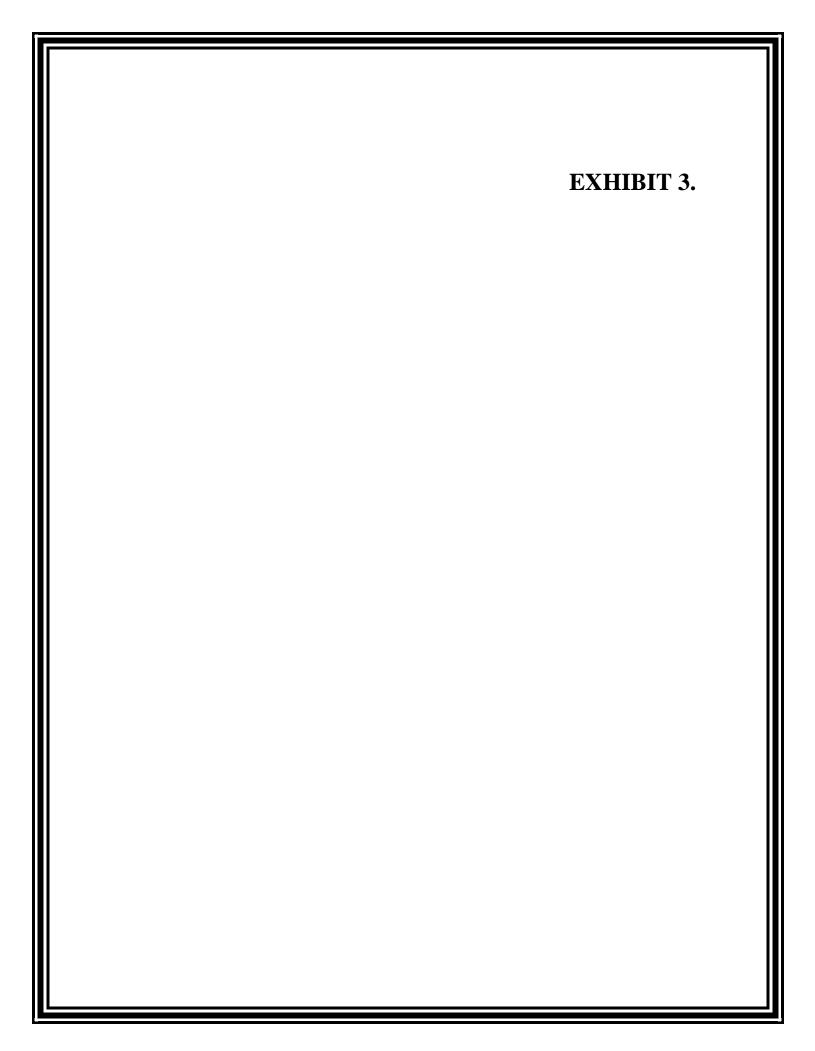


Financial Report Summary - General Fund & Construction Fund	Waterleaf (
CONSTRUCTION 2016 CONSTRUCTION 2017 CONSTRUCTION 2017 11/30/2019 11/30/20	Financial Report Summary - Genera	l Fı	ınd & Const	ruci	tion Fund		
CASH BALANCE	11/30/201	9					
CASH BALANCE CASH BALANCE-RESTRICTED CASH BALANCE-RESTRICTED LESS: ACCOUNTS PAYABLE LESS: ACCOUNTS PAYABLE LESS: ACCOUNTS PAYABLE LESS: DUE TO DEBT SERVICE (10,870) LESS: DUE TO DEBT SERVICE (546,609) C		GE	_	C	2016	С	2017
CASH BALANCE-RESTRICTED	For The Period Ending :		11/30/2019		11/30/2019		11/30/2019
LESS: ACCOUNTS PAYABLE (10,870) - (74,391) LESS: DUE TO DEBT SERVICE (546,609) - - - NET CASH BALANCE \$ 550,603 \$ 1,977 \$ 1,652,036 PLUS: ACCOUNTS RECEIVABLE - OF ROLL 59,637 - - - PLUS: ACCOUNTS RECEIVABLE - ON ROLL 77,396 - - - PLUS: ACCOUNTS RECEIVABLE - OTHER -<	CASH BALANCE	\$	1,108,082	\$	1,977	\$	1,726,427
LESS: DUE TO DEBT SERVICE NET CASH BALANCE (546,609) - <t< td=""><td>CASH BALANCE-RESTRICTED</td><td></td><td>-</td><td></td><td>-</td><td></td><td>-</td></t<>	CASH BALANCE-RESTRICTED		-		-		-
NET CASH BALANCE \$ 550,603 \$ 1,977 \$ 1,652,036 PLUS: ACCOUNTS RECEIVABLE - OF ROLL 77,396	LESS: ACCOUNTS PAYABLE		(10,870)		-		(74,391)
PLUS: ACCOUNTS RECEIVABLE - OF ROLL	LESS: DUE TO DEBT SERVICE		(546,609)		-		-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL 77,396	NET CASH BALANCE	\$	550,603	\$	1,977	\$	1,652,036
PLUS: ACCOUNTS RECEIVABLE - OTHER	PLUS: ACCOUNTS RECEIVABLE - OFF ROLL		59,637		-		-
NET CURRENT ASSETS \$ 687,636 \$ 1,977 \$ 1,652,036	PLUS: ACCOUNTS RECEIVABLE - ON ROLL		77,396		-		-
Table Tabl	PLUS: ACCOUNTS RECEIVABLE - OTHER		-		-		-
ACTUAL YEAR-TO-DATE YEAR-TO-DATE	NET CURRENT ASSETS	\$	687,636	\$	1,977	\$	1,652,036
ACTUAL YEAR-TO-DATE YEAR-TO-DATE							
YEAR-TO-DATE YEAR-TO-DATE YEAR-TO-DATE REVENUE (YTD) COLLECTED \$ 47,827 \$ 71,628 \$ (23,801)	GENERAL FUND REVENUE AND EXPENDITURES (FY 2020 YTD):		11/30/2019		11/30/2019		FAVORABLE
REVENUE (YTD) COLLECTED \$ 47,827 \$ 71,628 \$ (23,801) EXPENDITURES (YTD) (106,952) (167,935) 60,984 NET OPERATING CHANGE \$ (59,124) \$ (96,307) \$ 37,183 AVERAGE MONTHLY EXPENDITURES \$ 106,952 \$ 167,935 \$ 60,984 PROJECTED EOY BASED ON AVERAGE \$ 1,283,420 \$ 775,921 \$ (507,499) GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: 11/30/2019 11/30/2019 TAVORABLE (UNFAVORABLE) VEAR-TO-DATE BUDGET (UNFAVORABLE) VEAR-TO-DATE VEAR-TO-DATE VEAR-TO-DATE REVENUE:			ACTUAL		BUDGET	(U	INFAVORABLE)
C		YE	AR-TO-DATE	Υ	EAR-TO-DATE		VARIANCE
NET OPERATING CHANGE \$ (59,124) \$ (96,307) \$ 37,183 AVERAGE MONTHLY EXPENDITURES \$ 106,952 \$ 167,935 \$ 60,984 PROJECTED EOY BASED ON AVERAGE \$ 1,283,420 \$ 775,921 \$ (507,499) GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: 11/30/2019 BUDGET YEAR-TO-DATE VARIANCE REVENUE:	REVENUE (YTD) COLLECTED	\$	47,827	\$	71,628	\$	(23,801)
AVERAGE MONTHLY EXPENDITURES \$ 106,952 \$ 167,935 \$ 60,984 PROJECTED EOY BASED ON AVERAGE \$ 1,283,420 \$ 775,921 \$ (507,499) GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: 11/30/2019 BUDGET YEAR-TO-DATE YEAR-TO-DATE VARIANCE REVENUE: ASSESSMENTS-ON-ROLL (NET) \$ 47,827 \$ 71,628 \$ (23,801) ASSESSMENTS-OFF-ROLL (NET)	EXPENDITURES (YTD)		(106,952)		(167,935)		60,984
PROJECTED EOY BASED ON AVERAGE \$ 1,283,420 \$ 775,921 \$ (507,499)	NET OPERATING CHANGE	\$	(59,124)	\$	(96,307)	\$	37,183
PROJECTED EOY BASED ON AVERAGE \$ 1,283,420 \$ 775,921 \$ (507,499)							
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: 11/30/2019 11/30/2019 FAVORABLE (UNFAVORABLE) REVENUE: ASSESSMENTS-ON-ROLL (NET) \$ 47,827 \$ 71,628 \$ (23,801) ASSESSMENTS-OFF-ROLL (NET) - - - - MISCELLANEOUS REVENUE - - - - EXPENDITURES: 36,276 68,191 31,916 FIELD SERVICE EXPENDITURES - LANDSCAPE 39,428 46,667 7,238 FIELD SERVICE EXPENDITURES - STREETLIGHTS 9,974 17,280 7,306 FIELD SERVICE EXPENDITURES - POND MAINTENENACE 2,478 3,095 617 FIELD SERVICE EXPENDITURES - SECURITY - 1,833 1,833 FIELD SERVICE EXPENDITURES - OTHER 5,458 15,419 9,961		*	•		,		,
ACTUAL YEAR-TO-DATE		\$	1,283,420	\$	775,921	\$, ,
REVENUE: YEAR-TO-DATE YEAR-TO-DATE VARIANCE ASSESSMENTS-ON-ROLL (NET) \$ 47,827 \$ 71,628 \$ (23,801) ASSESSMENTS-OFF-ROLL (NET) - - - - MISCELLANEOUS REVENUE - - - - EXPENDITURES: - - - - - ADMINISTRATIVE EXPENDITURES 36,276 68,191 31,916 - <td< th=""><th>GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:</th><th></th><th></th><th></th><th></th><th></th><th></th></td<>	GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:						
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UNBUDGETED EXPENDITURES - - -			-		-		



Waterleaf	CD.	D				
Financial Report Summary - Genera			wiiof	ion Fund		
12/31/201		ina & Const	ıucı	ion runa		
12/31/201	ש		CC	ONSTRUCTION	C	ONSTRUCTION
	GE	NERAL FUND		2016		2017
For The Period Ending :		12/31/2019		12/31/2019		12/31/2019
CASH BALANCE	\$	1,108,032	\$	1,977	\$	1,726,427
CASH BALANCE-RESTRICTED		-		-		-
LESS: ACCOUNTS PAYABLE		(27,377)		-		(83,557)
LESS: DUE TO DEBT SERVICE		(546,609)		-		- '
NET CASH BALANCE	\$	534,047	\$	1,977	\$	1,642,870
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL		59,637		-		-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL		77,396		-		-
PLUS: ACCOUNTS RECEIVABLE - OTHER	L	-		-	_	-
NET CURRENT ASSETS	\$	671,080	\$	1,977	\$	1,642,870
			_			
GENERAL FUND REVENUE AND EXPENDITURES (FY 2020 YTD):		12/31/2019		12/31/2019		FAVORABLE
		ACTUAL		BUDGET	(U	NFAVORABLE)
		AR-TO-DATE	_	EAR-TO-DATE	_	VARIANCE
REVENUE (YTD) COLLECTED	\$	638,929	\$	459,589	\$	179,340
EXPENDITURES (YTD)		(163,523)		(229,164)	_	65,642
NET OPERATING CHANGE	\$	475,407	\$	230,425	\$	244,983
AVERAGE MONTHLY EXPENDITURES	\$	54,508	\$	76,388	\$	21,881
PROJECTED EOY BASED ON AVERAGE	\$	654.091	\$	775,921	\$,
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:		12/31/2019	T	12/31/2019		FAVORABLE
		ACTUAL		BUDGET		NFAVORABLE)
	YE	AR-TO-DATE	Y	EAR-TO-DATE		VARIANCE
REVENUE:				-		
ASSESSMENTS-ON-ROLL (NET)	\$	638,888	\$	429,770	\$	209,117
ASSESSMENTS-OFF-ROLL (NET)		-		29,819		(29,819)
MISCELLANEOUS REVENUE		40		-		40
EXPENDITURES:						
ADMINISTRATIVE EXPENDITURES		53,032		76,638		23,606
FIELD SERVICE EXPENDITURES - LANDSCAPE		61,165		70,000		8,835
FIELD SERVICE EXPENDITURES - STREETLIGHTS		16,761		25,920		9,159
FIELD SERVICE EXPENDITURES - POND MAINTENENACE		2,478		4,642		2,164
FIELD SERVICE EXPENDITURES - SECURITY		-		2,750		2,750
FIELD SERVICE EXPENDITURES - OTHER		12,708		26,039		13,331
AMENITY CENTER EXPENDITURES		17,379		23,175		5,796
UNBUDGETED EXPENDITURES		-		-		-





RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT CALLING FOR A GENERAL ELECTION TO BE HELD BY THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN NOVEMBER, 2020.

WHEREAS, the Waterleaf Community Development District ("**District**") is a local unit of special-purpose government established by Hillsborough County, Florida (the "**County**");

WHEREAS, pursuant to Section 190.006(1), Florida Statutes the District Board of Supervisors consists of five members; and

WHEREAS, Section 190.006(3), Florida Statutes provides for the election of members to specific terms and seat numbers for the District Board of Supervisors and currently calls for the election of <u>two (2)</u> members of the Board of Supervisors of the District for seat numbers and length of terms thereof:

Seat No. 1, Currently held by Doug Draper
Seat No. 4, Currently held by Mike Lawson

Length of term: Four-years
Length of term: Four-years

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

- **Section 1.** General Election. There is hereby called an election in the County to be held concurrent with the General Election on the first Tuesday of November, which is November 3, 2020, for the purpose of having all of the qualified electors residing within the boundaries of the District to determine **two (2) qualified electors** to serve on the Board of Supervisors of the District.
- Section 2. Qualifying Period. The period of qualifying as a candidate for a supervisor to the district shall be from noon June 8, 2020 through noon June 12, 2020, pursuant to Section 99.061, Florida Statutes. This Resolution shall serve as the District's notice of the qualifying period, pursuant to Section 190.006(3), Florida Statutes. Interested candidates should contact the Supervisor of Election for the County for further information.

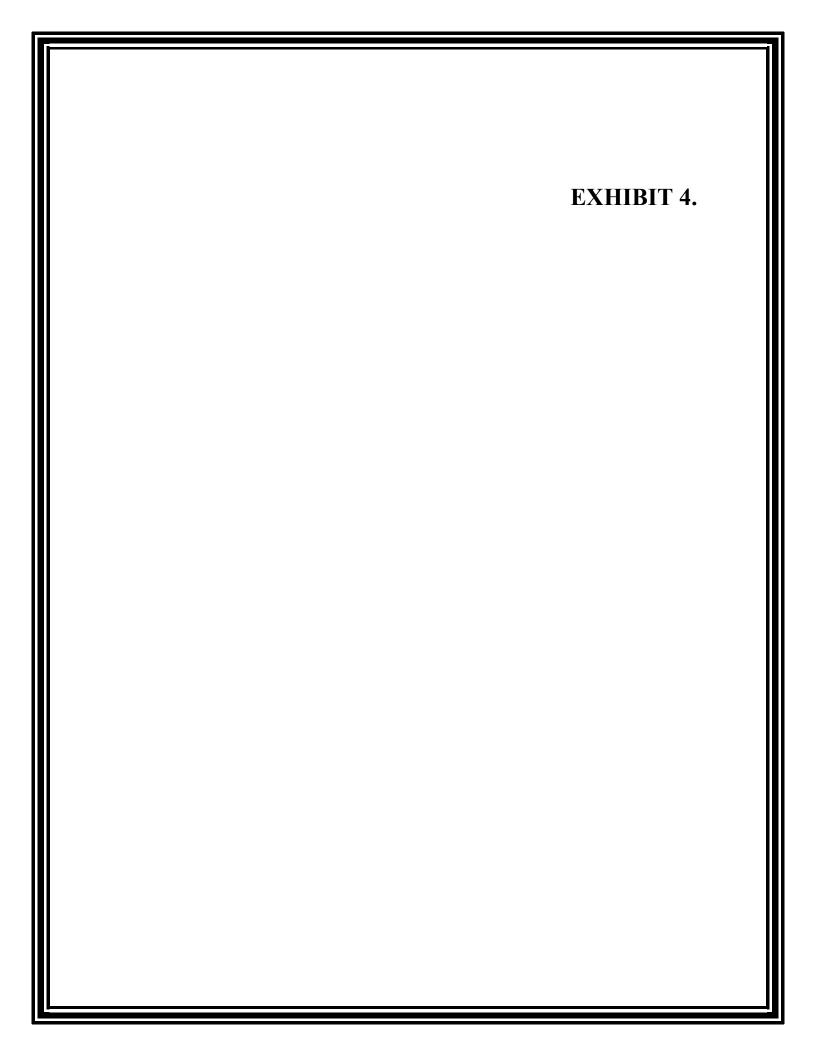
Section 3. Conduction and Procedure of Election.

- **a.** The election shall be conducted according to the requirements of general law and law governing special district elections.
- **b.** The election shall be held at the precinct polling places designated by the Supervisor of Elections in the County.
- **c.** The polls shall be opened and closed as provided by law, including, but not limited to Section 100.011, Florida Statutes.
- **d.** The ballot shall contain the names of the candidates to be voted upon, pursuant to Section 101.151, Florida Statutes.
- **e.** The Department of State shall make out a notice stating what offices are to be filled at the general election, pursuant to Section 100.021 Florida Statutes.

- **Section 4.** <u>Election Costs</u>. The District shall be responsible for paying the District's proportionate share of the regular election costs, if any, pursuant to Section 100.011, Florida Statutes.
- **Section 5.** <u>Effective Date and Transmittal</u>. This Resolution shall become effective upon its passage and the District's Secretary is authorized to transmit a copy of this Resolution to the Supervisor of Elections of the County.

This Resolution is duly passed and adopted this 11th day of February, 2020.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT
Signature
Printed Name
Title: □ Chairperson □ Vice Chairperson







Waterleaf CDD Waterway Inspection Report

Reason for Inspection: Normal growth observed

Inspection Date: 01/16/2020

Prepared for:

Mr. Paul Cusmano, District Manager DPFG 15310 Amberly Drive, Suite #175 Tampa, Florida 33647

Prepared by:

Peter Simoes, Account Representative/Biologist

Sun City Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

TABLE OF CONTENTS

PONDS11-13	3
Ponds14-16	4
PONDS17-19	5
Ponds 20	6

11

Comments:

Normal growth observed

A minor band of filamentous algae was noted along the perimeter, which will be treated during our upcoming scheduled visits.

Action Required:

Routine maintenance next visit

Target:

Surface algae



January, 2020



January, 2020

12

Comments:

Site looks good

No issues observed. Desirable gulf spike rush was noted to be in good health.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



January, 2020



January, 2020

13

Comments:

Normal growth observed

Sporadic patches of algae noted. Planting native vegetation is advised to occupy the shallow perimeter littoral where algae is currently developing.

Action Required:

Routine maintenance next visit

Target:

Surface algae



January, 2020



January, 2020

14

Comments:

Site looks good

No issues observed during today's inspection. Low water levels noted.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



January, 2020



January, 2020

15

Comments:

Site looks good

Minor erosion behind inflow structure (right). Remediation is advised.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



January, 2020



January, 2020

16

Comments:

Treatment in progress

Overall, looks good. Evidence of treatment noted along perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



January, 2020



January, 2020

Site: 17

Comments:

Normal growth observed

Sporadic patches of algae noted. Native vegetation will be encouraged to develop along the perimeter to deter future algal blooms.

Action Required:

Routine maintenance next visit

Target:

Surface algae





January, 2020

Site: 18

Comments:

Site looks good

Overall, looks good. New growth of desirable gulf spike rush noted along shoreline.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds







January, 2020

Site: 19

Comments:

Normal growth observed

Algae and debris to be addressed during upcoming scheduled visits. Algae expected to clear within 10-14 days following application.

Action Required:

Routine maintenance next visit

Target:

Surface algae





January, 2020 January, 2020

Site: 20

Comments:

Normal growth observed

Normal growth of submersed filamentous algae present. Algae is expected to clear within 10-14 days following algaecide application.

Action Required:

Routine maintenance next visit

Target:

Sub-surface algae





January, 2020 January, 2020

Management Summary

The waterway inspection for Waterleaf CDD was completed on January 16th, 2020 for Ponds #11-20.

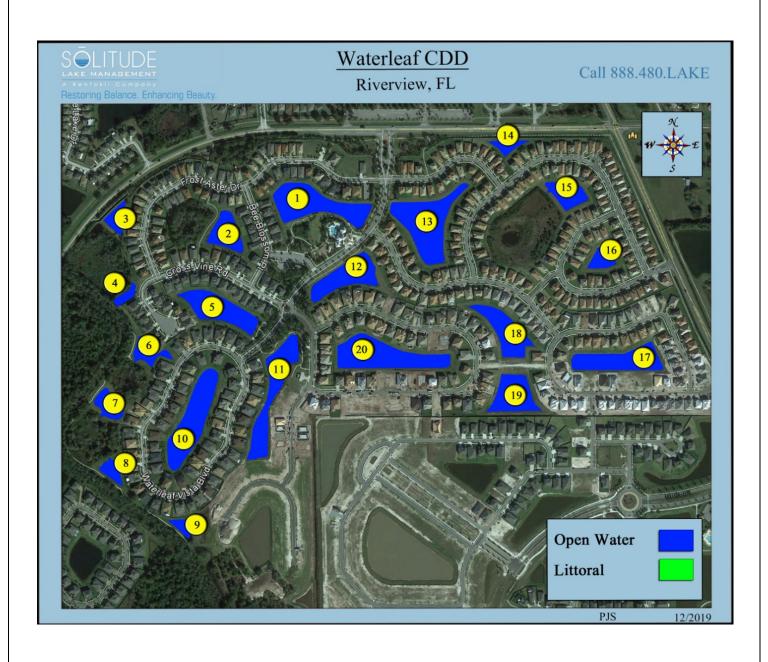
- Pond #11: A minor band of filamentous algae was noted along the perimeter, which will be treated during our upcoming scheduled visits.
- Pond #12: No issues observed. Desirable gulf spike rush was noted to be in good health.
- Pond #13: Sporadic patches of algae noted. Planting native vegetation is advised to occupy the shallow perimeter littoral where algae is currently developing.
- Pond #14: No issues observed during today's inspection. Low water levels noted.
- Pond #15: Minor erosion behind inflow structure (right). Remediation is advised.
- Pond #16: Overall, looks good. Evidence of treatment noted along perimeter.
- Pond #17: Sporadic patches of algae noted. Native vegetation will be encouraged to develop along the perimeter to deter future algal blooms.
- Pond #18: Overall, looks good. New growth of desirable gulf spike rush noted along shoreline.
- Pond #19: Algae and debris to be addressed during upcoming scheduled visits. Algae expected to clear within 10-14 days following application.
- Pond #20: Normal growth of submersed filamentous algae present. Algae is expected to clear within 10-14 days following algaecide application.

Thank you for choosing SOLitude!

Waterleaf CDD Waterway Inspection Report

01/16/2020

Site	Comments	Target	Action Required
11	Normal growth observed	Surface algae	Routine maintenance next visit
12	Site looks good	Submersed vegetation	Routine maintenance next visit
13	Normal growth observed	Surface algae	Routine maintenance next visit
14	Site looks good	Shoreline weeds	Routine maintenance next visit
15	Site looks good	Shoreline weeds	Routine maintenance next visit
16	Treatment in progress	Surface algae	Routine maintenance next visit
17	Normal growth observed	Surface algae	Routine maintenance next visit
18	Site looks good	Shoreline weeds	Routine maintenance next visit
19	Normal growth observed	Surface algae	Routine maintenance next visit
20	Normal growth observed	Sub-surface algae	Routine maintenance next visit







Crosscreek Environmental Inc.

111 Palmview Rd Palmetto, FL 34221

Date	Estimate #
1/7/2020	6668

Name / Address

Waterleaf CDD C/O DPFG 15310 Amberly Drive, Ste 175 Tampa, FL 33647 Attn: Lore Yeira

Description	Qty	Rate	Total
Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the twenty two (22) ponds onsite at Waterleaf CDD. Treatments to occur once a month during the months of October through March and twice a month during the months of April through September for a total of eighteen (18) visits per year.			
Maintenance services to include the following: * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Lifetime warranty on all erosion repair work * Installation of 2,000 free aquatic plants per year			
Total maintenance cost = \$1,480.00 per month			
If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc. Plant Sales Tax		6.50%	0.00
Please sign and return if accepted			

ENVIRONMENTAL RESTORATION AND PRESERVATION SERVICES

This **CONTRACT** is made between the Florida Corporation **MERYMAN ENVIRONMENTAL**, **INC.** (Called **M.E.I.**) and the owner(s) and their managing agent(s) of **WATERLEAF CDD** c/o Lore Yeira of DPFG (called **CLIENT**), property located south of Big Bend Rd. and west of Balm Riverview Rd., Riverview, FL. This **CONTRACT** covers **TWENTY-THREE** (23) Stormwater Ponds totaling **25.85± ACRES** per the attached aerial Exhibit A. This Environmental Consulting **CONTRACT** is entered into for the purpose of providing environmental services to improve the above-mentioned real property.

SCHEDULE A:

COMPENSATION FOR SERVICES – STORMWATER POND/SHORELINE MAINTENANCE:

a.	Basic Algae Control Program	\$ Included
b.	Submerged/Emergent Vegetation Control Program	\$ Included
C.	Shoreline Grasses and Nuisance Weed Control Program	\$ Included
d.	Cattail Control Program	\$ Not needed
e.	Routine residential trash pick-up around shorelines	\$ Included
	Inspection of Stormwater Management System for Safe and Proper	\$ Included
f.	Operation by a F.D.E.P. Certified Stormwater Management Inspector	
g.	Monthly Lake Management Reports	\$ Included
h.	Six Million Dollar Insurance Coverage Including Professional Liability	\$ Included
	TOTAL MONTHLY LUMP SUM COST OF SERVICES	\$1,442.00/Monthly

COLLECTION TERMS are as follows: After endorsement of this **CONTRACT** an **Installment Program** can be entered into with **12 equal monthly payments of \$1,442.00 for Stormwater Pond Maintenance due by the 15th of each month commencing with the month of FEBRUARY 2020.** This **CONTRACT** may be canceled by either party upon written receipt to the other party. A 30-day termination period will commence on the day of acknowledgment of the cancellation. This time frame will ensure that the property is turned over to you in an ecologically balanced state. This **CONTRACT** will automatically continue after the required one-year period.



SCHEDULE B:

ENVIRONMENTAL MANAGEMENT OF YOUR LAKE AND POND:	
1.	Property Inspections will be made during the year with a minimum of 12 treatments when we deem
	necessary to maintain an environmentally safe concentration of beneficial vegetation.
2.	CLIENT understands that some vegetation must remain after our chemical applications in order to
	maintain a Balanced Ecosystem for your Birds, Amphibians, and Fish. State laws forbid total annihilation
	of all vegetation.
3.	M.E.I. assumes the liability to notify our CLIENT of various water time-use restrictions when it is required
	on the E.P.A. label or by governmental agencies.
4.	Shoreline or outfall erosion control and repairs, along with control structure repairs, will be billed
	separately after client approval.
5.	S.W.F.W.M.D. Stormwater Management System Inspections for Proper Operation and Maintenance
	Certifications (Form # LEG-R.044.00) will be billed separately depending on permit conditions.

ENVIRONMENTAL SERVICES INCLUDES:

Basic Algae Control Program - Periodic treatments to maintain and control nuisance floating and submerged (below water) algae (Blue or Green single celled plants).

Submerged/Emergent Vegetation Control Program - Control of Submerged (below water) and Emergent (above water) Aquatic Vegetation (Hydrilla, Bushy Pondweed, Duckweed and Hairgrass, etc.).

Shoreline Grasses and Nuisance Weed Control Program - Control of Emergent Shoreline (above or out of water) vegetation (Primrose Willow, nuisance shrubs, nuisance grasses, and other exotic or nuisance weeds).

Cattail Control Program – NOT INCLUDED consists of chemically treating the stocks and allowing the plants to decompose and fall over with time and weather. Several treatments might be necessary as cattails are thick vegetation and cannot always be treated in one spraying. If removal is requested an additional contract will address that cost. It is not included in the cost, if a cost is identified above.

BASIC ENVIRONMENTAL SERVICES will consist of the following: The desired **appearance** will not be apparent for **SEVERAL MONTHS**, depending upon property size, weather conditions, vegetation density and species. Decomposition is normally quicker in the warmer, summer months. This **CONTRACT** excludes treatment of all lawn grasses growing into the water. The day of each inspection will vary depending upon weather conditions. Feather, Grass Clippings, Bark, Leaves and Garbage are not our responsibility. **M.E.I.** conducts all programs in compliance with all governmental regulations, using E.P.A. approved chemicals with a wide margin of safety for all wildlife. **M.E.I.** is a certified **HRS** water chemistry laboratory, certificate **#E84747**. The **CLIENT** affirms that all the pertinent environmental permit and violation history of the above-mentioned property has been fully disclosed to **M.E.I.**

SPECIAL CONDITIONS OF THE CONTRACT: Please ensure lawn crews always mow to the water's edge dispensing clippings landward. Any alterations or additions to the property will be considered additional services and charged accordingly. Any additional treatments or services requested by the named person(s) in this contract will be billed separately. Please ensure residents and contractors are mindful and dispose of trash properly in the appropriate trash and or recycling bins. These bins should not be filled above the appropriate levels to prevent excessive trash from entering the ponds, any excessive trash cleanup will be billed separately.



GENERAL TERMS AND CONDITIONS

- Services to be Provided by M.E.I. Subject to the terms and conditions set forth in this Agreement, M.E.I. shall provide professional services in accordance with the Proposal.
- 2. Payment of Invoices. Client will be sent monthly invoices that are payable upon the terms stated above. Invoices will show charges based on our current M.E.I. contract or other agreed-upon fees schedule as described in the Proposal, if applicable, and will itemize out-of-pocket costs and fees separately, if applicable. Payment in full is due upon receipt of each invoice. Any amount not paid within fifteen (15) days after the invoice date will be subject to an additional charge of \$25.00 or 1½%, whichever is greater. In addition, if any invoice in not paid in full within 75 days from the date of the invoice, M.E.I. may terminate all services under this Agreement upon written notice to client and shall be entitled to a lien upon the real property that is the subject of this Agreement in accordance with Chapter 713, Florida Statutes. If collection action becomes necessary, Client shall pay all reasonable costs of collection, including attorney's and legal assistants' fees incurred before a lawsuit is filed and in trial, pretrial, appellate, bankruptcy, and judgment execution proceedings. All invoices and filing fees must be current prior to any agency submittal, release of documentation, and/or expert-witness testimony. M.E.I. reserves the right to suspend all services under this Agreement until the delinquent amounts due are received. The obligation of the CLIENT to compensate M.E.I. for services performed is not contingent or conditioned upon receipt of insurance or other third-party payments.
- 3. Reimbursable Expenses. In addition to paying for services rendered, Client shall pay M.E.I. for out-of-pocket expenses incurred at cost, plus 15%. Out-of-pocket expenses shall include, but not be limited to, out-of-town travel, toll telephone calls, printing, reproductions, express mailing, computer services, courier services, rental equipment, aerials, photographs, surveys, materials and supplies used in connection with M.E.I.'s performance of service.
- 4. Information from Others. M.E.I. shall, in good faith, consider all information supplied by Client or obtained from federal, state or local regulatory records, lists, databases or maps (collectively, "Third Party Information") as accurate and correct, shall have the right to rely on the Third Party Information as such, and Client agrees to indemnify, defend and hold M.E.I. harmless from any losses, costs or damages arising out of or resulting from such reliance, including but not limited to attorneys' and legal assistants' fees and court costs. Further, additional work or revisions to completed work performed by M.E.I. as a result of inaccurate or incorrect Third Party Information shall be paid for by Client, as Additional Services, the cost of which has not been included in the estimate set forth above. M.E.I. shall have no liability or responsibility whatsoever for errors or omissions in Third Party Information.
- 5. <u>Ownership of Documents</u>. All the original sketches, drawings, computations, details, design calculations, other documents and plans prepared by M.E.I. for the agencies or pursuant to this Agreement are and remain the property of M.E.I. as instruments of service, provided, however, that preliminary copies can be provided to Client.
- 6. <u>Cost Estimates.</u> Client does acknowledges that M.E.I.'s estimates of probable consulting, construction and/or cleanup costs are based on good faith business practices and that such estimates are not to be construed as a guaranty to design, construct or remediate any parcel within any cost limitations, nor are they to be relied upon as such. Cost of services will differ due to property size and location; historical data; prior usage and ownership; agency revisions; physical, botanical, geological and hydrological characteristics.
- 7. <u>Deposit.</u> Client agrees to deposit with M.E.I. the amount specified in the Proposal (the "Deposit"), which Deposit shall be applied against M.E.I.'s final invoices for services rendered and expenses incurred.
- 8. Additional Services. Client may, from time to time, request M.E.I. to perform services not initially covered by this Agreement. Such additional work or services and costs will be performed under the terms of this Agreement at M.E.I.'s then current rates and billed separately. Additional services may include, but are not limited to: changes in design, laboratory services, additional surveys or mapping whether deemed necessary by Client or by any Governmental Agency under whose jurisdiction this project falls. Verbal authorization from Client and/or a signed addendum is required before Additional Services will be provided.
- 9. <u>Terms of Fees Quoted</u>. If this Agreement is not executed by Client and received by M.E.I. together with the Deposit within fifteen (15) business days of the date of the Proposal, then all fees referenced herein or in the Proposal are subject to change.
- 10. <u>Liability</u>. Client agrees to indemnify and hold harmless M.E.I., its officers, shareholders, agents and employees from any and all liability, loss or damage, including but not limited to court costs and reasonable attorneys' and legal assistants' fees, that M.E.I. may suffer or incur as a result of any and all claims, demands, actions, costs, or judgments



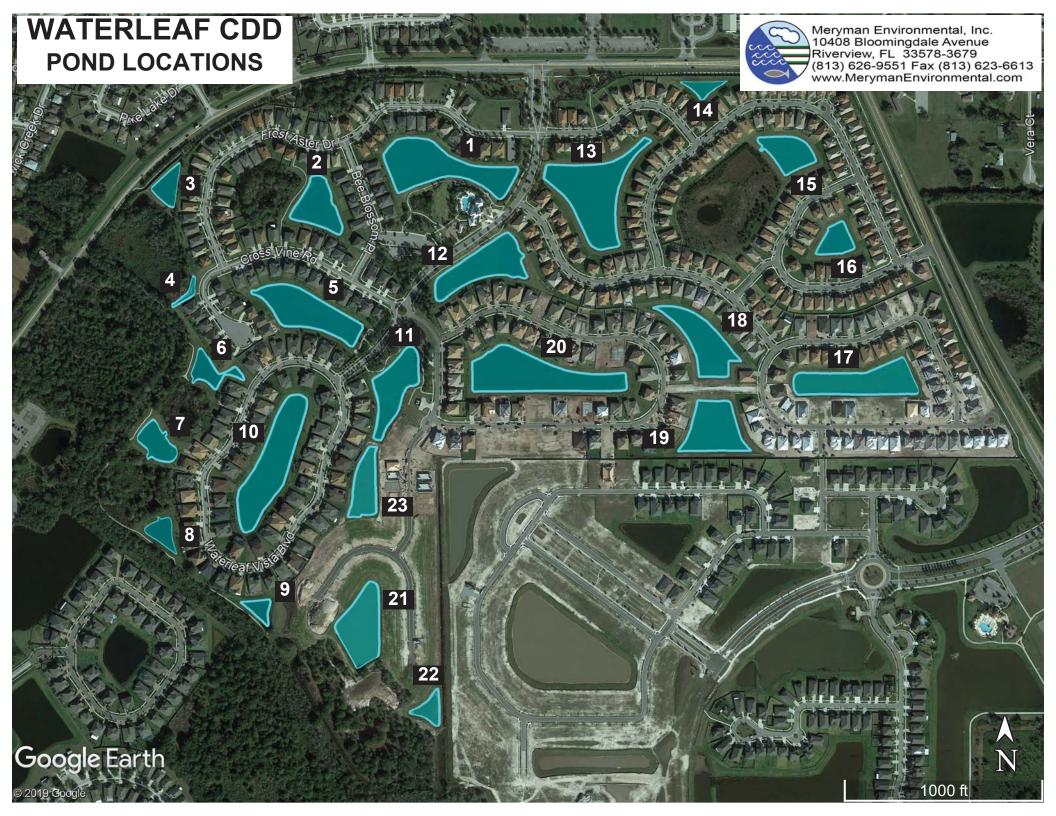
against M.E.I. arising out of or in connection with the subject matter of this Agreement except to the extent that such liability, loss or damage is caused by or arises out of the NEGLIGENCE of M.E.I. or its officers, shareholders, agents or employees. Notwithstanding anything in this Agreement to the contrary, M.E.I.'s liability to the Client or any other party with respect to or arising out of services performed or provided by M.E.I. will be limited to the amount of MEI's Professional Liability Insurance. All claims will be reviewed by our corporate attorney.

- 11. <u>Governmental Acts.</u> Client understands that M.E.I. has no control over the final decisions of any governmental agency for which the services undertaken pursuant to this Agreement may be intended and in no event shall M.E.I. be liable for the outcome of such decisions.
- 12. <u>Entire Agreement; Amendment.</u> This Agreement constitutes the entire agreement, and supersedes all prior agreements of understandings, oral and written, between M.E.I. and Client with respect to the subject matter hereof. In the event of any conflict between the Proposal or the Agreement-for-Professional Services executed by Client in connection therewith, if applicable, and the terms of this Agreement, the terms of this Agreement shall control. This Agreement may not be amended other than by a written instrument executed by M.E.I. and Client.
- 13. <u>Termination Prior to Completion.</u> In the event this Agreement or M.E.I.'s services hereunder are terminated for any reason prior to completion of the work described in the Proposal, Client shall pay M.E.I. for services rendered and expenses incurred through the date of termination.
- 14. <u>Attorneys' Fees.</u> In connection with any litigation or court proceeding arising out of this Agreement or the subject matter hereof, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' and legal assistants' fees and costs prior to trial, at trial, and on appeal, and in any bankruptcy or creditor's reorganization proceedings.
- 15. <u>Governing Law and Venue</u>. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. The parties hereby submit to the jurisdiction and venue of the appropriate Circuit Court located in Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida for the resolution of any dispute arising out of or connected with this Agreement or the services performed by M.E.I. pursuant to it. The preceding sentence shall not be construed to prohibit M.E.I. from enforcing any construction lien rights it may have with respect to property located outside of Hillsborough County, Florida. In such event, M.E.I. shall be entitled to bring an action to enforce a lien in the county in which the property is located.
- 16. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- 17. Authorization and Warranty. The signature below authorizes the work herein described on behalf of Client and the owner of the land or property (the "Owner") upon which M.E.I.'s work is to be performed and grants to M.E.I. a right of entry in or upon such property as is necessary to perform such work. If Client is not the Owner, Client represents and warrants to M.E.I. that it has the authority to sign this Agreement on behalf of the Owner and has informed the owner of said work being done. If Client is not an individual, the person signing this Agreement on behalf of Client represents and warrants to M.E.I. that he or she is duly authorized to sign this Agreement on behalf of Client. In addition, if Client is not the Owner, M.E.I. shall have the right, but not the obligation, to notify Owner of the existence of this Agreement.
- 18. <u>Binding Effect.</u> This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 19. <u>Copyright Notice</u>. The Information in this document is the intellectual property of Meryman Environmental, Inc. Reproduction of any portion of this document for any other purpose than this bid, including but not limited to, use by other consultants for any commercial purpose, is strictly prohibited.

MERYMAN ENVIRONMENTAL ENDORSEMENT	DATE
CLIENT AND/OR OWNER ENDORSEMENT	DATE
	D ()

Please sign and return the original

Retain a copy for your files



Remson Aquatics

11207 Remson Lane Riverview, FL 33579 US (813) 671-2851 kar@remsonaquatics.com www.remsonaquatics.com

Estimate

ADDRESS

Waterleaf CDD 15310 Amberly Drive Suite 175 Tampa Fl. 33647 **ESTIMATE** # 1261 **DATE** 01/07/2020

ACTIVITY AMOUNT

Aquatic Maintenance

1,195.00

Proposal for the maintenance of 22 water ways within the community of Waterleaf CDD.

The aquatic weed control program includes spraying of water management areas. These operations are for the control of water hyacinths, cattails, broadleaf weeds and grasses, torpedo grass, hydrilla and other noxious or invasive weeds, including bottom rooted aquatics weeds that are unsightly or may impede the flow of water in the lakes and flow ways. No less than 12 visits applications will be made during this contract period as needed.

Algae are an ongoing problem and will be treated accordingly to the customers satisfaction as well as the aquatics mentioned above.

Aquatics weeds mentioned above shall occupy no more than 5% of any lake, retention, or detention pond.

All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of that year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated upon identification in the water body, with on the surface or below it. The contractor will spray weeds, exotics and other nuisance vegetation from littoral

The contractor will spray weeds, exotics and other nuisance vegetation from littoral zones.

The contractor shall report, annually, on the conditions of the fixed structures within the storm water ponds, retention, and detention ponds. The fixed structures shall include control structures, culverts, and headwalls.

The area to be treated includes all water surfaces and shall extend from the waters edge to the top of the bank on each side where vegetation exists.

TOTAL

\$1,195.00





Driven By Excellence

What distinguishes Sitex from other companies is our singular commitment to the clients we serve. Their satisfaction and trust is of utmost importance to us and we work hard to achieve both ongoing.

The Sitex Difference

Sitex Aquatics is a full-service aquatic management company that specializes in the control and prevention of nuisance aquatic weeds, underwater vegetation, and various types of algae.

Our staff members are all licensed applicators and regularly update their knowledge though seminars and continuing education programs. We continue to stay current in the latest advancements in our area of expertise and pass the benefits of the knowledge to our many clients.

Servicing the whole state of Florida, we offer fast, efficient, reliable and affordable service that will meet your needs and assure your satisfaction. Our customer base has grown steadily over time because our clients have come to trust us and have experienced the benefits of our services.





Our Commitment to You

Our greatest commitment to our clientele is the short and long term beauty, enjoyment and health of their lake and waterways. We accomplish this through a three-fold approach that ensures an unbeatable partnership:

We are committed to answer

The health and presentation of your property is what keeps your business running smoothly day-to-day. That is why we are committed to being available to make sure that your needs are met promptly and professionally with a smile.

We are committed to share.

The success of your business is the success of ours. That is why we are committed to transparency and detailed reports tracking our ongoing progress. When you know and understand that immediate and forthcoming challenges, wins, and losses... we all win.

We are committed to invest.

Pristine lake environments are the result of carefully planned and executed project goals and requirements. That is why we are committed to investing the time required to be available for company and governing agency meetings and presentations.

Lake & Pond Management

Sitex's roster of capabilities benefit our clients in that every needed service is available in-house. Multiple vendors are no longer necessary as Sitex delivers all services efficiently and expertly.



Aquatic Weed Control

The climate in Florida is great for people, but many exotic plants have been able to take over and displace native aquatic plants in your lake. We help you take back control of your lake or pond.

- · Shoreline brush & grass spraying
- Floating & underwater vegetation treatments
- · Algae control applications
- · Physical removals



Fountains & Aeration

A striking water feature enhances the landscape of any property or a planned community. While they enhance, lake and pond fountains also serve other purposes like aeration and filtering.

- · New fountain sales & installation
- · Quarterly maintenance programs
- · Fountain repair



Mosquito & Midge

Lakes and ponds can become a nightmare during mosquito season. They provide food and safety for mosquito larvae and make them an ideal habitat for mosquitos to lay eggs and multiply.

- Larvicide applications
- · Adulticide applications
- · Ultra low volume (ULV) fogging



Water Clarification

Add oxygen to your waterway aeration to reduce the growth of algae and thereby accelerate the breakdown of organic matter.

Treatments Include:

- · Water Aeration
- Oxygen Injections
- · Product Treatments



Fish Stocking

Don't forget one of the most important line items on your budget for next year: fish stocking for your pond! Benefits of having a stocked pond include:

- Reduce Insect Larvae
- · A Balanced Fishery
- · Less unsightly Vegetation



Native Plantings

Maintaining dense beneficial vegetation around your lake or pond is extremely important for improving water quality and preventing erosion.

- · Proper Buffer Management
- Mosquito Control
- · Visually Beautifying

Aquatic Management Proposal

WATERLEAF CDD

% Mrs. Lore Yeira, DPFG

15310 Amberly Dr suite 175 Tampa, FL 33647 813.418.7473 lore.yeira@dpfg.com

January 25, 2020

We are truly honored by the opportunity to propose Sitex as your aquatics partner and look forward to working closely with your team to identify priorities, establish goals, and implement a roll-out plan.

We propose a customized aquatic management plan that focuses on the unique needs of your property while factoring service expectations, budget parameters, and the dynamics of waterways. After assessing the current conditions we propose the following for your review and consideration:

Aquatic Management Services

Sitex agrees to provide the following aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement.

Service	Monthly	Yearly
Twenty-two (22) Waterways located in the The waterleaf community in Riverview, FL. (service shall consist of 2-per month totaling 24 annually)	\$1,145.00	\$13,740.00
Shoreline Grass and Brush Control	Included	Included
Underwater, Floating and Algae Treatment	Included	Included
All Services Performed by State Licensed Applicator	Included	Included
Treatment Report Issued After Each Visit	Included	Included
Use of EPA Regulated Materials Only	Included	Included
Algae callback service as needed	Included	Included
Total	\$1,145.00	\$13,740.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge. Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph J. Craig

Joe Craig, President, Sitex Aquatics, Ilc. Date

Terms and Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two present (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested be the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

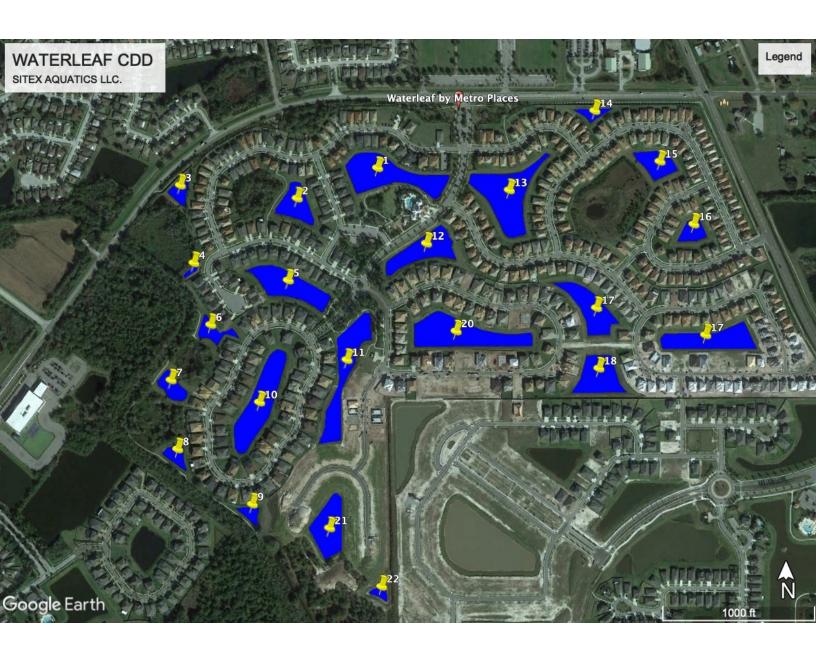
Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (MondayFriday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;(a) Workman's Compensation with statutory limits; (b) Automobile Liability;(c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.

This Agreement shall be governed by the laws of the state of Florida.





October 30, 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., a SOLitude Lake Management Company** waterway management program is **August 1, 2020.** 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, effective **August 1, 2020**.

Effective, August 1, 2021 through July 31, 2023 for year two and year three Aquatic Systems, Inc., a SOLitude Lake Management Company proposes an adjustment to your program investment with a nominal increase of 3%. This increase will allow to dedicate the resources necessary to continue to maintain the waterway system to your complete satisfaction.

If you have any questions, please do not hesitate to contact me at 1-8000-432-4302.

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 Regional Sales Manager

oshua F Mc Garry

JFM/gu

Enclosure

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd 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

Aquatic Services Renewal Agreement

Mr. Paul Cusmano, District Manager

Waterleaf CDD #00052390 Automatic Renewal

c/o DPFG

15310 Amberly Drive, Suite #175

Tampa, Florida 33647 Thee-Years: 08/01/20 – 07/31/23

(813) 418-7473

paul.cusmano@dpfg.com

Anniversary Date: 08/01/20 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 Included

In Open Water Areas Only

Shoreline Grass Management to the Water's Edge Included

Lake Dye As Required by ASI*

Debris Removal¹ Included

Triploid Grass Carp Stocking & Permitting

As Required by ASI*

(Sites to be determined)

Carp Barrier(s) Installation/Fabrication As Required by ASI*

(Sites to be determined)

Management Reporting Included
Monthly Special Customer Site Inspection Report Included

Total Program Investment \$1,239.00 Monthly (Year 1)

\$ 1,276.00 Monthly (Year 2) \$ 1,314.00 Monthly (Year 3)

Terms & Conditions of Aquatic Services Agreement

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.

Page 1 of 2

¹ 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

- 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. 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.
- 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



Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to learn why existing treatments are not always effective. Our goal is to find environmentally sound treatments that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Doug AgnewGeneral Manager &
Senior Consultant

B.S. in Environmental Studies, Richard Stockton College of New Jersey. 33 years' experience.



Josh McGarryDistrict Manager

A.A. Liberal Arts, University of Florida. 10 years' experience.



Matt KramerRegional Biologist
& Project Manager

B.S. in Biology and Marine Science, University of Tampa. Five years' experience.



Sam Sardes
Weed Science Director,
Certified Lake Professional

M.S. in Agronomy, University of Florida. Five years experience.



Peter Simoes

Acct Rep - Regional

Biologist

B.S. Environmental Studies, University of South Florida. Three years' experience.



Logan BellAcct Rep - Field Biologist

B.S. Candidate in Biology, University of South Florida. Five years' experience.



Jason Jasczak Service Manager

A.A.S. Fishery Science, Hillsborough Community College. Eight years' experience.

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- · Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- · Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
- Bottom diffused aeration systems to improve overall water quality
- Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

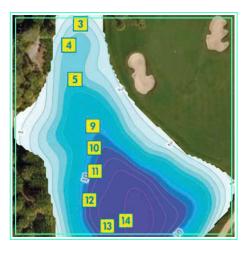
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



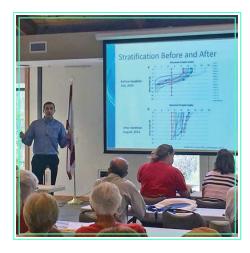
ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic



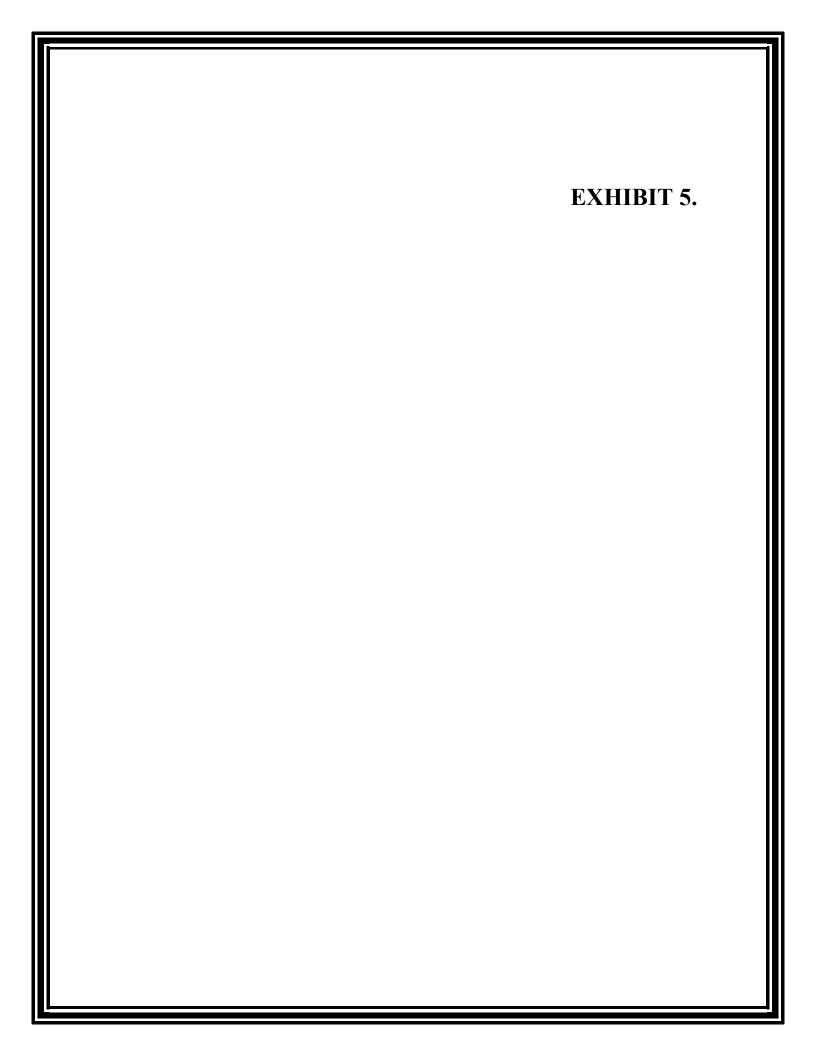
AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.





February 5, 2020

Waterleaf CDD c/o Development Planning and Financing Group 15310 Amberly Drive, Suite 175 Tampa, FL 33647

> RE: Reserve Study Update with Site Inspection Waterleaf CDD 13151 Waterleaf Vista Blvd Riverview, FL 33579

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection for Waterleaf CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Waterleaf CDD commenced operations in August 2006 and then filed a second establishment notice in June 2013. Waterleaf is comprised of single family homes and will have 594 homes at build-out. The community started construction in 2014 and the first home construction followed shortly thereafter. Central to the community is an amenity center which includes a pool area, clubhouse, tot lot, and other recreation. The CDD consists of 263.88 acres and is located in Riverview, Hillsborough County, Florida. After a review of plats, aerials, and county records, the following reserve items be included in the report:

- Clubhouse
- **Pool Area and Equipment**
- Sidewalks/Trails
- **Parking Area**
- **Fitness Stations**
- **Basketball Court**
- **Retention Ponds**
- **Stormwater Drainage**

- **Tot Lot**
- **Entry Monument**
- **Fencing**
- **Irrigation System**
- **CDD-Owned Streets**
- **Gate System**
- Any Other Items Specified by You

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.

WEB: www.reservestudyfl.com

PHONE: 813.932.1588 ADDRESS: 12407 N Florida Ave, Tampa, FL 33612 FAX: 813.388.4189



Scope of Service

Our scope of service for a reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.

2

PHONE: 813.932.1588 WEB: www.reservestudyfl.com
FAX: 813.388.4189 ADDRESS: 12407 N Florida Ave, Tampa, FL 33612



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- **Greenacre Properties**
- **Standard Pacific Homes**
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations

- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- **Taylor Morrison Homes**
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group

3

- **Qualified Property Management**
- Avid Property Management
- Southshore Property Management
- Terra Management Services

WEB: www.reservestudyfl.com

PHONE: 813.932.1588 ADDRESS: 12407 N Florida Ave, Tampa, FL 33612 FAX: 813.388.4189



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, reclaimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.

4

PHONE: 813.932.1588 WEB: www.reservestudyfl.com
FAX: 813.388.4189 ADDRESS: 12407 N Florida Ave, Tampa, FL 33612



Services

Accepted by Printed Name:

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update with Site Inspection (Level-2) \$2,700 We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within six weeks of our firm receiving this engagement letter signed and faxed or emailed to our office. Thank you again for the opportunity to present our proposal to you. Sincerely, Steven M. Swarts aul Halli Paul Gallizzi Steven Swartz, RS Florida General Contractor #CGC-019465 Reserve Specialist Designation No. 214 State-Certified General Appraiser RZ110 State-Certified General Appraiser RZ3479 Accepted by Signature: Date

PHONE: 813.932.1588 WEB: www.reservestudyfl.com

FAX: 813.388.4189 ADDRESS: 12407 N Florida Ave, Tampa, FL 33612

201 E. Kennedy Boulevard, Suite 1150 Tampa, FL 33602

January 30, 2020

Mr. Paul Cusmano, District Manager/Owner Rep c/o Development Planning & Financing Group, Inc Waterleaf Community Development District 15310 Amberly Drive, Suite 175 Tampa, FL 33647



Dear Mr. Cusmano:

Thank you for the opportunity to present Waterleaf Community Development District with a reserve study proposal. At Reserve Advisors, we are dedicated to providing peace of mind to boards, property owners by delivering a custom-comprehensive reserve study.

Our easy-to-use reserve study system provides a more effective way to manage your property. You will receive...

- A concise **Executive Summary** and **5-Year Outlook Table** to communicate near-term expenditures and funding recommendations to homeowners.
- **Property-specific recommendations** that prioritize the most effective use of reserve funds for vou.
- **Spreadsheets with formulas** to easily evaluate what-if replacement schedules and reserve contributions.
- Free Support Our team of multi-disciplined engineers are dedicated to making your experience of using the reserve study exceptional with ongoing assistance.
- Independent and Objective Recommendations Having only your best interest in mind, we don't profit from follow-on replacement projects.

The following pages provide insight and the distinct reasons why communities rely on Reserve Advisors for their reserve study needs.

Please sign and return the Confirmation of Services page to get started.

Sincerely,

Matt Kuisle PE, PRA, RS

Southeast Regional Executive Director

Matt@reserveadvisors.com

See our report overview

P.S. Our knowledge of your property and ability to observe the rate of deterioration, as well as preventative maintenance steps implemented since your last reserve study ensures the most accurate replacement schedule and funding needs.

(800) 980-9881 **www.reserveadvisors.com** Fax: (813) 254-5474



Reserve Study Benefits

For Boards

- Fulfills fiduciary responsibility with expert advice
- Supports board decisions on replacement projects
- Saves hours in budget meetings for replacements
- Excel spreadsheets with formulas provide ability to create what-if scenarios for budgeting purposes

For Property Owners

- · Ensures fair reserve contributions
- More consistent household budgeting
- Reduces long-term owner cost of maintaining the common property



Distinct Reasons Communities Choose Reserve Advisors

- **Easy to use Reports** that provide valuable insight to current and future owners. An executive summary promoting management's ability to communicate near-term expenditures, funding recommendations and other high level information to various stakeholders.
- Dedication and Commitment to You with an exceptional experience during and after the study. We listen to you and create a custom reserve study with your objectives in mind. Our staff of multi-disciplined engineers is dedicated to ensuring your satisfaction. We're always available with free support after the study is complete.
- Comprehensive Reports solve problems before they escalate. We include:
 - Thorough condition assessments that prioritize your near-term projects
 - Best practices and technical illustrations to better understand project scope and compare contractor bids
- Knowledge of Local Replacement Costs is the basis for adequate, not excessive, reserve budgets.
- Multi-disciplined Engineers With more than 30 engineers, we match our expertise with your community rather than a "one size fits all" engineer.
- ✓ Unbiased Recommendations Your best interest is our only goal. We don't provide design or project management services, nor do we profit from your capital projects.
- ✓ Unmatched Local Experience We know the local costs and conditions that affect your community. Visit our map of our experience near your community on the following page.

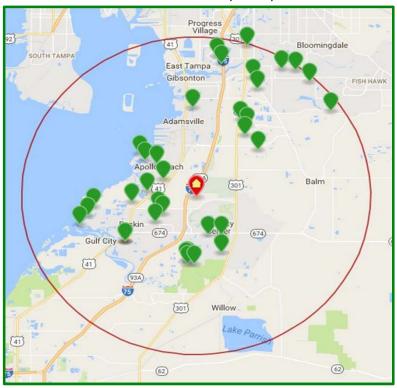
Download our report overview



Long-term thinking. Everyday commitment.

Red represents your property, Green represents our past clients.

References available upon request.



Name	City
Anchor Cove Condominium Association, Inc.	Apollo Beach
Braemar Homeowners Association, Inc.	Apollo Beach
Brisa Del Mar Condominium Association, Inc.	Apollo Beach
Southshore Falls Homeowners Association, Inc.	Apollo Beach
Sunset Bay Community Association, Inc.	Apollo Beach
Yardarm Condominium Association, Inc.	Apollo Beach
Boyette Creek Homeowners Association, Inc.	Brandon
Riverwoods Association, Inc.	Brandon
South Bay Lakes Homeowners Association, Inc.	Gibsonton
Creekside Homeowners Association, Inc. of Hillsborough County	Riverview
Kingswood Co-op, Inc.	Riverview
Lake Fantasia Homeowners Association, Inc.	Riverview
Moss Creek Homeowners Association	Riverview
Panther Trace Community Development District	Riverview
Panther Trace Townhomes Association, Inc.	Riverview
River Watch Homeowners Association, Inc.	Riverview
Sanctuary at Oak Creek Homeowners Association, Inc.	Riverview
South Fork East Community Development District	Riverview
St. Charles Place Homeowners Association	Riverview
Starling Oaks Homeowners' Association, Inc.	Riverview
Townhomes of Summerfield Homeowners Association, Inc.	Riverview
Bayridge Homeowners' Association, Inc.	Ruskin



Long-term thinking. Everyday commitment.

Using Your Reserve Advisors Study Has Never Been Easier

We listened and responded to our clients with three tools to quickly access and use your custom-comprehensive reserve study.

- ▼ The Report Comprehensive and Customized to Your Community
 - · One-Click to read online
 - Executive Summary communicates key findings and recommendations at a glance
 - Flip through your report copy which includes panoramic 11" x 17" spreadsheets
 - · Helps board planning with a prioritized capital project schedule
- ▼ The Numbers Always Quick and Easy
 - One-Click to open your Expenditures & Funding Plan spreadsheets
 - Print your spreadsheets on any printer in panoramic multi-page format
- **Easy Planning** Your reserve study includes:
 - 1. Excel™ spreadsheets with formulas for what-if scenarios
 - 2. ForeSite™ a cloud-based software solution
 - a. Store your photos and project documents
 - b. Record comments and costs of your actual capital projects
 - c. Optionally, subscribe to <u>ForeSite™ Plus</u> for multiple users to collaborate online, creating unlimited replacement and funding scenarios
 - d. Full support with Webinars and Tutorials

ForeSite™ brings everything together as individual board members can collaborate, comment, make changes and plan for the future in one place from anywhere.







Meet Our Founders



Founded by John Poehlmann and Theodore Salgado in 1991, Reserve Advisors has provided tens of thousands of comprehensive reserve studies for communities across America and abroad.

Collectively, John and Ted have lived in and served community associations for decades. They've served on CAI's (Community Associations Institute) national Board of Trustees and as a past President of APRA (the Association of Professional Reserve Analysts), respectively. Both were instrumental in establishing CAI's National Standards for Reserve Study providers.

Our Commitment to You



Matt Kuisle PE, PRA, RS Southeast Regional Executive Director

We deliver. In all we do, we go the extra mile for you. Our core values are integrity, customer service, professionalism, accountability and technical quality. Our employees are hard-working individuals who value their client relationships and put great effort and dedication into providing the highest level of satisfaction to our clients.

As we have since 1991, Reserve Advisors will continue to use our values, people and services to provide reserve studies that help secure the financial health of communities and peace of mind to their homeowners.



Waterleaf Community Development District comprises 594 units in Riverview. The specific property to be included in your custom-comprehensive reserve study includes:

Site Components

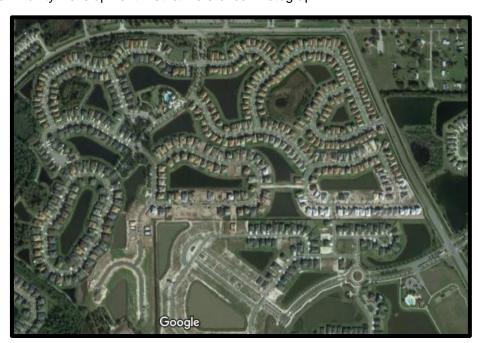
- Pool including Fence, Deck, Mechanicals & Furniture
- Playground
- Streets & Curbs
- · Parking Areas
- Catch Basins
- Sidewalks
- Ponds (21)
- Irrigation System
- Landscaping
- Perimeter Walls
- Fences
- Gates
- Monuments
- Signage
- Pavilion
- Preserve Areas
- Arbors

- Site Furniture
- Fitness Stations
- Bridges
- Dog Park
- Pumps
- Electrical Systems
- Drainage Systems
- Sewer and Water Systems

Amenity Center Building

- Roofs including Assembly
- Exterior Wall Finishes
- Lanais
- Trellises
- · Windows and Doors
- Restrooms
- Security System
- Plumbing, Mechanical and HVAC Systems

Waterleaf Community Development District Reference Photograph:





RESERVE AC.	#2	#3	RESERVE STUDY PROVIDER CHECKLIST
	000000		YOUR REPORT INCLUDES: Executive summary of key findings and list of prioritized near-term projects 30-Year expenditure forecast derived from actual local costs, not standardized information Project-specific best practices that provide in-depth information to support board decisions Element-specific opportunities to save money through cost-effective alternative replacement options Detailed photographs documenting the condition of every reserve element Condition assessments that identify elements in need of repair vs replacement
	0 0 0	0 0	EASE OF USE Easily print expenditure and funding plan spreadsheets in panoramic multi-page format Quickly create what-if scenarios with Excel spreadsheets that contain built-in formulas Cloud-based software, allowing for easy remote collaboration among your board members
	0 0 0	0 0 0	STAFF'S QUALIFICATIONS Only uses engineers who are committed to the highest industry standards, as shown by their Reserve Specialist (RS) and/or Professional Reserve Analyst (PRA) designations Specializes in prioritizing capital projects and funding needs based on your individual goals Always available to discuss your reserve study anytime in the future at no additional cost
			FIRM'S QUALIFICATIONS Offers local experience, utilizing actual project costs to provide a basis for realistic reserve budgets Comprises over 30 engineers from multiple engineering disciplines to ensure matching the appropriate background and expertise with your community association needs With over 25 years of expertise in the community association industry, has the knowledge to identify any common element issue and make recommendations for best practices No real or perceived conflict of interest – An independent consultant that does not manage or profit from your replacement projects All reports are reviewed by a team of senior engineers to ensure the utmost quality
			Provides high client satisfaction





COLLABORATE. CREATE. STORE & SHARE.





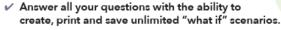
All our reserve studies now include ForeSite Basic.



- ✓ Secure, 24/7 online access to your original reserve study for 7 years.
- Export and print your study.
- Add notes and comments.
- ✓ Store project bids, contracts and photos.
- Receive unlimited support for 10 registered users.
- Get 60 days of free access to ForeSite Plus. Each user can create and print multiple "what if" scenarios.

Upgrade to ForeSite Plus...

All the features of Basic and MORE!



- · Change replacement timing, costs or quantities.
- Reduce reserve contributions.
- Raise the interest rate.
- Designate an approved scenario to guide your community.
 - Facilitate budgeting and reserve expenditure discussions.
 - · Track actual capital projects.
 - · Improve communication and streamline meetings.
 - Easily share information with new board members.

The benefits of ForeSite Plus add up.

The beliefits of Foresite Flus add



Who Needs an Insurance Appraisal?

An insurance appraisal from Reserve Advisors can avoid the costly mistake of CDDs being either over or underinsured.

- If a CDD is overinsured, you are paying too much in annual premiums.
- If a CDD is underinsured, property owners run the risk of paying a portion of the rebuilding costs in the event of a loss.

An appraisal determines a property's new replacement cost and is based on a thorough on-site inspection conducted by an experienced, independent professional.

- In conjunction with a reserve study, Reserve Advisors will measure, photograph and evaluate all buildings to prepare an updated insurance appraisal.
- We provide an accurate valuation, as well as proof-of-loss documentation, that meets all American Society of Appraiser standards.
- In the event of a loss, our detailed documentation will help you get faster claim processing and settlement/payout.
- You'll save time and benefit from working with a single provider who can deliver cost savings when the two services are done together.



201 E. Kennedy Boulevard, Suite 1150 Tampa, FL 33602

Waterleaf Community Development

Confirmation of Services for Waterleaf Community Development District

- Full Reserve Study for an investment of \$7,500 (includes all expenses)
 - Report (See our report overview)
 - <u>Electronic PDF Report</u> with 30-year Reserve Expenditure and Funding Plan tables for printing in 8 ½" x 11" panoramic multi-page format on *any printer*
 - <u>Excel® spreadsheet</u> of Reserve Expenditures and Funding Plan with formulas for "what-if" alternative scenarios
 - **✓** Support
 - We listen and respond to your questions and suggestions to create a custom report
 - Meeting with our engineer on the day of our visual property inspection
 - Unlimited video/teleconference support with our engineer during and after report delivery
 - ForeSite™ Basic Access your reserve study and Excel spreadsheets online, store photos and project documents, record comments and project costs. Also receive a free 60-day trial to ForeSite Plus.

One (1) Bound Report hard copy (no	charge); Additional copies at \$75 ea. – Indicate quantity:
ForeSite™ Plus 3-year subscription with unlimited models and scenarios	empowers multiple users to create, share and collaborate for \$750 per year
Insurance Appraisal by a credential	ed member of the American Society of Appraisers for \$1,700
Include Flood Values for an add	itional \$200
Sign and Send to Get Started:	Mail \$3,750 retainer to:
Email: Matt@reserveadvisors.com or	Reserve Advisors, LLC
Fax: (813) 254-5474	735 N. Water Street, Suite 175
7	Milwaukee, WI 53202
By: Matt lune	Signature:
Matt Kuisle	(Print Name):
Southeast Regional Executive Director	Title:
on January 30, 2020	Date:

For: Reserve Advisors, LLC

Ref. 170555

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal is valid for 45 days.

For: District

Payment Terms: Retainer payment is due upon authorization and prior to inspection. The balance is due net 30 days from the report shipment date. Following receipt of balance due, you may request one set of complimentary changes within six months of the report shipment. Any outstanding balance after 30 days of the final invoice date is subject to an interest charge of 1.5% per month. This agreement is subject to our Professional Services Conditions.

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(800) 980-9881 www.reserveadvisors.com Fax: (813) 254-5474



Long-term thinking. Everyday commitment.

PROFESSIONAL SERVICE CONDITIONS

Our Services - Reserve Advisors, LLC (RA) performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan to create reserves for anticipated future replacement expenditures of the property.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. The report is based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in our report. The inspection is made by employees generally familiar with real estate and building construction but in the absence of invasive testing RA cannot opine on, nor is RA responsible for, the structural integrity of the property including its conformity to specific governmental code requirements for fire, building, earthquake, and occupancy, or any physical defects that were not readily apparent during the inspection.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the report. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, ureaformaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services; nor does RA investigate water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions. RA assumes no responsibility for any such conditions. The Report contains opinions of estimated costs and remaining useful lives which are neither a guarantee of the actual costs of replacement nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. You agree to indemnify and hold RA harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which we have relied upon supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction. Your obligation for indemnification and reimbursement shall extend to any director, officer, employee, affiliate, or agent of RA. Liability of RA and its employees, affiliates, and agents for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this engagement.

Report - RA completes the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations and is deemed complete. RA, however, considers any additional information made available to us within 6 months of issuing the Report if a timely request for a revised Report is made. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of our Report is limited to only the purpose stated herein. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and you shall hold RA harmless from any consequences of such use. Use by any unauthorized third party is unlawful. The Report in whole or in part *is not and cannot be used as a design specification for design engineering purposes or as an appraisal.* You may show our Report in its entirety to the following third parties: members of your organization, your accountant, attorney, financial institution and property manager who need to review the information contained herein. Without the written consent of RA, you shall not disclose the Report to any other third party. *The Report* contains intellectual property developed by RA and *shall not be reproduced or distributed to any party that conducts reserve studies without the written consent of RA*.

RA will include your name in our client lists. RA reserves the right to use property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates, and Interest Charges - Retainer payment is due upon authorization and prior to inspection. The balance is due net 30 days from the report shipment date. Any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Any litigation necessary to collect an unpaid balance shall be venued in Milwaukee County Circuit Court for the State of Wisconsin.

201 E. Kennedy Boulevard, Suite 1150 Tampa, FL 33602

January 30, 2020

Waterleaf Community Development District c/o 15310 Amberly Drive, Suite 175 Tampa, FL 33647

RETAINER INVOICE #

1975403R

Amount Due Now:

\$3,750

PROPERTY:

Waterleaf Community Development District Riverview, Florida

Contract Number: 170555
RETAINER DUE: \$3,750

Terms: Retainer Due Upon Receipt of Authorized Contract and Prior to Inspection

Mail retainer to:

Reserve Advisors, LLC 735 N. Water Street, Suite 175 Milwaukee, WI 53202

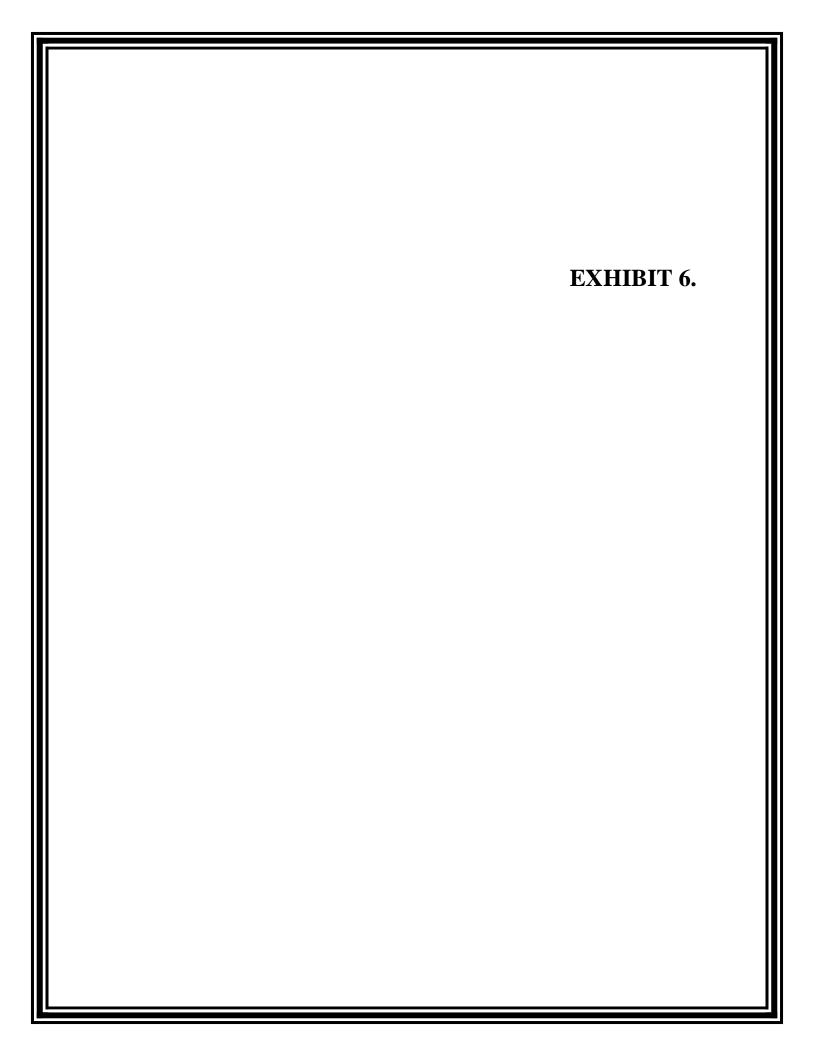
<u>OR</u>

CONTACT US FOR CREDIT CARD PAYMENT

Payment Terms: Retainer payment is due upon authorization and prior to inspection. The balance is due net 30 days from the report shipment date. Following receipt of balance due, you may request one set of complimentary changes within six months of the report shipment. Any outstanding balance after 30 days of the final invoice date is subject to an interest charge of 1.5% per month. This agreement is subject to our Professional Services Conditions.

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(800) 980-9881 **www.reserveadvisors.com** Fax: (813) 254-5474



		3	aterleaf	- AUDITO	Waterleaf - AUDITOR EVALUATION	NOI			
	EV 2019 EV 2020	EV 2020	EV 2021	Ability of Personnel	Ability of Proposer Personnel Experience		Understanding Ability to Furnish Scope of Work Required Service	Price	Price
Dibartolomeo	\$2,500	\$2,500 \$2,600	\$2,700	20	20	20	20	20	100
Grau	\$6,500	\$6,700	\$6,900	20	20	20	20	0	80

		٧	Vaterleaf	- AUDITO	R EVALUATI	ON			
	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts		Ability to Furnish Required Service 20 Pts		TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	100
Grau	\$6,500	\$6,700	\$6,900	20	20	20	20	18	98

Board member Name: Lori Price, Asst. Secretary

		٧	Vaterleaf	- AUDITO	R EVALUATI	ON			
	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts		Ability to Furnish Required Service 20 Pts		TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	100
Grau	\$6,500	\$6,700	\$6,900	20	20	20	20	5	85

Board member Name: Michael Lawson

Waterleaf Community Development District

250 International Parkway, Suite 280, Lake Mary, Fl. 32746 January, 12th, 2020

E-mail and United States Mail

Mr. Jim Hartley DiBartolomeo, McBee, Hartley & Barnes, P.A. 2222 Colonial Road, Suite 200 Fort Pierce, Florida 34950

Re: Waterleaf Community Development District Proposal for Audit Services

Dear Mr. Hartley:

The Waterleaf Community Development District ("District") received two, (2) proposals to provide District Auditing Services in response to its recent "Request for Proposals for Annual Audit Services" ("RFP"). These proposals were reviewed and ranked. DiBartolomeo, McBee, Hartley & Barnes, P.A., was ranked by the District as the top respondent.

The purpose of this notice is to inform you of the District's intent to negotiate an engagement with your firm for audit services.

Please provide your form engagement letter for review at your earliest convenience. The District appreciates your response to its RFP and looks forward to working with you.

Sincerely,

Paul Cusmano District Manager 813-418-7473

cc: John Vericker, District Counsel

Waterleaf Community Development District

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A. Certified Public Accountants

> 2222 Colonial Road, Suite 200 Fort Pierce, Florida 34950 (772) 461-8833

591 SE Port St. Lucie Boulevard Port Saint Lucie, Florida 34984 (772) 878-1952

Contact:

Jim Hartley, CPA Principal

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DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Waterleaf Community Development District Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Waterleaf Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

2222 Colonial Road, Suite 200 • Fort Pierce, Florida 34950 • 772-461-8833 • Fax: 772-461-8872 591 S.E. Port St. Lucie Blvd., • Port St. Lucie, Florida 34984 • 772-878-1952 • Fax: 772-878-1709

Member AICPA

Member AICPA Division for CPA Firms Private Company Practice Section Member AICPA

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes, P.A.

DiBartolomeo, U. Bee, Hartley : Barred

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

> Professional Staff Resources

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- ➤ Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- ➤ Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

Professional Staff Resources (Continued)

- > Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- ➤ Audits of Internal Controls Governmental Special Project
- ➤ Assistance with Implementation of current GASB pronouncements

> Current and Near Future Workload

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

> Identification of Audit Team

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached) Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Theresa Goldstein - Senior (resume attached)

Staff - TBA

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 25 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 25 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall's Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board St. Lucie County Chamber of Commerce
- Budget Advisory Board St. Lucie County School District
- Past Treasurer Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 35 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 35 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Theresa Goldstein

Supervisor – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Theresa has over 15 years of public accounting experience and would serve as the supervisor for the Constitutional Officers. Her experience and training include:

- 15 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Theresa has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Theresa currently provides internal audit and consulting services to multiple agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Engagements include City of Port St. Lucie, St. Lucie County Fire District, Town of Sewall's Point, Town of Jupiter Island, Multiple CDD audits, Tradition CDD #1-10, Southern Groves CDD #1-6 and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Finance University of Central Florida
- Masters of Business Administration with concentration in Accounting Bryant College

Professional Affiliations

- Associate Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ Governmental Audit Experience

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- ➤ Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- > Audits of franchise fees received from outside franchisees
- ➤ Assistance with Implementation of GASB-34
- > Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

> Procedures for Ensuring Quality Control & Confidentiality

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- > Hiring and employment of personnel
- Professional development
- > Advancement
- Acceptance and continuance of clients
- > Inspection and review system

> Independence

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

> Independence (Continued)

- Au Section 220 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ➤ ET Sections 101 and 102 Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- ➤ Government Auditing Standards, issued by the Comptroller General of the United States

> Computer Auditing Capabilities

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- > System hardware and software
- Organization and administration
- Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	٧	Jim Hartley			1	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005- current	1	Mark Barnes		1	1	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005- current	1	Jim Hartley	1	1	1	600
Town of Jupiter Island Mike Ventura (772)-545-0104	2010		Jim Hartley	1			200
Town of Sewall's Point Pamela Walker (772) 287-2455	2010	1	Jim Hartley			1	225
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	1	Jim Hartley			1	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	1	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	1	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	٧	Jim Hartley			٧	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	1	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	٧	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	1	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	4	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	1	Jim Hartley				50

TECHNICAL APPROACH

- a. An Express Agreement to Meet or Exceed the Performance Specifications.
 - 1. The audit will be conducted in compliance with the following requirements:
 - **a.** Rules of the Auditor General for form and content of governmental audits
 - **b.** Regulations of the State Department of Banking and Finance
 - **c.** Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
 - 2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
 - 3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
 - 4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
 - 5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
 - 6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit – proposed for FYE 2019 and 2020

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
I. Planning Phase:							
Meetings and discussions with Waterleaf Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations Develop engagement plan						<u> </u>	
Study and evaluate internal controls							
Conduct preliminary analytical review							
II. Detailed Audit Phase: Conduct final risk assessment							
Finalize audit approach plan						<u> </u>	
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
III. Closing Phase:							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
IV. Reporting Phase:							
Review or assist in preparation of financial statement for Waterleaf Community Development District							
Prepare management letter and other special reports							
Exit conference with Waterleaf Community Development District officials and management							
Delivery of final reports							

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- ➤ Planning Phase
- ➤ Detailed Audit Phase
- **➤**Closing Phase
- **≻**Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Waterleaf Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to SAS No. 99-Consideration of Fraud in a Financial Statement Audit. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- > Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- > Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- > Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Waterleaf Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE FOR EACH YEAR OF THE THREE YEARS

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Waterleaf Community Development District for the three years as follows:

September 30, 2019	\$ 2,500
September 30, 2020	\$ 2,600
September 30, 2021	\$ 2,700



Proposal to Provide Financial Auditing Services:

WATERLEAF

COMMUNITY DEVELOPMENT DISTRICT

Submitted to:

Waterleaf Community Development District c/o District Manager 15310 Amberly Drive, Suite 175 Tampa, Florida 33647

Submitted by:

Antonio J. Grau, Partner Grau & Associates 951 Yamato Road, Suite 280 Boca Raton, Florida 33431

Tel (561) 994-9299

(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com www.graucpa.com



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December 16, 2019

Waterleaf Community Development District c/o District Manager 15310 Amberly Drive, Suite 175 Tampa, Florida 33647

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2019, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Waterleaf Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. First, we ensure that the transition to a new firm is as smooth and seamless as possible. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (tgraucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

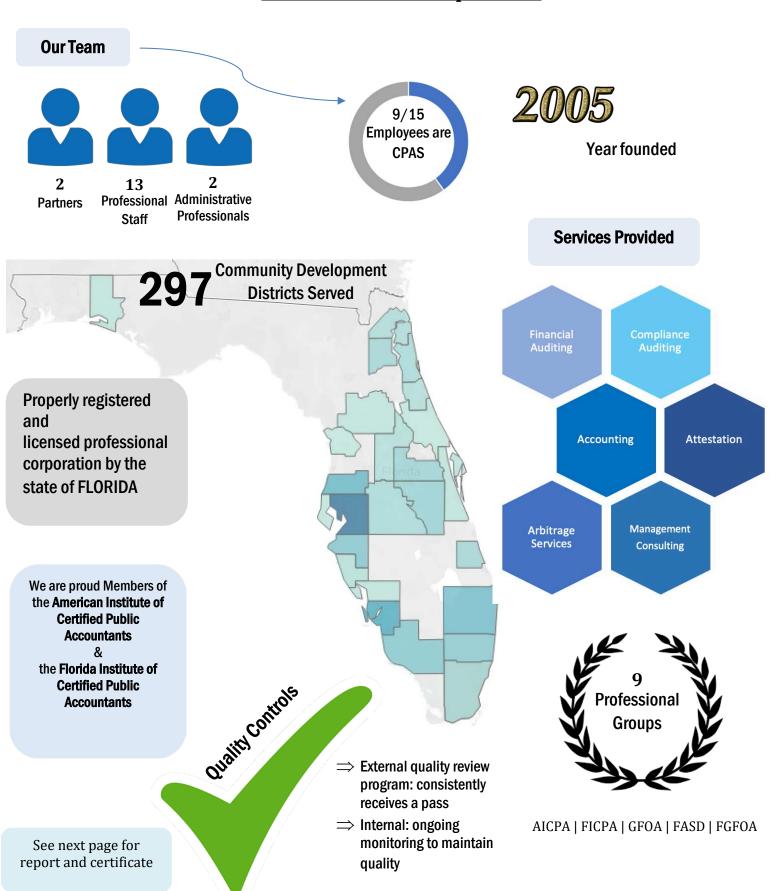
Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience









March 2, 2017

Antonio Jose Grau Jr, CPA Grau & Associates 2700 N Military Trl Ste 350 Boca Raton, FL 33431

Dear Mr. Grau:

It is my pleasure to notify you that on March 2, 2017 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Paul N. Brown, CPA, CGMA Director of Technical Services

cc: Daniel Joseph Hevia, CPA

Firm Number: 4390114

Review Number: 474720

325 W. College Ave. | P.O. Box 5437 | Tallahassee, FL 32314 | (850) 224-2727 | (800) 342-3197 | Fax: (850) 222-8190 | www.ficpa.org



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

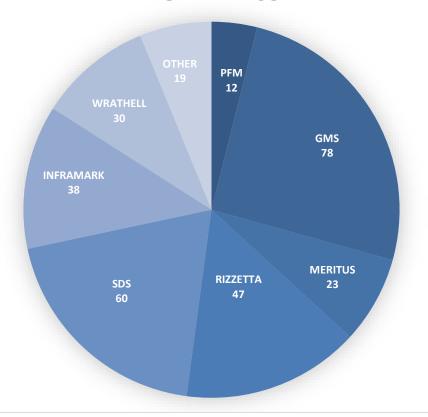
Anita Ford, Chair AICPA Peer Review Board 2016



Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing
Audits: 30+
CPE (last 2 years):
Government
Accounting, Auditing:
66 hours; Accounting,
Auditing and Other:
25 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing
Audits: 14+
CPE (last 2 years):
Government
Accounting, Auditing:
59 hours; Accounting,
Auditing and Other:
45 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-Racquel McIntosh



YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

An advisory consultant Grau contracts with an will be available as a outside group of IT management consultants to sounding board to advise in those areas where assist with matters including, but not limited to; problems are encountered. network and database security, internet security and vulnerability testing. Your Successful Audit **Audit Staff** The assigned personnel will The Engagement Partner will work closely with the partner participate extensively during and the District to ensure that the various stages of the the financial statements and all engagement and has direct other reports are prepared in responsibility for engagement accordance with professional policy, direction, supervision, standards and firm policy. quality control, security, Responsibilities will include confidentiality of information planning the audit; of the engagement and communicating with the client communication with client and the partners the progress personnel. The engagement of the audit; and partner will also be involved determining that financial directing the development of statements and all reports the overall audit approach issued by the firm are accurate, and plan; performing an complete and are prepared in overriding review of work accordance with professional papers and ascertain client standards and firm policy. satisfaction.



Antonio 'Tony ' J. Grau, CPA **Partner**

Contact: <u>tgrau@graucpa.com</u> | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983) **Bachelor of Arts Business Administration**

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District **Dunes Community Development District** Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association Florida Institute of Certified Public Accountants Government Finance Officers Association Member City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	66
Accounting, Auditing and Other	<u>25</u>
Total Hours	91 (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA Partner

Contact: rmcintosh@graucpa.com | (561) 939-6669

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)
Master of Accounting
Florida Atlantic University (2003)
Bachelor of Arts:
Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:

Carlton Lakes Community Development District Golden Lakes Community Development District Rivercrest Community Development District South Fork III Community Development District TPOST Community Development District

East Central Regional Wastewater Treatment Facilities Indian Trail Improvement District Pinellas Park Water Management District Ranger Drainage District South Trail Fire Protection and Rescue Service District Westchase Community Development District Monterra Community Development District Palm Coast Park Community Development District Long Leaf Community Development District Watergrass Community Development District

Professional Associations/ Memberships

American Institute of Certified Public Accountants Florida Institute of Certified Public Accountants FICPA State & Local Government Committee FGFOA Palm Beach Chapter

Hours

59

Professional Education (over the last two years)

Course
Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

45 104 (includes of 4 hours of Ethics CPE)



References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 1998

Client Contact Darrin Mossing, Finance Director

475 W. Town Place, Suite 114 St. Augustine, Florida 32092

904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2007

Client Contact William Rizzetta, President

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

813-933-5571

Journey's End Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2004

Client Contact Todd Wodraska, Vice President

2501 A Burns Road

Palm Beach Gardens, Florida 33410

561-630-4922



Specific Audit Approach



AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

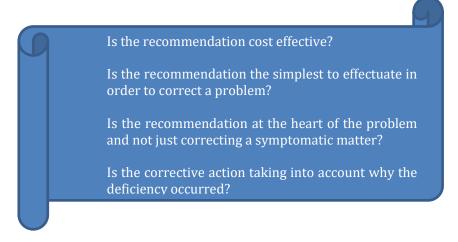
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments:
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.



Cost of Services



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2019-2021 are as follows:

Year Ended September 30,	Fee
2019	\$6,500
2020	\$6,700
2021	<u>\$6,900</u>
TOTAL (2019-2021)	<u>\$20,100</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



Supplemental Information



PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	\			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
Florida Green Finance Authority	✓			✓	9/30
Greater Boca Raton Beach and Park District	\			✓	9/30
Greater Naples Fire Control and Rescue District	✓			✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓			✓	9/30
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓	✓	✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
West Villages Independent District	✓		✓	✓	9/30
Various Community Development Districts (297)	√			✓	9/30
TOTAL	333	4	5	332	



ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

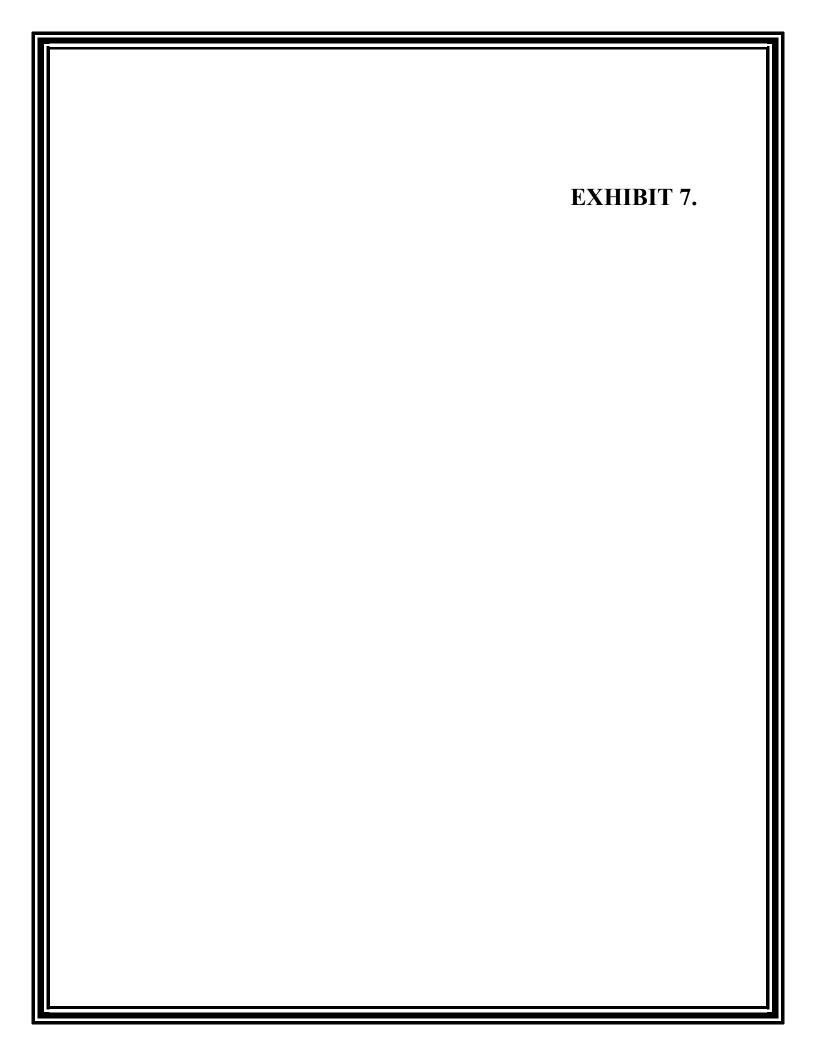
The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current
Arbitrage
Calculations

We look forward to providing Waterleaf Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on www.graucpa.com.





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Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
Service Construction	n Requisitions						
02/22/2018	DPO 2017-03	COUNTY MATERIALS	QGS Development	76,678.82	72,862.42	76,678.82	3,816.40
Total Constru	uction Requisitions			76,678.82	72,862.42	76,678.82	3,816.40
Total Service				76,678.82	72,862.42	76,678.82	3,816.40
TOTAL				76,678.82	72,862.42	76,678.82	3,816.40

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
Service GF Adminstr GF Webs	ite Maint						
11/22/2019	OMWLDPFG105	VENTURESIN.COM, INC.	website email hosting	12	2	120.00	100.00
Total GF \	Website Maint			12	2	120.00	100.00
Total GF Adm	ninstrative			12	2	120.00	100.00
,	Center Operations ity Center Landscape OMWLDPFG052	Brightview Landscape Serv	Amenity Center Landscape Maint - exhibi	12	8	8,390.16	2,796.72
			Amenity Center Landscape Maint - exhibi	12	<u>8</u> -		
	Amenity Center Landscap	е		12	8	8,390.16	2,796.72
GF Amen 06/20/2019 06/20/2019 06/20/2019 06/20/2019 06/20/2019	ity Center Powerwash OMWLDPFG075 OMWLDPFG075 OMWLDPFG075 OMWLDPFG075 OMWLDPFG075	H2 POOL SERVICES	Powerwashing - Mar-Nov Powerwashing - March to November - up Powerwashing - December to February Powerwashing - mail kiosk quarterly Powerwashing - front gate quarterly	4 9 3 12 12	3 2 0 2 2	2,000.00 4,500.00 750.00 1,000.08 1,000.08	500.00 3,500.00 750.00 833.40 833.40
Total GF	Amenity Center Powerwas	sh		40	9	9,250.16	6.416.80
GF Amen 03/10/2018 06/01/2018	ity Center Repair & Mair OMWLDPFG014 OM-WL-148	Reed Electric WASTE MANAGEMENT I	Amenity Center Electrical Repairs Waste Management Service (6/18-5/21)	1 634.95	0 424.3	1,484.52 634.95	1,484.52 210.65
Total GF /	Amenity Center Repair & I	Main		635.95	424.3	2,119.47	1,695.17
GF Amen 06/20/2019 06/20/2019	ity Cleaning & Maint OMWLDPFG075 OMWLDPFG075	H2 POOL SERVICES H2 POOL SERVICES	CH Cleaning - Mar-Nov CH Cleaning - updated 11/2019	4 12	3 2	2,800.00 11,400.00	700.00 9,500.00
Total GF /	Amenity Cleaning & Maint			16	5	14,200.00	10,200.00
GF Pest 0 06/22/2018	Control OMWLDPFG024	Earth Tech Property Soluti	Pest Control (extended 11/2019)	12	2	1,440.00	1,200.00
Total GF F	Pest Control			12	2	1,440.00	1,200.00
GF Pool I 01/17/2018	Maint & Repair OMWLDPFG010	All American Lawn & Tree	Paver Repair (Pool Area)	1	0	350.00	350.00
Total GF I	Pool Maint & Repair			1	0	350.00	350.00
06/20/2019 06/20/2019 06/20/2019	Maintenance Contract OMWLDPFG075 OMWLDPFG075 OMWLDPFG075 OMWLDPFG075	H2 POOL SERVICES H2 POOL SERVICES H2 POOL SERVICES	Pool Maint - Mar-Nov Water Feature Maint pool maintenance - updated 11/2019	4 12 12 28	3 5 2 10	4,600.00 3,000.00 18,000.00 25,600.00	1,150.00 1,750.00 15,000.00 17,900.00

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
GF Refuse	Service						
06/01/2018	OM-WL-148	WASTE MANAGEMENT I	Solid Waste - FY 19	10,165.05	3,188.85	10,165.05	6,976.20
Total GF R	Refuse Service			10,165.05	3,188.85	10,165.05	6,976.20
Total GF Ame	nity Center Operations			10,910	3,647.15	71,514.84	47,534.89
GF Landscap	•						
06/12/2017 06/12/2017	OM-WL-121 OM-WL-121	Brightview Landscape Serv Brightview Landscape Serv	Mulch Install - (2x/yr) Pine Straw Install - (1x/yr)	2 1	0 0	2,610.00 1,710.00	2,610.00 1,710.00
	Iscape R & Repl	brightview Landscape Serv	Fine Straw instan - (12/yr)	3		4,320.00	4,320.00
GF Physical E				O	Ŭ	4,020.00	4,020.00
	laintenance						
02/01/2019	OMWLDPFG044	DoorKing, Inc.	Cell Systems	12	7	599.40	249.75
12/13/2019	OMWLDPFG108	Gate Pros, Inc.	Gate repairs	1	0	1,400.00	1,400.00
Total GF G	Sate Maintenance			13	7	1,999.40	1,649.75
	bs & Access Cards	0' 1 1 1			0.5	5 000 00	0.500.00
01/19/2017	OM-WL-088	Cistech, Inc.	Key Fobs	1	0.5	5,000.00	2,500.00
	ey Fobs & Access Cards			1	0.5	5,000.00	2,500.00
	cape Maint Contract	Dright day Landagana Can	Landacana Maint FV 19	16	10	1 110 00	360.00
06/12/2017 06/12/2017	OM-WL-121 OM-WL-121	Brightview Landscape Serv Brightview Landscape Serv	Landscape Maint - FY 18 Landscape Maint - FY 19	16 12	12 7	1,440.00 36,060.00	360.00 15,025.00
04/01/2019	OMWLDPFG052	Brightview Landscape Serv	Landscape Maint	12	8	169,525.68	56,508.56
04/01/2019	OMWLDPFG052	Brightview Landscape Serv	Landscape Maint - Phase 5 - exhibit C	12	8	51,060.00	17,020.00
04/01/2019	OMWLDPFG052	Brightview Landscape Serv	Landscape Maint - Addt	12	8	15,084.00	5,028.00
Total GF L	andscape Maint Contract			64	43	273,169.68	93,941.56
	cape Ren & Rep						
06/12/2017	OM-WL-121	Brightview Landscape Serv	Annuals Install - (5x/yr)	5	2	10,680.00	6,408.00
03/05/2019	OMWLDPFG048	Brightview Landscape Serv	red geranium install	1	0	2,136.00	2,136.00
Total GF L	andscape Ren & Rep			6	2	12,816.00	8,544.00
	laneous Field Exp	Characa Canatavatian II C	Datab /n sint nosis at	4	0	4 500 00	4 500 00
09/05/2019 09/11/2019	OMWLDPFG095 OMWLDPFG090	Shazam Construction, LLC Reed Electric	Patch/paint project Troubleshooting lights	1 1	0 0	1,500.00 161.68	1,500.00 161.68
	liscellaneous Field Exp	. 1000 = 1000.10	g. i.g. i.e.	2		1,661.68	1,661.68
	tion Monitoring			_	-	.,	.,
12/16/2015	OM-WL-023	HAMILTON ENGINEERIN	Mitigation Monitoring	6	2	4,200.00	2,800.00
12/16/2015	OM-WL-023	HAMILTON ENGINEERIN	Mitigation Maintenance	12	10	5,520.00	920.00
Total GF M	litigation Monitoring			18	12	9,720.00	3,720.00
	aste Removal						
02/10/2017	OM-WL-094	Poop 911	Pet Waste Removal EXTENSION	12	2	3,400.80	2,834.00
Total GF P	et Waste Removal			12	2	3,400.80	2,834.00

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Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
GF Pond	Maintenance						
04/01/2017	OM-WL-140	AQUATIC SYSTEMS, INC	Pond Maint (Extended 8/18-7/19)	13	12	15,808.00	1,216.00
09/25/2019	OMWLDPFG096	AQUATIC SYSTEMS, INC	Lake maintenance program	12	2	14,868.00	12,390.00
10/29/2019	OMWLDPFG103	AQUATIC SYSTEMS, INC	Pond restoration assessment package	1	0	6,800.00	6,800.00
Total GF F	Pond Maintenance			26	14	37,476.00	20,406.00
GF Secur	ity Monitoring						
10/12/2015	OM-WL-002	Critical Intervention	Security	48	44	14,400.00	1,200.00
Total GF S	Security Monitoring			48	44	14,400.00	1,200.00
GF Signa	ge						
08/21/2019	OM-WL-153	Sign Solutions	street sign re-installed	1	0	85.00	85.00
11/22/2019	OMWLDPFG106	Sign Solutions	Dumpster sign	1	0	170.00	170.00
Total GF S	Signage			2	0	255.00	255.00
Total GF Phys	sical Environment			192	124.5	359,898.56	136,711.99
Total Service				11,117	3,773.65	435,853.40	188,666.88
TOTAL				11,117	3,773.65	435,853.40	188,666.88