

***WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Tuesday
August 11, 2020
6:15 p.m.***

***Location:
Conducted Via Electronic Teleconference***

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

Waterleaf

Community Development District

Board of Supervisors
Waterleaf Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Waterleaf Community Development District is scheduled for **Tuesday, August 11, 2020 at 6:15 p.m.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 (as extended by Executive Order 20-150 and again by Executive Order 20-179) which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099
Meeting ID: 859 8308 5378
Password: 297014

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore
District Manager
813-374-9104

Cc: Attorney
Engineer
District Records

District: **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, August 11, 2020

Time: 6:15 PM

Location: Via Zoom teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: 929-205-6099

Meeting ID: 859 8308 5378 #

Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Consent Agenda

- A. Consideration and Approval of the June 9, 2020 Regular Meeting Minutes
- B. Acceptance of the May 2020 Unaudited Financial Statements
- C. Acceptance of the 2019 Financial Audit Report

IV. Business Matters

- A. Discuss and Approve Quitclaim Deed – US Home Corp to Waterleaf CDD
- B. Public Hearing for FY 2020-2021 Budget and Assessments Exhibit 1
 - 1. Open Public Hearing
 - 2. Review Budget
 - 3. Public Comments
 - 4. Close Public Hearing
- C. Consideration and Approval of Resolution 2020-06 Adopting Final Budget for FY 2020-2021 Exhibit 2
- D. Consideration and Approval of Resolution 2020-07 Imposing & Levying O&M Assessments for FY 2020-2021 Exhibit 3
- E. Bridge Update – Replacement bids
- F. Pond Maintenance Proposals – 3 companies that toured Waterleaf Exhibit 4
- G. Discussion of Draft changes for Amenity Rules, Draft Encroachment Agreement, set a Public Hearing date for new rules Exhibit 5
- H. Discussion of payment by the HOA of \$16,050 to Gate Pro for replacement of gate operators

- I. Consideration and Approval of Resolution 2020-08 Adopting FY 2020-2021 Meeting Schedule

Exhibit 6

V. Administrative Matters

- A. Ratify POs and contracts #143-146
- B. Ratify Quit Claim Deeds dated June 30, 2020 and July 10, 2020

VI. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VII. Supervisor Requests

VIII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1.

**STATEMENT 1
WATERLEAF CDD
FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD- MARCH	FY 2021 PROPOSED	VARIANCE 2020 TO 2021
REVENUE							
GENERAL FUND REVENUES (Net FY 2017 & 18) /(a)	\$ 258,339	\$ 499,835	\$ 611,885	\$ 716,284	\$ 694,361	924,151	\$ 207,866
DEVELOPER DEFICIT FUNDING	113,149	175,016	57,215	59,637	-	-	\$ (59,637)
GENERAL FUND REVENUES, BUDGET FUNDING	232,230	-	-	-	-	-	\$ -
MISCELLANEOUS	72,756	280	64	-	40	-	\$ -
INTEREST	225	430	184	-	16	-	\$ -
TOTAL REVENUE	\$ 676,699	\$ 675,561	\$ 669,348	\$ 775,921	\$ 694,417	\$ 924,151	\$ 148,230
EXPENDITURES							
GENERAL ADMINISTRATIVE:							
SUPERVISORS COMPENSATION	\$ 5,600	\$ 4,200	\$ 3,600	\$ 12,000	\$ 1,600	\$ 12,000	\$ -
PAYROLL TAXES	428	321	275	918	122	918	-
PAYROLL SERVICES	325	394	418	650	98	650	-
MEETING ROOM RENTAL	25	6	52	300	13	900	600
MANAGEMENT CONSULTING SERVICES	24,000	27,996	27,996	28,000	13,998	28,000	-
CONSTRUCTION ACCOUNTING SERVICES	9,000	2,500	3,600	2,250	2,250	1,500	(750)
PLANNING, COORDINATING & CONTRACT SRVCS.	36,000	36,000	36,000	36,000	18,000	9,600	(26,400)
ADMINISTRATIVE SERVICES	3,600	3,600	3,600	3,600	1,800	3,600	-
BANK FEES	100	298	261	225	-	225	-
MISCELLANEOUS	-	711	779	500	-	300	(200)
AUDITING SERVICES	2,350	2,400	2,500	4,200	-	2,700	(1,500)
SUPERVISOR TRAVEL PER DIEM	40	14	32	250	30	100	(150)
MASS MAILING	422	-	-	-	-	-	-
INSURANCE	17,803	23,537	22,476	22,055	15,452	24,155	2,100
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	2,573	1,250	4,769	1,500	1,230	1,500	-
ENGINEERING SERVICES	7,011	4,131	4,825	6,500	3,342	6,500	-
LEGAL SERVICES	7,672	7,788	7,019	7,000	4,842	12,000	5,000
PERFORMANCE & WARRANTY BOND	5,000	5,000	-	-	-	-	-
WEBSITE HOSTING	737	738	2,853	2,265	646	1,650	(615)
TOTAL GENERAL ADMINISTRATIVE	\$ 122,862	\$ 121,059	\$ 121,231	\$ 128,388	\$ 63,598	\$ 106,473	\$ (21,915)

**STATEMENT 1
WATERLEAF CDD
FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD- MARCH	FY 2021 PROPOSED	VARIANCE 2020 TO 2021
DEBT ADMINISTRATION:							
DISSEMINATION AGENT	\$ 7,000	\$ 8,000	\$ 8,000	\$ 6,000	\$ -	\$ 6,000	\$ -
TRUSTEE FEES	12,661	24,782	15,166	18,856	17,428	18,587	(269)
TRUST FUND ACCOUNTING	3,600	3,600	3,600	3,600	1,800	3,600	-
ARBITRAGE	650	1,950	650	2,600	650	1,300	(1,300)
DEFICIT BUDGET FUNDING	52,183	30,000	-	-	-	-	-
TOTAL DEBT ADMINISTRATION	\$ 76,094	\$ 68,332	\$ 27,416	\$ 31,056	\$ 19,878	\$ 29,487	\$ (1,569)
PHYSICAL ENVIRONMENT EXPENDITURES:							
STREETPOLE LIGHTING	\$ 55,039	\$ 60,930	\$ 72,668	\$ 103,680	\$ 37,324	\$ 100,800	\$ (2,880)
ELECTRICITY (IRRIGATION & POND PUMPS)	8,306	8,365	\$ 10,962	15,000	4,036	9,600	(5,400)
LANDSCAPING MAINTENANCE	192,581	224,026	225,522	260,000	122,030	244,680	(15,320)
LANDSCAPE REPLINISHMENT	28,439	7,408	15,885	10,000	1,379	10,000	-
IRRIGATION MAINTENANCE	4,624	296	5,465	10,000	1,884	7,500	(2,500)
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	-	-	-	-
RETENTION POND MOWING	1,350	-	-	-	-	-	-
MITIGATION MONITORING & MAINTENANCE	2,540	460	700	3,240	-	-	(3,240)
PET WASTE REMOVAL	3,071	2,232	3,401	5,120	1,700	5,300	180
PAVEMENT REPAIRS	5,425	-	-	-	-	-	-
SIGNAGE	-	-	5,824	-	-	-	-
SECURITY PATROL	6,248	2,807	-	1,000	-	42,292	41,292
WILDLIFE REMOVAL	-	-	-	-	-	5,100	5,100
STORMWATER DRAIN & MAINTNANCE	-	-	-	-	-	-	-
POND MAINTENANCE	14,351	14,638	19,666	18,568	7,434	25,000	6,432
NPDES	-	-	-	-	-	-	-
GATE & FOUNTAIN MAINTENANCE	5,477	4,503	9,959	12,000	2,527	8,250	(3,750)
POND EROSION	-	-	-	5,000	-	5,000	-
HARDSCAPE MAINTENANCE	-	-	-	18,000	2,650	7,500	(10,500)
COMPREHENSIVE FIELD TECH SERVICES	-	5,068	21,887	13,896	6,948	13,896	-
FIELD SERVICE TECH	15,301	19,877	-	-	-	-	-
FIELD TECH TRAVEL	2,299	1,655	-	-	-	-	-
SECURITY KEY FOBS & ACCESS CARDS	11,496	8,922	9,618	10,000	-	1,500	(8,500)
HOLIDAY DECORATIONS	-	4,998	4,998	7,000	4,514	10,000	3,000
CONTINGENCY	11,700	1,855	616	2,500	2,416	3,250	750
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	\$ 368,246	\$ 368,040	\$ 407,171	\$ 495,004	\$ 194,842	\$ 499,668	\$ 4,664

**STATEMENT 1
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FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD- MARCH	FY 2021 PROPOSED	VARIANCE 2020 TO 2021
AMENITY CENTER OPERATIONS							
POOL SERVICE CONTRACT	\$ 14,500	\$ 12,700	\$ 17,600	\$ 18,000	\$ 10,500	\$ 18,000	\$ -
POOL MAINTENANCE AND REPAIRS	3,850	146	5,068	3,500	-	3,500	-
POOL PERMIT	275	275	275	275	-	275	-
AMENITY MANAGEMENT	-	3,000	3,000	7,000	1,833	7,000	-
SECURITY MONITORING	3,600	3,950	3,600	3,600	1,800	3,600	-
AMENITY CENTER POWER WASH	5,125	3,000	5,417	5,250	4,000	8,040	2,790
AMENITY CENTER CLEANING & MAINT	4,600	2,700	8,850	11,760	5,700	15,520	3,760
AMENITY CENTER INTERNET	2,838	3,038	3,216	3,060	1,730	3,060	-
AMENITY CENTER ELECTRICITY	5,798	5,815	6,627	7,000	2,505	7,000	-
AMENITY CENTER WATER	1,294	1,593	2,827	2,400	797	3,000	600
AMENITY CENTER PEST CONTROL	636	828	1,440	1,440	720	1,440	-
REFUSE SERVICE	-	-	2,684	3,688	2,171	3,688	-
LANDSCAPE MAINTENANCE - infill	-	-	6,725	10,000	-	5,000	(5,000)
MISC.REPAIRS & MAINT.	6,217	3,262	15,439	15,000	3,564	10,000	(5,000)
WATER FEATURE MAINTNEANCE	-	-	-	-	-	-	-
RESERVE STUDY	-	-	-	3,500	-	-	(3,500)
CONTINGENCY	-	-	759	1,000	332	1,000	-
TOTAL AMENITY CENTER OPERATIONS	\$ 48,732	\$ 40,307	\$ 83,526	\$ 96,473	\$ 35,653	\$ 90,123	\$ (6,350)
CAPITAL IMPROVEMENTS							
AMENITY CENTER IMPROVEMENTS	\$ 40,937	\$ -	\$ 8,685	\$ -	\$ -	\$ -	\$ -
OTHER CAPITAL IMPROVEMENTS	18,900	33,163	-	-	-	15,000	15,000
TOTAL CAPITAL IMPROVEMENTS	\$ 59,837	\$ 33,163	\$ 8,685	\$ -	\$ -	\$ 15,000	\$ 15,000
RESERVES							
OPERATING RESERVE INCREASE	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -
CAPITAL RESERVE FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158,400	\$ 158,400
TOTAL RESERVES	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 183,400	\$ 158,400
TOTAL EXPENDITURES	675,770	630,900	648,029	775,921	313,971	924,151	148,230
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	929	44,661	21,319	-	380,446	-	-
FUND BALANCE - BEGINNING	10,542	11,471	56,132	77,451	77,451	77,451	
INCREASE IN OPERATING RESERVES						25,000	
FUND BALANCE - ENDING	\$ 11,471	\$ 56,132	\$ 77,451	\$ 77,451	\$ 457,897	102,451	-

Note:

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

STATEMENT 2
WATERLEAF CDD
FY 2021 GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation

Lot Width	Units	ERU	Total ERU	% ERU
50'	317	1.00	317.00	44.46%
60'	169	1.20	202.80	28.44%
70'	138	1.40	193.20	27.10%
Total	624		713.00	100.00%

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

AR = Total Expenditures:	924,151	<< from STMT 1
Plus: Early Payment Discount (4%):	39,326	
Plus: County Collection Charges (2%):	19,663	
Total Assessment - GROSS:	983,139	
Total ERU:	713.00	<< from Table 1. above
Total AR / ERU, net:	\$1,296.14	
Total Assessment / ERU, gross:	\$1,378.88	

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

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	GROSS Assmt./Unit	Total GROSS Assmt.
50'	317	1.00	\$1,296	\$410,878	\$1,379	\$437,105
60'	169	1.20	\$1,555	\$262,858	\$1,655	\$279,638
70'	138	1.40	\$1,815	\$250,415	\$1,930	\$266,399
Total	624			\$924,151		\$983,142

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

Lot Width	Units	ERU	Net Assmt./Unit	Total Net Assmt.	Total Gross Assmt./Unit	Total GROSS Assmt.
50'	317	1.00	\$1,088.25	\$344,975	\$1,157.71	\$366,994
60'	169	1.20	\$1,305.90	\$220,697	\$1,389.25	\$234,783
70'	138	1.40	\$1,523.55	\$210,250	\$1,620.79	\$223,669
Total	624			\$775,921		\$825,446

5. Difference between Prior FY and Current FY

Lot Width	Units	ERU	Diff., Gross	% Diff.	Mo Amt.
50'	0	1.00	\$221.17	20.32%	\$ 18.43
60'	0	1.20	\$265.41	20.32%	\$ 22.12
70'	0	1.40	\$309.64	20.32%	\$ 25.80

Note:

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

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISORS COMPENSATION		12,000		Estimated 5 Supervisors to be in attendance for 12 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting.
PAYROLL TAXES		918		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll.
PAYROLL SERVICES		650		Approximately \$50 per payroll and 1x yearly fee of \$50
MEETING ROOM	PANTHER TRACE	900		\$75 per meeting. Price increase due to non sharing of meeting room with other entities
MANAGEMENT CONSULTING SRVS	DPFG	28,000		The District receives Management & Accounting services as part of the agreement.
CONSTRUCTION ACCOUNTING	DPFG	1,500		Related to the 2017 bond issuance. It is anticipated about 15% of the construction funds will need to be requisitioned
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	9,600		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	DPFG	3,600		The District receives administrative services as part of the agreement
BANK FEES	BANK UNITED	225		Fees associated with maintaining the District's bank accounts and the ordering of checks
MISCELLANEOUS		300		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING	DIBARTELEMEO	2,700		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
SUPERVISOR TRAVEL PER DIEM		100		Reimbursement to Board Supervisors for travel to District Meetings
MASS MAILING		-		As needed to mail correspondence to the residents
INSURANCE (LIABILITY, PROPERTY, CASUALTY, BRIDGE)	EGIS	24,155		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance. Confirmed with insurance agent.
REGULATORY AND PERMIT FEES	Florida	175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	1,500		The District is required to advertise various notices for monthly Board meetings , RFPs, and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	STANTEC	6,500		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VERICKER	12,000		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager; Increased due to potential need w/ turnover of Board
PERFORMANCE & WARRANTY BOND PREMIUM		-		1.75% of bond amount
WEBSITE HOSTING	CAMPUS SUITE	1,650		ADA compliant website to be furnished by Campus Suite. Amount includes monthly scans of the website, the website platform itself as well as the remediation of 750 document pages. Added \$250 for page overages

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
	Total	106,473		
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT	LERNER	6,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure. Need new contract with DPFG (\$5,000)
TRUSTEE FEES	US BANK	18,587		Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the Series 2013, Series 2014, Series 2016 and Series 2017
TRUST FUND ACCOUNTING	DPFG	3,600		Reconcile trust accounts on a monthly basis for issued bonds and respond to associated compliance requirements
ARBITRAGE		1,300		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. The amount considers the 2 bond issuances as 2016 and 2017 meet the small issuer exception.
DEFICIT FUNDING BUDGET FY 2016		-		
	Total	29,487		
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING	TECO	100,800	NA	Phase 1B- 25 lights, Phase 1A - 23 lights, Phase 2 - 43 lights, Waterleaf Vista Blvd - 12 lights, Ph 3 - 22 lights, Addtl waterleaf Vista Blvd - 11 lights, Phase 4C - 12 lights. Total lights 148. Phase 6B not installed - TECO plan 18 more lights
ELECTRICITY (IRRIGATION & POND PUMPS)	TECO	9,600	NA	Five (5) meters located at Big Bend Rd, Waterleaf Vista Blvd Gate, Waterleaf Vista Well, Cross Vine Drive Gate, Cardinal Flower Drive. New meter added Jan 2020.
WATER (PURCHASE FROM WELL)		-		
LANDSCAPING MAINTENANCE	BRIGHTVIEW	244,680	OM-WL-DPFG-052	Contract for base service, annuals, pine straw, zoysia and pine strawoverseeding. Pursuant to PO, monthly contract is for \$20,388.32 and includes base contract, phase 5, amenity center, an addendum for additional pond areas and lift stations. Added 6B island and pond, contract doesn't note the areas, but have been maintained without cost increase.
LANDSCAPE REPLENISHMENT	BRIGHTVIEW	10,000	NA	Remove and Replenish landscape materials outside of contract scope
IRRIGATION MAINTENANCE	BRIGHTVIEW	7,500	NA	Miscellaneous expenditures related to the repair of the irrigation system -
LANDSCAPE MAINTENANCE - FINAL PHASE	BRIGHTVIEW	-		Estimate from Brightview without final drawing (for example, for second entrance gate of Palm Hill, back wall, pond walkway). Contingency for unforeseen maintenance items related to close out)
RETENTION POND MOWING	BRIGHTVIEW	-	NA	In Base Contract
MITIGATION MONITORING & MAINTENANCE	HAMILTON ENGINEERING	-	OM-WL-023	Mitigation Monitoring & Maintenance - Phase 4. Pursuant to PO. Semi Annual Monitoring is \$700 per event and mitigation maintenance is \$460 per quarter.
PET WASTE REMOVAL	POOP 911	5,300	OM-WL-094	Removal of pet waste , replacement of can liners, check and pick up bags at 6 waste stations. Pick up bags of 2,000 are included. Adding more stations in FY 20.
PAVEMENT REPAIRS	NA	-	NA	Miscellaneous as needed
SIGNAGE	NA	-	NA	Miscellaneous as needed
SECURITY PATROL		42,292	NA	Bid for the year - Allied Universal 7hrs/day 7 days/wk
WILDLIFE REMOVAL	Jerry Richardson	5,100	OM-WL-DPFG-110	Hog Trapping, \$1,700/mo for 3 months

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
SECURITY OTHER - REPAIRS	NA	-	NA	Miscellaneous as needed
STORMWATER DRAIN & MAINTNANCE	GENESIS	-	NA	Monthly drain clean out, replacement of rock bags, and protection replacement. Have not been billed since July 2016
POND MAINTENANCE	AQUATIC SYSTEMS	25,000	OM-WL-DPFG-096	Aquatic Weed Control - 20 ponds \$1239/mo change 8/1 to \$1,276/mo +\$2,500 for misc. plantings, etc. New estimate obtained for sites 21 and 22 - \$100 monthly. All 22 Ponds included in numbers @ \$18,642; BID OUT may choose higher
NPDES	GENESIS	-	NA	(National Pollutant Discharge Elimination System) related to the storm water system
GATE & FOUNTAIN MAINTENANCE	Gate Pro	8,250	OM-WL-DPFG-044	Main and Rear Entrance gate operations. As needed, includes Door King to energize the remote access system. Service calls \$250 x 5. Cell System for Gates is \$50 monthly per gate. Contact One \$145/mo. Added \$2,350 for repairs. Fountain maintenance of \$175 per quarter and \$1,000 for repairs
POND EROSION	VARIOUS	5,000	NA	Based on necessary erosion control measures.
HARDSCAPE MAINTENANCE	VARIOUS	7,500		Clean/paint walls, bridge repairs, etc & entrance sign.
COMPREHENSIVE FIELD TECH SERVICES	DPFG	13,896	DPFG Contract	Directs day to day operations of District and oversees Field Tech Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security hardware, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board, including travel expense for tech.
FIELD SERVICE TECH		-	NA	Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board
FIELD TECH TRAVEL EXPENSE	NA	-	NA	Travel expense for Field Tech
SECURITY KEY CARDS & FOBS	NA	1,500	NA	50 clickers x 30 \$1,500 replacements.
HOLIDAY DECORATIONS	Decorating Elves	10,000	NA	Holiday Lighting at entrances and amenity center
CONTINGENCY	MISC	3,250	NA	Miscellaneous expenditures not accounted for in the above lines. Also includes \$600 for quarterly maintenance inspections of electrical and plumbing.
	Total	499,668		

WATERLEAF CDD - STATEMENT 3: CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	CONTRACT AMT. / YEAR	PO #	COMMENTS (SCOPE OF SERVICE)
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	H2 POOL SERVICES	18,000	OM-WL-DPFG-075	Yearly cleaning 7 days a week/52 weeks
POOL MAINTENANCE AND REPAIRS	H2 POOL SERVICES	3,500	NA	Miscellaneous as needed
POOL PERMIT	STATE OF FLORIDA	275	NA	Required
AMENITY MANAGEMENT	DPFG	7,000	DPFG Contract	Track and handle facility access keys, coordination of janitorial services, track and coordinate facility rental activities, and implement general operation and rule for the amenity
SECURITY MONITORING	CIRTICAL INTERVENTION	3,600	OM-WL-002	CCTV Monitoring - \$300 monthly. Security cameras
AMENITY CENTER PRESSURE WASH	H2 POOL SERVICES	8,040	OM-WL-DPFG-075	Bi-weekly pressure wash plush pressure wash of front gate and mail kiosk.
AMENITY CENTER CLEANING & MAINT	H2 POOL SERVICES	15,520	OM-WL-DPFG-075	7 day cleaning of clubhouse facilities \$950 monthly(plus extra party clean up May -September 140 per x8= \$1,120) . Plus water feature cleaning 2 days weekly - \$250 monthly
AMENITY CENTER INTERNET	BRIGHTHOUSE	3,060	NA	Internet and cable for gate house and amenity center, average bill is \$255 monthly
AMENITY CENTER ELECTRICITY	TECO	7,000	NA	Electric Utility for clubhouse
AMENITY CENTER WATER	HILLSBOROUGH COUNTY	3,000	NA	Amenity Center Water Averages \$200 monthly, will peak higher in the summer months due to pool water absorption
AMENITY CENTER PEST CONTROL	EARTH TECH	1,440	OM-WL-DPFG-024	Pest control of amenity center - \$120 monthly. Not included an additional month for any specialty sprayings for ants, etc.
REFUSE SERVICE		3,688	OM-WL-148	Estimated from Waste Management, inclusive of 2x weekly pickup of 4 yard dumpster, includes some overage . Standard bill is \$224 per month. Approximately \$1,000 is for overages
LANDSCAPE MAINTENANCE - Infill	MISC LANDSCAPE IMPROVEMENTS AT	5,000	NA	Additional landscape improvements as needed (\$5,000).
MISC. REPAIRS & MAINT.	AS NEEDED	10,000	NA	Furniture repair and replacement, painting, Plumbing, misc.. Gate and keypad aging, will need repairs. everything except key pad
WATER FEATURE MAINTENANCE	H2 POOL SERVICES	-		
RESERVE STUDY		-		Reserve study done FY 2020
CONTINGENCY		1,000		As needed
		90,123		
CAPITAL IMPROVEMENTS				
AMENITY CENTER IMPROVEMENTS		-		Capital projects and enhancements deemed necessary for the amenity center (Developer funded)
OTHER CAPITAL IMPROVEMENTS		15,000		Several areas of potential trip hazards and a few areas with severe cracking.
INCREASE IN OPERATING RESERVES		25,000		Need 2 months operating expenses to cover until receive tax assessments
INCREASE IN CAPITAL RESERVES		158,400		Based on Reserve Study dated March 22, 2020

**STATEMENT 4
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2013 A-1**

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 236,903
CAPITAL INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
LESS: DISCOUNT ASSESSMENTS	(9,476)
TOTAL REVENUE	227,427
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	4,738
INTEREST EXPENSE	
05/01/21	91,875
11/01/21	90,375
PRINCIPAL RETIREMENT	
05/01/21	40,000
TOTAL EXPENDITURES	226,988
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	440
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 440

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots (Phase 1 and 2)

Lot Width	Units	ERU	Total ERU	% ERU	Annual Assmt	Annual Assmt/Unit
50	69	1.00	69.00	30.97%	68,965	999
60	50	1.20	60.00	26.93%	59,970	1,199
70	67	1.40	93.80	42.10%	93,753	1,399
Total	186		222.80	100.00%	222,688	

MADS Assmt. per ERU - net	1,000
MADS Assmt. per ERU - gross	1,063
Total revenue - gross	236,903

STATEMENT 5
WATERLEAF CDD
\$2,630,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
						g
8/28/2013						2,630,000
11/1/2013		7.50%	34,519	34,519	34,519	2,630,000
5/1/2014	-	7.50%	98,625	98,625		2,630,000
11/1/2014		7.50%	98,625	98,625	197,250	2,630,000
5/1/2015	25,000	7.50%	98,625	123,625		2,605,000
11/1/2015		7.50%	97,688	97,688	221,313	2,605,000
5/1/2016	25,000	7.50%	97,688	122,688		2,580,000
11/1/2016		7.50%	96,750	96,750	219,438	2,580,000
5/1/2017	30,000	7.50%	96,750	126,750		2,550,000
11/1/2017		7.50%	95,625	95,625	222,375	2,550,000
5/1/2018	30,000	7.50%	95,625	125,625		2,520,000
11/1/2018		7.50%	94,500	94,500	220,125	2,520,000
5/1/2019	35,000	7.50%	94,500	129,500		2,485,000
11/1/2019		7.50%	93,188	93,188	222,688	2,485,000
5/1/2020	35,000	7.50%	93,188	128,188		2,450,000
11/1/2020		7.50%	91,875	91,875	220,063	2,450,000
5/1/2021	40,000	7.50%	91,875	131,875		2,410,000
11/1/2021		7.50%	90,375	90,375	222,250	2,410,000
5/1/2022	40,000	7.50%	90,375	130,375		2,370,000
11/1/2022		7.50%	88,875	88,875	219,250	2,370,000
5/1/2023	45,000	7.50%	88,875	133,875		2,325,000
11/1/2023		7.50%	87,188	87,188	221,063	2,325,000
5/1/2024	45,000	7.50%	87,188	132,188		2,280,000
11/1/2024		7.50%	85,500	85,500	217,688	2,280,000
5/1/2025	50,000	7.50%	85,500	135,500		2,230,000
11/1/2025		7.50%	83,625	83,625	219,125	2,230,000
5/1/2026	55,000	7.50%	83,625	138,625		2,175,000
11/1/2026		7.50%	81,563	81,563	220,188	2,175,000
5/1/2027	60,000	7.50%	81,563	141,563		2,115,000
11/1/2027		7.50%	79,313	79,313	220,875	2,115,000
5/1/2028	65,000	7.50%	79,313	144,313		2,050,000
11/1/2028		7.50%	76,875	76,875	221,188	2,050,000
5/1/2029	70,000	7.50%	76,875	146,875		1,980,000
11/1/2029		7.50%	74,250	74,250	221,125	1,980,000
5/1/2030	75,000	7.50%	74,250	149,250		1,905,000
11/1/2030		7.50%	71,438	71,438	220,688	1,905,000
5/1/2031	80,000	7.50%	71,438	151,438		1,825,000

STATEMENT 5
WATERLEAF CDD
\$2,630,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
						g
11/1/2031		7.50%	68,438	68,438	219,875	1,825,000
5/1/2032	85,000	7.50%	68,438	153,438		1,740,000
11/1/2032		7.50%	65,250	65,250	218,688	1,740,000
5/1/2033	95,000	7.50%	65,250	160,250		1,645,000
11/1/2033		7.50%	61,688	61,688	221,938	1,645,000
5/1/2034	100,000	7.50%	61,688	161,688		1,545,000
11/1/2034		7.50%	57,938	57,938	219,625	1,545,000
5/1/2035	110,000	7.50%	57,938	167,938		1,435,000
11/1/2035		7.50%	53,813	53,813	221,750	1,435,000
5/1/2036	115,000	7.50%	53,813	168,813		1,320,000
11/1/2036		7.50%	49,500	49,500	218,313	1,320,000
5/1/2037	125,000	7.50%	49,500	174,500		1,195,000
11/1/2037		7.50%	44,813	44,813	219,313	1,195,000
5/1/2038	135,000	7.50%	44,813	179,813		1,060,000
11/1/2038		7.50%	39,750	39,750	219,563	1,060,000
5/1/2039	145,000	7.50%	39,750	184,750		915,000
11/1/2039		7.50%	34,313	34,313	219,063	915,000
5/1/2040	155,000	7.50%	34,313	189,313		760,000
11/1/2040		7.50%	28,500	28,500	217,813	760,000
5/1/2041	170,000	7.50%	28,500	198,500		590,000
11/1/2041		7.50%	22,125	22,125	220,625	590,000
5/1/2042	185,000	7.50%	22,125	207,125		405,000
11/1/2042		7.50%	15,188	15,188	222,313	405,000
5/1/2043	195,000	7.50%	15,188	210,188		210,000
11/1/2043		7.50%	7,875	7,875	218,063	210,000
5/1/2044	210,000	7.50%	7,875	217,875		-
11/1/2044	-	7.50%	-	-	217,875	-
Total	\$ 2,630,000		\$ 4,206,019	\$ 6,836,019	\$ 6,836,019	

Footnote:

Max annual ds: 222,688

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 6
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2013 A-2

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - OFF ROLL	\$ 9,907
CAPITALIZED INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
LESS: DISCOUNT ASSESSMENTS	(396)
TOTAL REVENUE	9,511
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	198
INTEREST EXPENSE	
05/01/21	1,500
11/01/21	1,313
PRINCIPAL RETIREMENT	
05/01/21	5,000
TOTAL EXPENDITURES	8,011
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	1,500
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 1,500

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots

Lot Width	Units	ERU	Total ERU	% ERU	Annual Assmt	Assmt/Unit
50	69	1.00	69.00	30.97%	2,884	1,341
60	50	1.20	60.00	26.93%	2,508	1,609
70	67	1.40	93.80	42.10%	3,921	1,877
Total	186		222.80	100.00%	9,313	\$1,606

MADS Assmt. per ERU - net 41.80
MADS Assmt. per ERU - gross 44.47
Total revenue - gross 9,907.49

STATEMENT 7
WATERLEAF CDD
\$3,470,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-2
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Annual Debt Service		Bonds Outstanding
				Debt Service /(a)	/(a)	
5/1/2017	5,000	7.50%	2,250	7,250		55,000
11/1/2017		7.50%	2,063	2,063	9,313	55,000
5/1/2018	5,000	7.50%	2,063	7,063		50,000
11/1/2018		7.50%	1,875	1,875	8,938	50,000
5/1/2019	5,000	7.50%	1,875	6,875		45,000
11/1/2019		7.50%	1,688	1,688	8,563	45,000
5/1/2020	5,000	7.50%	1,688	6,688		40,000
11/1/2020		7.50%	1,500	1,500	8,188	40,000
5/1/2021	5,000	7.50%	1,500	6,500		35,000
11/1/2021		7.50%	1,313	1,313	7,813	35,000
5/1/2022	5,000	7.50%	1,313	6,313		30,000
11/1/2022		7.50%	1,125	1,125	7,438	30,000
5/1/2023	5,000	7.50%	1,125	6,125		25,000
11/1/2023		7.50%	938	938	7,063	25,000
5/1/2024	5,000	7.50%	938	5,938		20,000
11/1/2024		7.50%	750	750	6,688	20,000
5/1/2025	5,000	7.50%	750	5,750		15,000
11/1/2025		7.50%	563	563	6,313	15,000
5/1/2026	5,000	7.50%	563	5,563		10,000
11/1/2026		7.50%	375	375	5,938	10,000
5/1/2027	5,000	7.50%	375	5,375		5,000
11/1/2027		7.50%	188	188	5,563	5,000
5/1/2028	5,000	7.50%	188	5,188		-
11/1/2028		7.50%	-	-	5,188	-
Total	\$ 60,000		\$ 41,288	\$ 101,288	\$ 101,288	

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

Max annual ds: 9,313

**STATEMENT 8
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2013 A-3**

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - OFF ROLL (NET)	84,165
CAPITALIZED INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
LESS: DISCOUNT ASSESSMENTS	-
TOTAL REVENUE	84,165
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	-
INTEREST EXPENSE	
11/01/20	-
05/01/21	34,515
11/01/21	33,930
PRINCIPAL RETIREMENT	
05/01/21	15,000
TOTAL EXPENDITURES	83,445
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	720
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 720

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots (Phase 3 and beyond)

Lot Width	Units	ERU	Total ERU	% EDU	Annual Assmt	Annual Assmt/Unit
50	110	1.00	110.0	26.96%	\$50,131	\$456
60	150	1.00	150.0	36.76%	\$68,360	\$456
70	148	1.00	148.0	36.27%	\$67,449	\$456
Total	408		408.00	100.00%	\$185,940	\$456

MADS Assmt. per ERU - net 455.74
MADS Assmt. per ERU - gross 495.37
Total revenue - gross 202,110.78

STATEMENT 9
WATERLEAF CDD
\$2,040,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-3
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
5/1/2018	-	7.80%	35,295	35,295		905,000
11/1/2018	-	7.80%	35,295	35,295	70,590	905,000
5/1/2019	10,000	7.80%	35,295	45,295		895,000
11/1/2019	-	7.80%	34,905	34,905	80,200	895,000
5/1/2020	10,000	7.80%	34,905	44,905		885,000
11/1/2020	-	7.80%	34,515	34,515	79,420	885,000
5/1/2021	15,000	7.80%	34,515	49,515		870,000
11/1/2021	-	7.80%	33,930	33,930	83,445	870,000
5/1/2022	15,000	7.80%	33,930	48,930		855,000
11/1/2022	-	7.80%	33,345	33,345	82,275	855,000
5/1/2023	15,000	7.80%	33,345	48,345		840,000
11/1/2023	-	7.80%	32,760	32,760	81,105	840,000
5/1/2024	15,000	7.80%	32,760	47,760		825,000
11/1/2024	-	7.80%	32,175	32,175	79,935	825,000
5/1/2025	20,000	7.80%	32,175	52,175		805,000
11/1/2025	-	7.80%	31,395	31,395	83,570	805,000
5/1/2026	20,000	7.80%	31,395	51,395		785,000
11/1/2026	-	7.80%	30,615	30,615	82,010	785,000
5/1/2027	20,000	7.80%	30,615	50,615		765,000
11/1/2027	-	7.80%	29,835	29,835	80,450	765,000
5/1/2028	20,000	7.80%	29,835	49,835		745,000
11/1/2028	-	7.80%	29,055	29,055	78,890	745,000
5/1/2029	25,000	7.80%	29,055	54,055		720,000
11/1/2029	-	7.80%	28,080	28,080	82,135	720,000
5/1/2030	25,000	7.80%	28,080	53,080		695,000
11/1/2030	-	7.80%	27,105	27,105	80,185	695,000
5/1/2031	30,000	7.80%	27,105	57,105		665,000
11/1/2031	-	7.80%	25,935	25,935	83,040	665,000
5/1/2032	30,000	7.80%	25,935	55,935		635,000
11/1/2032	-	7.80%	24,765	24,765	80,700	635,000
5/1/2033	35,000	7.80%	24,765	59,765		600,000
11/1/2033	-	7.80%	23,400	23,400	83,165	600,000
5/1/2034	35,000	7.80%	23,400	58,400		565,000
11/1/2034	-	7.80%	22,035	22,035	80,435	565,000
5/1/2035	40,000	7.80%	22,035	62,035		525,000
11/1/2035	-	7.80%	20,475	20,475	82,510	525,000
5/1/2036	40,000	7.80%	20,475	60,475		485,000
11/1/2036	-	7.80%	18,915	18,915	79,390	485,000
5/1/2037	45,000	7.80%	18,915	63,915		440,000
11/1/2037	-	7.80%	17,160	17,160	81,075	440,000
5/1/2038	50,000	7.80%	17,160	67,160		390,000
11/1/2038	-	7.80%	15,210	15,210	82,370	390,000
5/1/2039	55,000	7.80%	15,210	70,210		335,000
11/1/2039	-	7.80%	13,065	13,065	83,275	335,000
5/1/2040	55,000	7.80%	13,065	68,065		280,000
11/1/2040	-	7.80%	10,920	10,920	78,985	280,000
5/1/2041	60,000	7.80%	10,920	70,920		220,000
11/1/2041	-	7.80%	8,580	8,580	79,500	220,000
5/1/2042	65,000	7.80%	8,580	73,580		155,000
11/1/2042	-	7.80%	6,045	6,045	79,625	155,000
5/1/2043	75,000	7.80%	6,045	81,045		80,000
11/1/2043	-	7.80%	3,120	3,120	84,165	80,000
5/1/2044	80,000	7.80%	3,120	83,120		-
11/1/2044	-	7.80%	-	-	83,120	-
Total	\$ 905,000		\$ 1,280,565	\$ 2,185,565	\$ 2,185,565	

STATEMENT 10
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
\$2,715,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2014

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL (GROSS)	\$211,229
CAPITALIZED INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
LESS: DISCOUNT ASSESSMENTS	(8,449)
TOTAL REVENUE	202,779
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	4,225
INTEREST EXPENSE	
05/01/21	72,686
11/01/21	71,224
PRINCIPAL RETIREMENT	
05/01/21	50,000
TOTAL EXPENDITURES	198,135
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	4,640
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 4,640

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots (Phase 3 and beyond)

Lot Width	Units	ERU	Total ERU	% EDU	Assmt	Assmt/Unit
50	141	1.00	141.0	72.31%	\$143,571	\$1,018
60	45	1.20	54.0	27.69%	\$54,984	\$1,222
Total	186		195.00	100.00%	198,555	

MADS Assmt. per ERU - net 1,018.23
MADS Assmt. per ERU - gross 1,083.22
Total revenue - gross 211,228.56

STATEMENT 11
WATERLEAF CDD
\$2,715,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2014A
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
10/15/2014						2,715,000
5/1/2015	25,000	5.85%	86,473	111,473	111,473	2,690,000
11/1/2015		5.85%	78,683	78,683		2,690,000
5/1/2016	35,000	5.85%	78,683	113,683	192,365	2,655,000
11/1/2016		5.85%	77,659	77,659		2,655,000
5/1/2017	40,000	5.85%	77,659	117,659	195,318	2,615,000
11/1/2017		5.85%	76,489	76,489		2,615,000
5/1/2018	40,000	5.85%	76,489	116,489	192,978	2,575,000
11/1/2018		5.85%	75,319	75,319		2,575,000
5/1/2019	45,000	5.85%	75,319	120,319	195,638	2,530,000
11/1/2019		5.85%	74,003	74,003		2,530,000
5/1/2020	45,000	5.85%	74,003	119,003	193,005	2,485,000
11/1/2020		5.85%	72,686	72,686		2,485,000
5/1/2021	50,000	5.85%	72,686	122,686	195,373	2,435,000
11/1/2021		5.85%	71,224	71,224		2,435,000
5/1/2022	50,000	5.85%	71,224	121,224	192,448	2,385,000
11/1/2022		5.85%	69,761	69,761		2,385,000
5/1/2023	55,000	5.85%	69,761	124,761	194,523	2,330,000
11/1/2023		5.85%	68,153	68,153		2,330,000
5/1/2024	60,000	5.85%	68,153	128,153	196,305	2,270,000
11/1/2024		5.85%	66,398	66,398		2,270,000
5/1/2025	60,000	5.85%	66,398	126,398	192,795	2,210,000
11/1/2025		5.85%	64,643	64,643		2,210,000
5/1/2026	65,000	5.85%	64,643	129,643	194,285	2,145,000
11/1/2026		5.85%	62,741	62,741		2,145,000
5/1/2027	70,000	5.85%	62,741	132,741	195,483	2,075,000
11/1/2027		5.85%	60,694	60,694		2,075,000
5/1/2028	75,000	5.85%	60,694	135,694	196,388	2,000,000
11/1/2028		5.85%	58,500	58,500		2,000,000
5/1/2029	80,000	5.85%	58,500	138,500	197,000	1,920,000
11/1/2029		5.85%	56,160	56,160		1,920,000
5/1/2030	85,000	5.85%	56,160	141,160	197,320	1,835,000
11/1/2030		5.85%	53,674	53,674		1,835,000
5/1/2031	85,000	5.85%	53,674	138,674	192,348	1,750,000
11/1/2031		5.85%	51,188	51,188		1,750,000
5/1/2032	95,000	5.85%	51,188	146,188	197,375	1,655,000
11/1/2032		5.85%	48,409	48,409		1,655,000
5/1/2033	100,000	5.85%	48,409	148,409	196,818	1,555,000
11/1/2033		5.85%	45,484	45,484		1,555,000
5/1/2034	105,000	5.85%	45,484	150,484	195,968	1,450,000

STATEMENT 11
WATERLEAF CDD
\$2,715,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2014A
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
11/1/2034		5.85%	42,413	42,413		1,450,000
5/1/2035	110,000	5.85%	42,413	152,413	194,825	1,340,000
11/1/2035		5.85%	39,195	39,195		1,340,000
5/1/2036	115,000	5.85%	39,195	154,195	193,390	1,225,000
11/1/2036		5.85%	35,831	35,831		1,225,000
5/1/2037	125,000	5.85%	35,831	160,831	196,663	1,100,000
11/1/2037		5.85%	32,175	32,175		1,100,000
5/1/2038	130,000	5.85%	32,175	162,175	194,350	970,000
11/1/2038		5.85%	28,373	28,373		970,000
5/1/2039	140,000	5.85%	28,373	168,373	196,745	830,000
11/1/2039		5.85%	24,278	24,278		830,000
5/1/2040	150,000	5.85%	24,278	174,278	198,555	680,000
11/1/2040		5.85%	19,890	19,890		680,000
5/1/2041	155,000	5.85%	19,890	174,890	194,780	525,000
11/1/2041		5.85%	15,356	15,356		525,000
5/1/2042	165,000	5.85%	15,356	180,356	195,713	360,000
11/1/2042		5.85%	10,530	10,530		360,000
5/1/2043	175,000	5.85%	10,530	185,530	196,060	185,000
11/1/2043		5.85%	5,411	5,411		185,000
5/1/2044	185,000	5.85%	5,411	190,411	195,823	-
11/1/2044	-	5.85%	-	-		-
Total	\$ 2,715,000		\$ 3,057,103	\$ 5,772,103	\$ 5,772,103	

Footnote:

Max annual ds: 198,555

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 12
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
\$2,080,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-1

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL (GROSS)	\$151,143
CAPITALIZED INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	300
LESS: DISCOUNT ASSESSMENTS	(6,046)
TOTAL REVENUE	145,398
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	3,023
INTEREST EXPENSE	
05/01/21	51,681
11/01/21	50,981
PRINCIPAL RETIREMENT	
05/01/21	35,000
TOTAL EXPENDITURES	140,685
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	4,710
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 4,710

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots (Phase 3 and beyond)

Lot Width	Units	ERU	Total ERU	% EDU	Assmt	Assmt/Unit
60	38	1.20	45.6	32.07%	\$45,560	\$1,199
70	69	1.40	96.6	67.93%	\$96,515	\$1,399
Total	107		142.20	100.00%	142,075	

MADS Assmt. per ERU - net 999.12
MADS Assmt. per ERU - gross 1,062.89
Total revenue - gross 151,143.47

STATEMENT 13
WATERLEAF CDD
\$2,080,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2016A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
6/30/2016						2,080,000
11/1/2016			36,556	36,556	36,556	2,080,000
5/1/2017	30,000	4.000%	54,381	84,381		2,050,000
11/1/2017		4.000%	53,781	53,781	138,163	2,050,000
5/1/2018	35,000	4.000%	53,781	88,781		2,015,000
11/1/2018		4.000%	53,081	53,081	141,863	2,015,000
5/1/2019	35,000	4.000%	53,081	88,081		1,980,000
11/1/2019		4.000%	52,381	52,381	140,463	1,980,000
5/1/2020	35,000	4.000%	52,381	87,381		1,945,000
11/1/2020		4.000%	51,681	51,681	139,063	1,945,000
5/1/2021	35,000	4.000%	51,681	86,681		1,910,000
11/1/2021		4.000%	50,981	50,981	137,663	1,910,000
5/1/2022	40,000	4.625%	50,981	90,981		1,870,000
11/1/2022		4.625%	50,056	50,056	141,038	1,870,000
5/1/2023	40,000	4.625%	50,056	90,056		1,830,000
11/1/2023		4.625%	49,131	49,131	139,188	1,830,000
5/1/2024	40,000	4.625%	49,131	89,131		1,790,000
11/1/2024		4.625%	48,206	48,206	137,338	1,790,000
5/1/2025	45,000	4.625%	48,206	93,206		1,745,000
11/1/2025		4.625%	47,166	47,166	140,372	1,745,000
5/1/2026	45,000	4.625%	47,166	92,166		1,700,000
11/1/2026		4.625%	46,125	46,125	138,291	1,700,000
5/1/2027	50,000	5.300%	46,125	96,125		1,650,000
11/1/2027		5.300%	44,800	44,800	140,925	1,650,000
5/1/2028	50,000	5.300%	44,800	94,800		1,600,000
11/1/2028		5.300%	43,475	43,475	138,275	1,600,000
5/1/2029	55,000	5.300%	43,475	98,475		1,545,000
11/1/2029		5.300%	42,018	42,018	140,493	1,545,000
5/1/2030	55,000	5.300%	42,018	97,018		1,490,000
11/1/2030		5.300%	40,560	40,560	137,578	1,490,000
5/1/2031	60,000	5.300%	40,560	100,560		1,430,000
11/1/2031		5.300%	38,970	38,970	139,530	1,430,000
5/1/2032	65,000	5.300%	38,970	103,970		1,365,000
11/1/2032		5.300%	37,248	37,248	141,218	1,365,000
5/1/2033	65,000	5.300%	37,248	102,248		1,300,000
11/1/2033		5.300%	35,525	35,525	137,773	1,300,000
5/1/2034	70,000	5.300%	35,525	105,525		1,230,000

STATEMENT 13
WATERLEAF CDD
\$2,080,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2016A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
11/1/2034		5.300%	33,670	33,670	139,195	1,230,000
5/1/2035	75,000	5.300%	33,670	108,670		1,155,000
11/1/2035		5.300%	31,683	31,683	140,353	1,155,000
5/1/2036	80,000	5.300%	31,683	111,683		1,075,000
11/1/2036		5.300%	29,563	29,563	141,245	1,075,000
5/1/2037	85,000	5.500%	29,563	114,563		990,000
11/1/2037		5.500%	27,225	27,225	141,788	990,000
5/1/2038	85,000	5.500%	27,225	112,225		905,000
11/1/2038		5.500%	24,888	24,888	137,113	905,000
5/1/2039	90,000	5.500%	24,888	114,888		815,000
11/1/2039		5.500%	22,413	22,413	137,300	815,000
5/1/2040	100,000	5.500%	22,413	122,413		715,000
11/1/2040		5.500%	19,663	19,663	142,075	715,000
5/1/2041	105,000	5.500%	19,663	124,663		610,000
11/1/2041		5.500%	16,775	16,775	141,438	610,000
5/1/2042	110,000	5.500%	16,775	126,775		500,000
11/1/2042		5.500%	13,750	13,750	140,525	500,000
5/1/2043	115,000	5.500%	13,750	128,750		385,000
11/1/2043		5.500%	10,588	10,588	139,338	385,000
5/1/2044	120,000	5.500%	10,588	130,588		265,000
11/1/2044		5.500%	7,288	7,288	137,875	265,000
5/1/2045	130,000	5.500%	7,288	137,288		135,000
11/1/2045		5.500%	3,713	3,713	141,000	135,000
5/1/2046	135,000	5.500%	3,713	138,713		-
11/1/2046		5.500%	-	-	138,713	-
Total	\$ 2,080,000		\$ 2,143,739	\$ 4,223,739	\$ 4,223,739	

Footnote:

Max annual ds: 142,075

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 14
WATERLEAF CDD
FY 2021 PROPOSED BUDGET
\$2,230,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2017A-1

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL (GROSS)	166,988.96
CAPITALIZED INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
LESS: DISCOUNT ASSESSMENTS	(6,680)
TOTAL REVENUE	160,309
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	3,340
INTEREST EXPENSE	
05/01/21	60,734
11/01/21	59,859
PRINCIPAL RETIREMENT	
05/01/21	35,000
TOTAL EXPENDITURES	158,934
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	1,380
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 1,380

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in 4C, 6A & 6B

Lot Width	Units	ERU	Total ERU	% EDU	Assmt	Assmt/Unit
50	109	1.00	109.0	71.06%	\$111,536	\$1,023
60	37	1.20	44.4	28.94%	\$45,433	\$1,228
Total	146		153.40	100.00%	156,969	

MADS Assmt. per ERU - net 1,023.27
MADS Assmt. per ERU - gross 1,088.59
Total revenue - gross 166,988.96

STATEMENT 15
WATERLEAF CDD
\$2,230,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2017A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
11/30/2017						2,230,000
5/1/2018		5.000%	52,208	52,208		2,230,000
11/1/2018		5.000%	62,234	62,234	114,442	2,230,000
5/1/2019	30,000	5.000%	62,234	92,234		2,200,000
11/1/2019		5.000%	61,484	61,484	153,719	2,200,000
5/1/2020	30,000	5.000%	61,484	91,484		2,170,000
11/1/2020		5.000%	60,734	60,734	152,219	2,170,000
5/1/2021	35,000	5.000%	60,734	95,734		2,135,000
11/1/2021		5.000%	59,859	59,859	155,594	2,135,000
5/1/2022	35,000	5.000%	59,859	94,859		2,100,000
11/1/2022		5.000%	58,984	58,984	153,844	2,100,000
5/1/2023	40,000	5.000%	58,984	98,984		2,060,000
11/1/2023		5.000%	57,984	57,984	156,969	2,060,000
5/1/2024	40,000	5.000%	57,984	97,984		2,020,000
11/1/2024		5.000%	56,984	56,984	154,969	2,020,000
5/1/2025	40,000	5.000%	56,984	96,984		1,980,000
11/1/2025		5.000%	55,984	55,984	152,969	1,980,000
5/1/2026	45,000	5.000%	55,984	100,984		1,935,000
11/1/2026		5.000%	54,859	54,859	155,844	1,935,000
5/1/2027	45,000	5.000%	54,859	99,859		1,890,000
11/1/2027		5.000%	53,734	53,734	153,594	1,890,000
5/1/2028	50,000	5.000%	53,734	103,734		1,840,000
11/1/2028		5.625%	52,484	52,484	156,219	1,840,000
5/1/2029	50,000	5.625%	52,484	102,484		1,790,000
11/1/2029		5.625%	51,078	51,078	153,563	1,790,000
5/1/2030	55,000	5.625%	51,078	106,078		1,735,000
11/1/2030		5.625%	49,531	49,531	155,609	1,735,000
5/1/2031	55,000	5.625%	49,531	104,531		1,680,000
11/1/2031		5.625%	47,984	47,984	152,516	1,680,000
5/1/2032	60,000	5.625%	47,984	107,984		1,620,000
11/1/2032		5.625%	46,297	46,297	154,281	1,620,000
5/1/2033	65,000	5.625%	46,297	111,297		1,555,000
11/1/2033		5.625%	44,469	44,469	155,766	1,555,000
5/1/2034	70,000	5.625%	44,469	114,469		1,485,000
11/1/2034		5.625%	42,500	42,500	156,969	1,485,000
5/1/2035	70,000	5.625%	42,500	112,500		1,415,000
11/1/2035		5.625%	40,531	40,531	153,031	1,415,000

STATEMENT 15
WATERLEAF CDD
\$2,230,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2017A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
5/1/2036	75,000	5.625%	40,531	115,531		1,340,000
11/1/2036		5.625%	38,422	38,422	153,953	1,340,000
5/1/2037	80,000	5.625%	38,422	118,422		1,260,000
11/1/2037		5.625%	36,172	36,172	154,594	1,260,000
5/1/2038	85,000	5.625%	36,172	121,172		1,175,000
11/1/2038		5.750%	33,781	33,781	154,953	1,175,000
5/1/2039	90,000	5.750%	33,781	123,781		1,085,000
11/1/2039		5.750%	31,194	31,194	154,975	1,085,000
5/1/2040	95,000	5.750%	31,194	126,194		990,000
11/1/2040		5.750%	28,463	28,463	154,656	990,000
5/1/2041	100,000	5.750%	28,463	128,463		890,000
11/1/2041		5.750%	25,588	25,588	154,050	890,000
5/1/2042	105,000	5.750%	25,588	130,588		785,000
11/1/2042		5.750%	22,569	22,569	153,156	785,000
5/1/2043	115,000	5.750%	22,569	137,569		670,000
11/1/2043		5.750%	19,263	19,263	156,831	670,000
5/1/2044	120,000	5.750%	19,263	139,263		550,000
11/1/2044		5.750%	15,813	15,813	155,075	550,000
5/1/2045	125,000	5.750%	15,813	140,813		425,000
11/1/2045		5.750%	12,219	12,219	153,031	425,000
5/1/2046	135,000	5.750%	12,219	147,219		290,000
11/1/2046		5.750%	8,338	8,338	155,556	290,000
5/1/2047	140,000	5.750%	8,338	148,338		150,000
11/1/2047		5.750%	4,313	4,313	152,650	150,000
5/1/2048	150,000	5.750%	4,313	154,313		-
11/1/2048		5.750%	-	-	154,313	-
Total	\$ 2,230,000		\$ 2,519,908	\$ 4,749,908	\$ 4,749,908	

Footnote:

Max annual ds: 156,969

(a) Data herein for the CDD's budgetary process purposes only.

EXHIBIT 2.

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Waterleaf Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019-2020 and/or revised projections for fiscal year 2020-2021.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

Waterleaf Community Development District for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of \$_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
Total Reserve Fund	\$ _____
Total Debt Service Funds	\$ _____
Total All Funds*	\$ _____

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 11, 2020.

Attested By:

**Waterleaf Community
Development District**

Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit A: FY 2020-2021 Adopted Budget

EXHIBIT 3.

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEAF COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2020-2021 attached hereto as **Exhibit A (“FY 2020-2021 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2020-2021 Budget;

WHEREAS, the provision of the activities described in the FY 2020-2021 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2020-2021 Budget (“**O&M Assessments**”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2020-2021 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2020-2021 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2020-2021 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2020-2021 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
 - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. Debt Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the Debt

Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than December 1, 2020
 2. 25% due no later than February 1, 2021
 3. 25% due no later than May 1, 2021
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2020-2021 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than December 1, 2020
 2. 25% due no later than February 1, 2021
 3. 25% due no later than April 1, 2021
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

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

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 11, 2020.

Attested By:

**Waterleaf Community
Development District**

Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit A: FY 2020-2021 Budget

EXHIBIT 4.

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 Tonya Elliot Moore of DPFG (called **CLIENT**), property located south of Big Bend Rd. and west of Balm Riverview Rd., Riverview, FL. This **CONTRACT** covers **TWENTY-TWO (22)** 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	\$ 1,350.00/Monthly
b. Submerged/Emergent Vegetation Control Program	\$ See Below
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
Four Million Dollar Insurance Coverage Including Professional	
h. Liability	\$ Included
TOTAL MONTHLY COST OF SERVICES	\$1,350.00/Monthly

COMPENSATION FOR SERVICES – INITIAL SUBMERGED VEGETATION TREATMENT:

A. One-time fee for three (3) Submerged Vegetation Treatments	\$8,350.00/One-time
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COLLECTION TERMS are as follows: After endorsement of this **CONTRACT** the Initial Submerged Vegetation Treatment will be due upon receipt of invoice, net 15 days, then an **Installment Program** can be entered into with **12 equal monthly payments of \$1,350.00 for Stormwater Pond Maintenance due by the 15th of each month** commencing with the month of **August 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 site visits with 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 INCLUDED FOR OPTION A:

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.). The specialty treatment for Submerged Vegetation will consist of 3 separate treatments to each pond, the treatments will be performed 30-60 days apart to ensure proper concentrations in the water column to control target species. Initial signs of effectiveness are not apparent for 30-60 days, but this type of treatment is longer lasting than any other form of treatment.

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. There is no guarantee of regrowth after the initial treatment, reintroduction of unwanted vegetation is always possible in aquatic environments.



GENERAL TERMS AND CONDITIONS

1. **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 is 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. **Ownership of Documents.** 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. **Cost Estimates.** 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. **Deposit.** 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. **Terms of Fees Quoted.** 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. **Liability.** 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. **Governmental Acts.** 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. **Entire Agreement; Amendment.** 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. **Termination Prior to Completion.** 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. **Attorneys' Fees.** 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. **Governing Law and Venue.** 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. **Legal Construction.** 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. **Binding Effect.** 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. **Copyright Notice.** 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.

Mona G. Francis 7/23/20
MERYMAN ENVIRONMENTAL ENDORSEMENT DATE

CLIENT AND/OR OWNER ENDORSEMENT DATE

Please sign and return the original

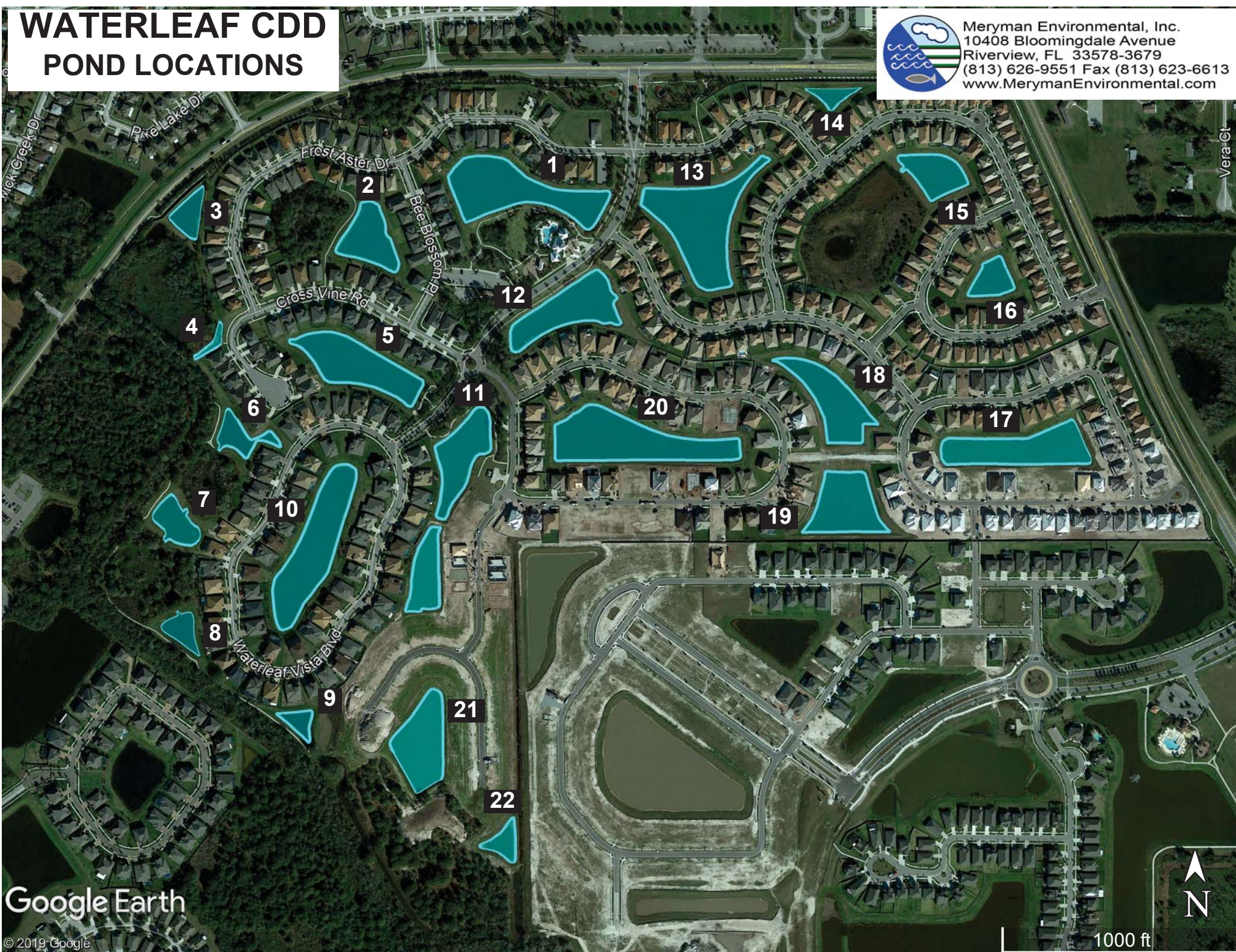
Retain a copy for your files

WATERLEAF CDD

POND LOCATIONS



Meryman Environmental, Inc.
10408 Bloomingdale Avenue
Riverview, FL 33578-3679
(813) 626-9551 Fax (813) 623-6613
www.MerymanEnvironmental.com



Google Earth

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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 Tonya Elliot Moore of DPFG (called **CLIENT**), property located south of Big Bend Rd. and west of Balm Riverview Rd., Riverview, FL. This **CONTRACT** covers **TWENTY-TWO (22)** 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	\$ 1,350.00/Monthly
b. Submerged/Emergent Vegetation Control Program	\$ 700.00/Monthly
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 COST OF SERVICES	\$2,050.00/Monthly

COLLECTION TERMS are as follows: After endorsement of this **CONTRACT** an **Installment Program** can be entered into with **12 equal monthly payments of \$2,050.00 for Stormwater Pond Maintenance due by the 15th of each month** commencing with the month of **August 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 site visits with 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 INCLUDED FOR OPTION B:

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Submerged/Emergent Vegetation Control Program - Control of Submerged (below water) and Emergent (above water) Aquatic Vegetation (Hydrilla, Bushy Pondweed, Duckweed and Hairgrass, etc.). The specialty treatment for Submerged Vegetation will consist of 3 separate treatments to each pond, the treatments will be performed 30-60 days apart to ensure proper concentrations in the water column to control target species. Initial signs of effectiveness are not apparent for 30-60 days, but this type of treatment is longer lasting than any other form of treatment. Two ponds will be targeted each month with the specialty treatment starting on the ponds in the poorest condition. The specialty treatment includes 3 treatments per pond.

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.

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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. There is no guarantee of regrowth after the initial treatment, reintroduction of unwanted vegetation is always possible in aquatic environments.



GENERAL TERMS AND CONDITIONS

1. **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 is 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. **Ownership of Documents.** 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. **Cost Estimates.** Client does acknowledge 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. **Deposit.** 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. **Terms of Fees Quoted.** 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. **Liability.** 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. **Governmental Acts.** 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. **Entire Agreement; Amendment.** 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. **Termination Prior to Completion.** 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. **Attorneys' Fees.** 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. **Governing Law and Venue.** 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. **Legal Construction.** 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. **Binding Effect.** 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. **Copyright Notice.** 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.

	7/23/20
MERYMAN ENVIRONMENTAL ENDORSEMENT	DATE

CLIENT AND/OR OWNER ENDORSEMENT	DATE
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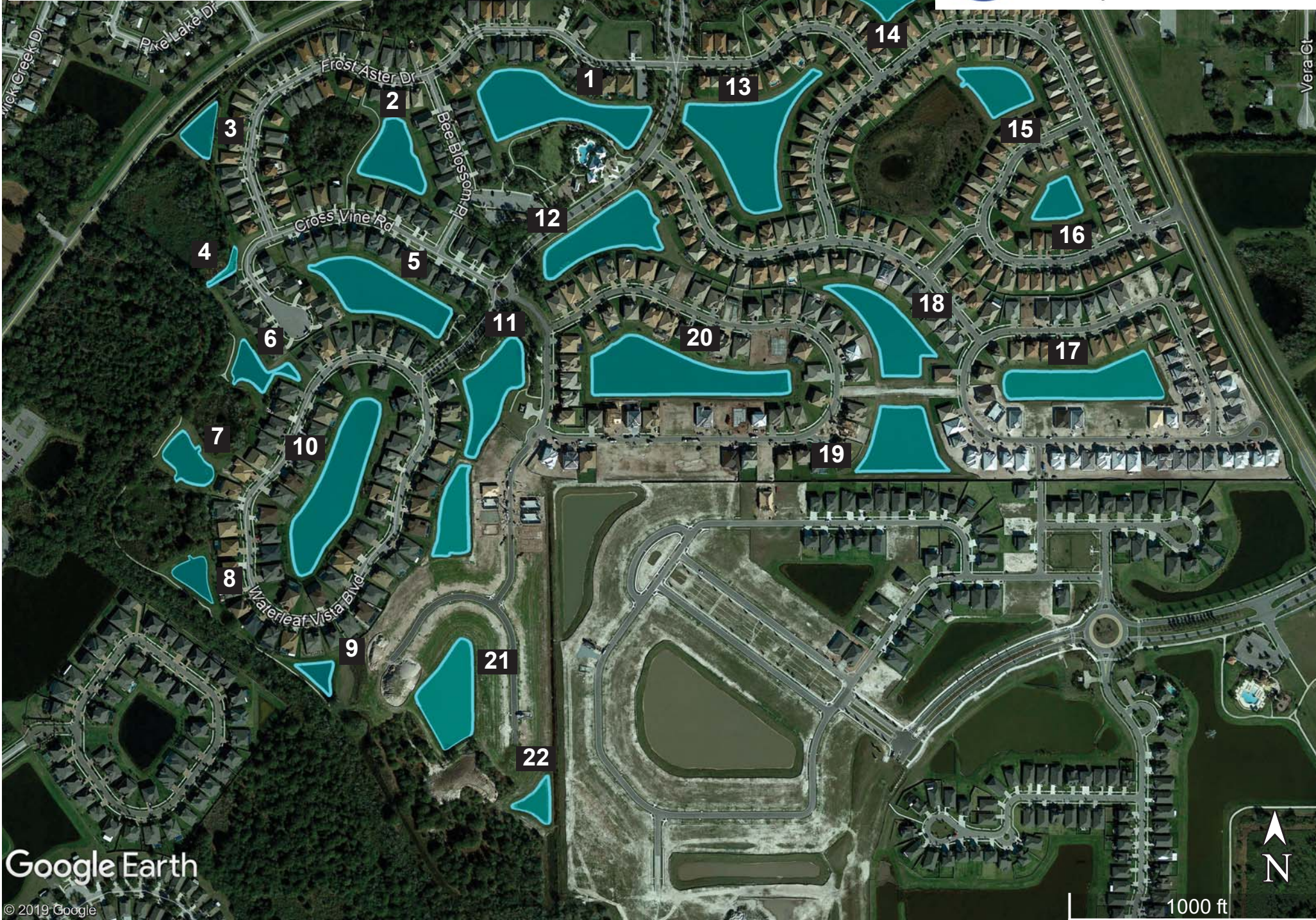
Please sign and return the original

Retain a copy for your files

WATERLEAF CDD POND LOCATIONS



Meryman Environmental, Inc.
10408 Bloomingdale Avenue
Riverview, FL 33578-3679
(813) 626-9551 Fax (813) 623-6613
www.MerymanEnvironmental.com



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Proposal C

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 Tonya Elliot Moore of DPFG (called **CLIENT**), property located south of Big Bend Rd. and west of Balm Riverview Rd., Riverview, FL. This **CONTRACT** covers **TWENTY-TWO (22)** 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	\$ Minimal Control
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
Four Million Dollar Insurance Coverage Including Professional	
h. Liability	\$ Included
TOTAL MONTHLY LUMP SUM COST OF SERVICES	\$1,780.00/Monthly

COLLECTION TERMS are as follows: After endorsement of this **CONTRACT** an **Installment Program** can be entered into with **12 equal monthly payments of \$1,780.00 for Stormwater Pond Maintenance due by the 15th of each month** commencing with the month of **August 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 site visits with 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 INCLUDED FOR OPTION C:

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 – Minimal Control of Submerged (below water) and Emergent (above water) Aquatic Vegetation (Hydrilla, Bushy Pondweed, Duckweed and Hairgrass, etc.). Overall control will take longer and will not be fully controlled without the specialty treatment to control the excessive amounts of Proliferating Spikerush (*Eleocharis baldwinii*) and other submerged vegetation.

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

1. **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 is 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. **Ownership of Documents.** 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. **Cost Estimates.** 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.
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10. **Liability.** 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. **Governmental Acts.** 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.
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15. **Governing Law and Venue.** 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. **Legal Construction.** 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. **Binding Effect.** 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. **Copyright Notice.** 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.

Mona J. Francis 7/23/20
MERYMAN ENVIRONMENTAL ENDORSEMENT DATE

CLIENT AND/OR OWNER ENDORSEMENT DATE

Please sign and return the original

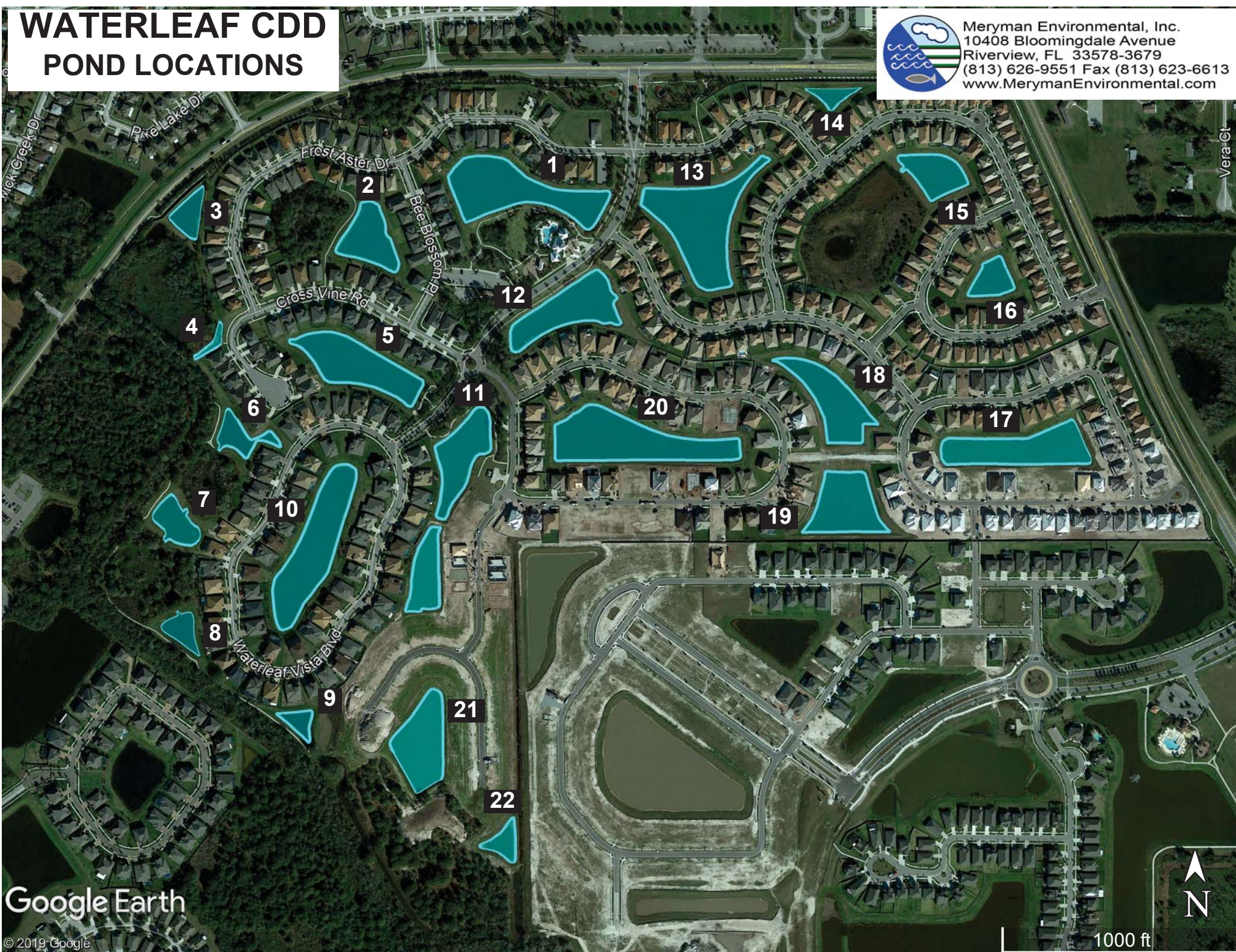
Retain a copy for your files

WATERLEAF CDD

POND LOCATIONS



Meryman Environmental, Inc.
10408 Bloomingdale Avenue
Riverview, FL 33578-3679
(813) 626-9551 Fax (813) 623-6613
www.MerymanEnvironmental.com



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Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and WaterLeaf CDD hereafter called "customer"

Customer: WaterLeaf CDD
C/O: DPFG
Contact: Mrs. Tonya Elliot Moore
Address: 15310 Amberly Dr suite 175 Tampa, FL 33647
Email: tonya.elliott-moore@dpfg.com
Phone: 813.418.7473

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

Twenty-two (22) Waterways located in the Waterleaf community located in Riverview, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twenty-Four (24) treatments a year as needed

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 9/01/20 thru 9/01/21.
Agreement will automatically renew as per Term and Conditions:

Monthly Lake Service Amount: \$1,620.00
Total Annual Maintenance Cost: \$19,440.00

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 T. Craig

07/15/2020

Accepted By

Date

Submitted by: Joe Craig

Date

Terms & 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 percent (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 by 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 (Monday-Friday) 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.



SERVICES CONTRACT

CUSTOMER NAME: Waterleaf CDD – c/o Tonya Elliott Moore, DPFG
PROPERTY NAME: Waterleaf CDD
CONTRACT DATE: July 22, 2020
SUBMITTED BY: Nick Viles
SPECIFICATIONS: Aquatic Plant Installation – Site #1 and #2

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$9,415.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterleaf CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

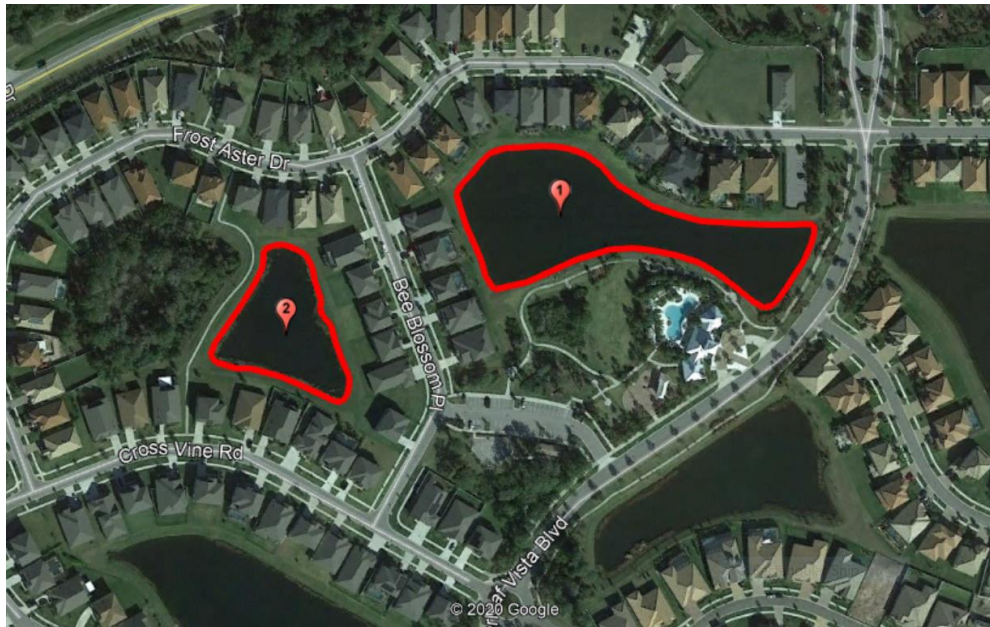
**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - AQUATIC VEGETATION INSTALLATION SERVICES

SPECIFICATIONS: Native aquatic plantings along the **2,593 linear feet** of shoreline in Ponds #1 and #2 at Waterleaf CDD located in Riverview, FL. Bareroot plants to be delivered and planted in accordance to specifications below.



Aquatic Vegetation Installation:

1. Contractor will install a mixture of the following aquatic vegetation in **three (3) rows** in 4"- 18" of water:
 - **Pickerelweed (*Pontederia cordata*)**
 - **Duck Potato (*Sagittaria lancifolia*)**
2. The plant species are suited to live and thrive in water less than 24" in depth.
3. All plants will be spaced 12-18 inches apart.
4. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
5. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.
6. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
7. All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than SOLitude Lake Management accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon

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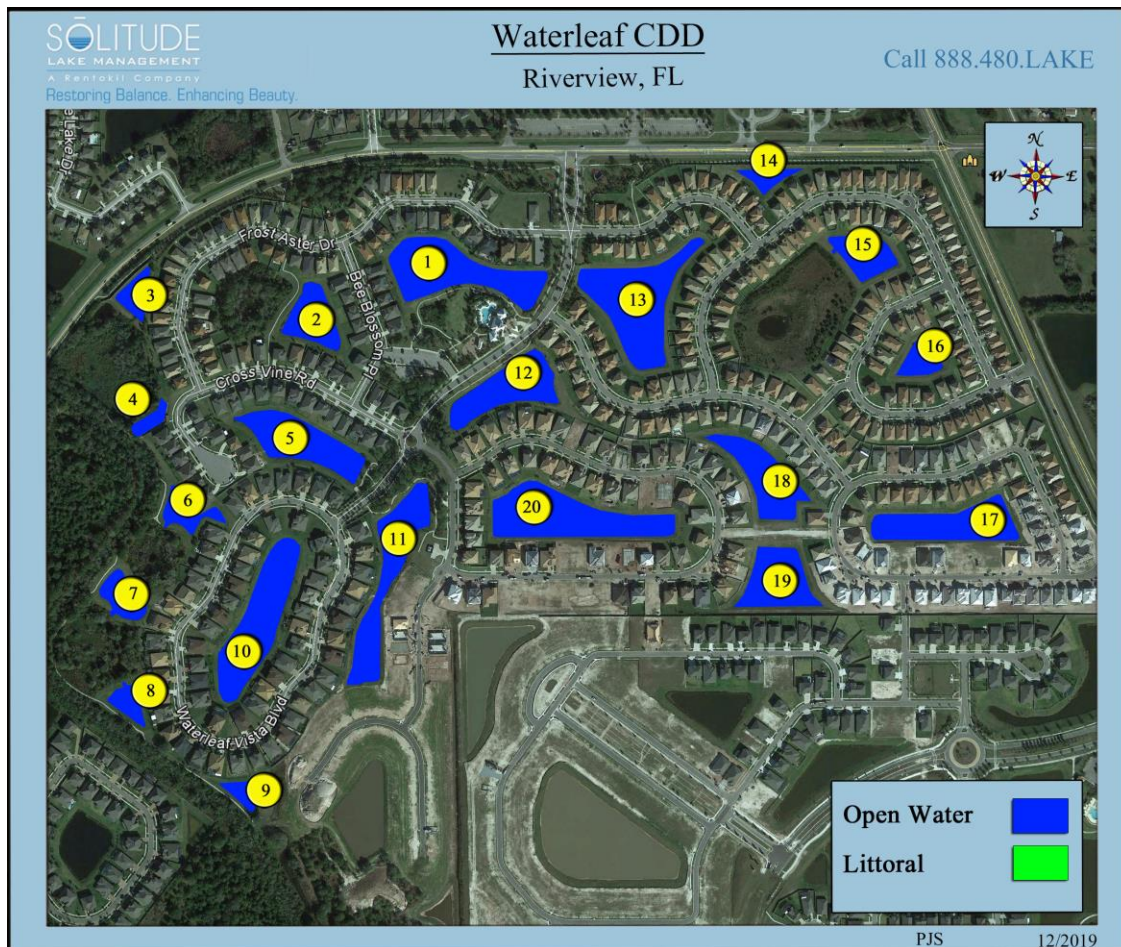
acceptance for maintenance, replanting (to 80% survivorship) shall be performed by SOLitude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.

8. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation that may be required due to weather or other environmental conditions.

General:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
4. Contractor will maintain general liability and workman's compensation insurance.
5. While SÖLititude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLititude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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SERVICES CONTRACT

CUSTOMER NAME: Waterleaf CDD – c/o Tonya Elliott Moore, DPFG
PROPERTY NAME: Waterleaf CDD
CONTRACT DATE: July 22, 2020
SUBMITTED BY: Nick Viles
SPECIFICATIONS: Alum Treatments – Sites #2, #3, #8, #13 and #18

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$32,000.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterleaf CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - ALUMINUM SULFATE TREATMENT SERVICES

SPECIFICATIONS: Alum Treatments for Sites #2, #3, #8, #13 and #18

Water Quality Restoration:

1. **Aluminum Sulfate (Alum)** will be applied to the pond(s) in two-parts, approximately 30 days apart (site #13 will be three-parts, 30 days apart). This is to reduce eutrophication and remove free radical phosphorus from the water column, thus reducing its availability in the pond and limiting the primary excess nutrient responsible for water quality degradation and excessive nuisance algae.

**** Clarity:** Typically, flocculent will form and settle within 48 hours, but high winds may generate water currents that keep the flocculent suspended for several weeks. To maintain long-term clarity, all flow of suspended solids into the lake must be stopped. SOLitude cannot be responsible for increased turbidity as a result of runoff or flow into the lake after our clarification treatment.

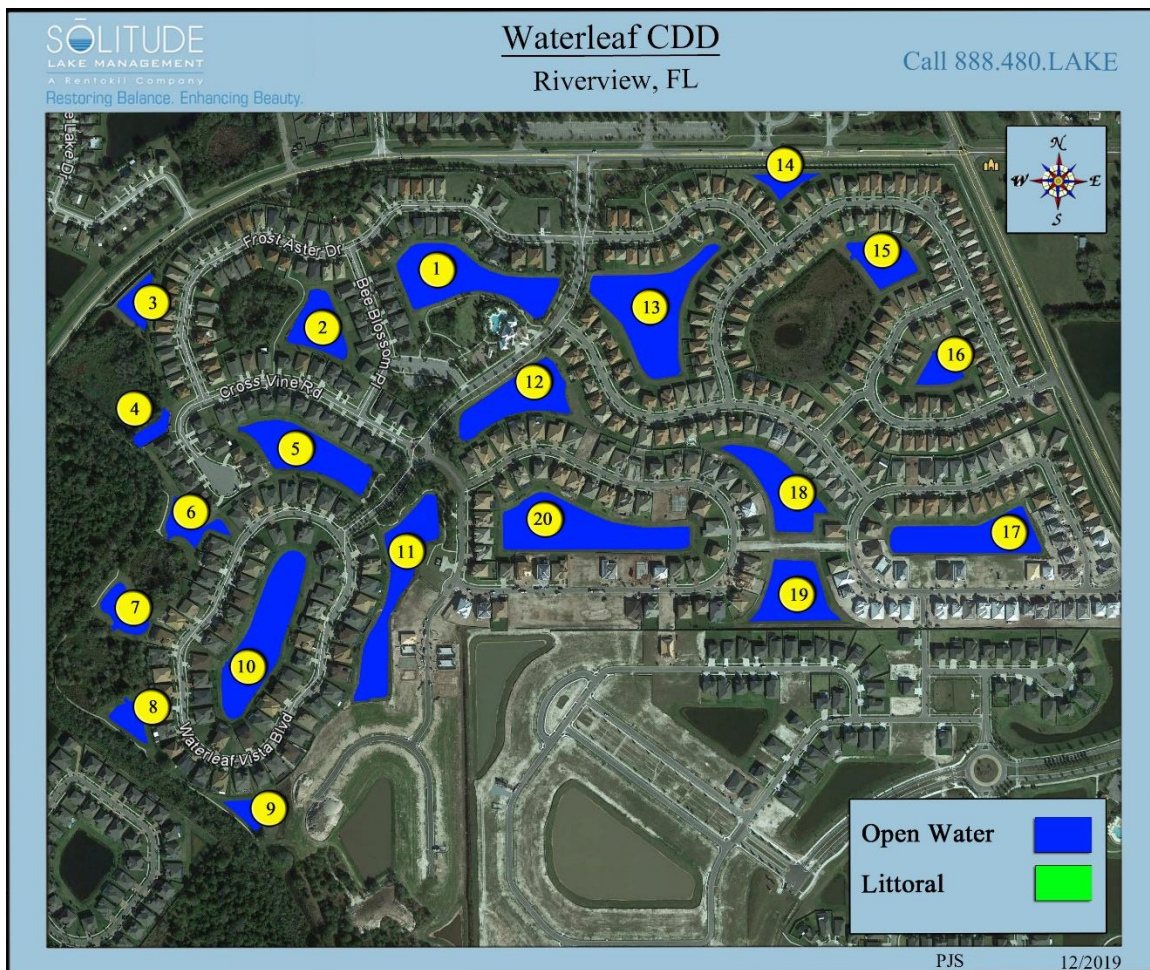
General Terms:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a **SePRO Preferred Applicator** and dedicated **Steward of Water**. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Water (CCIS).

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7. Contractor is a National Stormwater Center Certified Stormwater Inspector.
8. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
9. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
10. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
11. Contractor will maintain general liability and workman's compensation insurance.



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EXHIBIT 5.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES



Adopted: _____

Contents

Part I. Amenity Facility Policies	5
A. ENFORCEMENT AND AMENDMENT OF AMENITY FACILITY POLICY	5
B. DEFINITIONS	5
C. HOURS OF OPERATION	6
D. AUTHORIZED USERS	7
1. Residents	7
2. Non-Residents	7
3. Renter's Privileges	7
4. Guests	8
5. Registration / Disclaimer	8
E. GATE ACCESS DEVICES, OR GADS	9
1. Use of GADs, or Passcodes	9
2. Issuance of GADs, or Passcodes	9
3. Non-Transferrable	9
4. Lost or Stolen GADs	9
F. FACILITY RESERVATION POLICIES	9
1. Members Only	9
2. Reservation of Amenity Facilities:	10
3. Registration & Payment	10
4. Rates and Deposits	10
5. Computation of Reservation Time	10
6. Duration of Events	10
7. Available Hours	10
8. Capacity	11
9. Noise	11
10. Insurance	11

G. COMMUNITY PROGRAMMING.....	11
1. Resources.....	11
2. Members and Guests Only.....	12
3. Registration.....	12
4. Programs and Activities.....	12
5. Cancellation by the District.....	12
6. Refunds.....	12
H. GENERAL PROVISIONS	12
1. Emergencies.....	12
2. Credentials	13
3. General Rules	13
4. Pool Area Rules	15
5. Multi Purpose Field, Patio, Picnic Pavilion, and Outdoor Areas	17
6. Pond Areas Rules	17
7. Playground/Tot Lots Rules.....	18
8. Basketball Court Rules	19
9. Dog Park Rules	19
10. Fitness Trail Rules.....	20
I. PROPERTY DAMAGE	20
J. USE AT OWN RISK; INDEMNIFICATION.....	20
K. SOVEREIGN IMMUNITY.....	21
L. SEVERABILITY	21
M. AMENDMENTS / WAIVERS.....	21
Part II. Amenity Facility Rates	21
A. INTRODUCTION.	21
B. DEFINITIONS.	22
C. ANNUAL PASS.	22
D. RESERVATION RATES FOR OPEN AIR AMENITY CENTER.....	22

E. ACTIVITY AND PROGRAM RATES.	22
F. MISCELLANEOUS FEES.	22
G. Special Provisions.	23
1. Homeowner’s Association, Master Developer Meetings, and Community Events/Parties.	23
2. Additional Costs.	23
H. ADJUSTMENT OF RATES.....	23
I. PRIOR AMENITY POLICIES.....	23
J. SEVERABILITY.....	23
Part III. Amenities Disciplinary Policy.....	24
A. INTRODUCTION.	25
B. GENERAL POLICY.....	25
C. SUSPENSION OF RIGHTS.	25
D. AUTHORITY OF AMENITIES MANAGER.....	25

List of Tables

Table 1 - Reservation Rates for Amenity Center Areas	22
Table 2 - Miscellaneous fees.....	23

Attachments

ATTACHMENT A:	Registration Form
ATTACHMENT B:	Consent and Waiver Agreement

A. ENFORCEMENT AND AMENDMENT OF AMENITY FACILITY POLICY

The Board, the District Manager, and any designated District staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Members. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity

B. DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Adult” – any person 18 years of age or older.

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District’s amenity center, swimming pool, multi-purpose field, basketball court, playground, picnic pavilion, dog park, walking trails, fitness stations, and ponds, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenity Facility Policies” or “Policies” – shall mean all policies of the District relative to the Amenities, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

“Annual Pass” – may be purchased by a non-resident of the District for a fee established by the District for the non-exclusive right to use the Amenity Facilities. The amount of the Annual Pass is set forth in the District’s Amenity Facility Policy and included in the CDD’s O&M expenses charged to each property owner. Any non-resident with a valid Annual Pass shall be considered a Member.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Waterleaf Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean the immediate family members of a Resident, Renter, or Member, living in the same home together.

“Gate Access Device” or “GAD” – shall mean the identification card OR keys OR 4-digit amenities code issued to Members for access to the amenities; formerly referred to as Amenity Access Card, Pin, Passcode, Gate Clicker. When representing Gate Clicker, will be denoted by “physical GAD.”

“Guest” – shall mean a person lawfully on the premises of the Amenity Facilities as the visiting guest of, and accompanied at all times by, a Member.

“Non-Resident” – shall mean any person that does not own property and/or does not live within the District.

“Member” – shall mean any person or Family who has paid for and possesses an Annual Pass and/or is current in the payment of all other resident/owner dues and fees to the District.

“Owner” – Property owner who does not reside in the community;

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in an Owner’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District and living on that property.

“Wet Deck” – the area around a pool that surrounds and extends at least six (6) feet out from the edge of the pool.

C. HOURS OF OPERATION

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenity Facilities. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.

All amenities including, but not limited to, the below will be open from dawn until dusk, unless otherwise noted:

- Pool and Clubhouse
- Basketball Court
- Tot Lot / Playground
- Dog Park

D. AUTHORIZED USERS

Only Members and authorized guests are permitted to use/access amenities throughout the Waterleaf CDD.

1. Residents.

In order to become a Member, a Resident must pay for an Annual Pass and be current in payment of all dues applicable to Residents in order to have the right to use the Amenity Facilities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual Pass entitles the Resident to use the Amenities for one full fiscal year of the District.

2. Non-Residents.

In order to become a Member, a Non-Resident must pay for and possess an up-to-date Annual Pass, which will give the user the right to use the Amenity Facilities for one full year, which year begins from the date of receipt of payment by the District. This Annual Pass must be paid for in full before the Non-Resident may use the Amenity Facilities. Each subsequent Annual Pass shall be paid in full on the anniversary date of application.

3. Renter's Privileges.

Any homeowner permitting a Tenant (Renter) to occupy his/her dwelling must notify the District Manager. All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause that indicates the Tenant has received a copy of all District Rules and Regulations, and agrees to be bound by them. Homeowners may transfer their privileges for use of the Community Facilities to their Tenants by completing the Assignment of Use Form. A Tenant may not transfer privileges to another person. Upon transfer of privileges to a Tenant, the homeowner no longer has any privileges to the use of Community Facilities under that property, until such time that the District Manager is notified of termination of transfer and

the GADs for the Tenants are returned. In the event a home is sold, the homeowner's GAD is to be turned in to the District Manager. GADs will be deactivated and reissued to the new home owner.

- (a) A Renter who is designated as the co-beneficial user of the Resident's rights to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (b) Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.
- (c) Renters shall be subject to all rules and policies as the Board may adopt from time to time.

4. Guests.

Each Member household is allowed up to four (4) Guests at one time unless prior approval for additional Guests is given. Guests must be accompanied by a member of the household. Members 13 - 15 years of age may not have Guests unless they are accompanied by an Adult. Members 16-17 years of age may have one Guest.

5. Registration / Disclaimer.

In order to use the Amenity Facilities, each Member, all persons of a Member's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

All persons using the Amenity Facilities do so at their own risk and agree to abide by the policies for the use of the Amenity Facilities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenity Facilities or from the acts, omissions or negligence of other persons using the Amenity Facilities. MEMBERS are responsible for their actions and those of their Guests.

E. GATE ACCESS DEVICES, OR GADS

1. Use of GADs, or Passcodes.

Members in Waterleaf are assigned a 4-digit passcode to gain access to the Amenity Facilities. Upon arrival at the amenity center, Members will enter their access code into the code reader outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Member provide access code to another person to allow him or her to use the Amenity Facilities. If at any time a key fob or key card system is enacted, cards or fobs would be used at the card reader.

2. Issuance of GADs, or Passcodes.

Each Member household will receive two (2) physical GADs upon completion of registration with the District. Each Member may obtain additional physical GADs for any member of a Member's Family who is over eighteen (18) years of age and eligible to use the Amenity Facilities, with a maximum of four (4) physical GADs per household, and subject to payment of any applicable fees. Households will receive only one (1) GAD code.

3. Non-Transferrable.

GADs non-transferable except in accordance with the District's rules and policies.

4. Lost or Stolen GADs

All lost GADs need to be reported immediately to the District. If applicable, fees may apply to replace any lost or stolen GADs.

F. FACILITY RESERVATION POLICIES

Specific areas of the Amenity Center are available for private functions. Members must read, sign/initial and agree to follow the Private Rental Usage Policy before a request will be approved by the District Manager. Meeting and event dates will be subject to Amenity Facility availability. All clubs must be open to any Member and Family of those persons. Guests may be permitted to attend club functions on a limited basis with permission from District Manager. The following policies apply to the reservation of the Amenity Facilities:

1. Members Only.

Unless otherwise directed by the District, only Members may reserve the portions of the Amenity Facilities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenity Facilities for any particular reservation.

2. Reservation of Amenity Facilities:

The following Amenity Facilities are available for reservation:

- (a)** Multi-Purpose Field
- (b)** Outdoor covered patio area by the pool, inside the gate
- (c)** Outdoor cover patio area by the park, outside the gate

3. Registration & Payment.

At the time the reservation is made, one (1) check or money order (no cash) for the deposit, made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Member reserving the Amenities must sign and execute a Rental Agreement acceptable to the District at least three (3) weeks prior to the event date. Regardless of whether the Rental Agreement is executed, the Member is bound by the Rental Agreement, which is incorporated herein by this reference.

4. Rates and Deposits.

The rental rates and deposits for use of the Amenity Facilities are as set forth in the District's Amenity Facilities Policy. To receive the full refund of the deposit within 10 days after the party, the Member must:

- (a)** Remove all garbage, place in dumpster and replace garbage liners;
- (b)** Take down all decorations or event displays; and
- (c)** Otherwise clean the rented Amenity Facilities and restore them to their pre-reserved condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the reservation.

5. Computation of Reservation Time.

The rental time period is inclusive of set-up and clean-up time.

6. Duration of Events.

Unless otherwise authorized by the District, each reservation shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District. If the event lasts longer than four hours, the deposit is forfeited, unless previously authorized by the District.

7. Available Hours.

The Amenity Facilities may be reserved for parties and events during normal operating hours. All parties and events, including clean-up, at the amenity

center must conclude by the pool's closing hour.

8. Capacity.

At no time shall the occupancy of any party or event exceed 75% of the allowable capacity for the amenity center.

9. Noise.

The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes or use of Amenity Facilities.

10. Insurance.

Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Examples would include, but not be limited to, bounce houses, food vendors, etc.

The District and its supervisors, staff, and contractors are to be named on these policies as an additional insured party

11. Cancellation.

If the reservation holder wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than two (2) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than two (2) days prior to the event, only the security deposit will be returned.

Management reserves the right to make exceptions to this cancellation policy on a per case basis.

G. COMMUNITY PROGRAMMING

1. Resources.

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Members via a community bulletin board, District website or homeowner's association community website.

2. Members and Guests Only.

Unless otherwise directed by the District, programs will be open to Members and their Guests only, subject to payment of any applicable fees. Members may register Guests for programs; however, in order to provide Members with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

3. Registration.

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

4. Programs and Activities.

All programs and services, including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenity Facilities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed.

5. Cancellation by the District.

The District will notify Members if there is a need to change or cancel a program. If a program is cancelled by the District, Members will be issued a refund or credit on their account.

6. Refunds.

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, “no shows,” or after a program begins may not be approved.

H. GENERAL PROVISIONS

All Members and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District and as specified in the Code of Conduct.

1. Emergencies.

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager, at 813-374-9105.

2. Credentials

Amenity Facilities are for the use of Members and Guests. The Board, the District Manager, and any designated District staff may ask to inspect proper identification and those persons not showing it may be required to leave.

3. General Rules

Except as otherwise stated herein, the following rules govern the use of the Amenity Facilities generally:

- (a) **Registration and GADs.** All Members must register before gaining access to the amenity center, and use their assigned GAD upon entering the amenity center. GADs are only to be used by the Member to whom they are issued.
- (b) **Minors.** Except as otherwise stated herein, children under eighteen (18) years of age must be accompanied by an adult.
- (c) **Attire.** With the exception of the pool, wet areas, and restrooms where bathing suits are permitted, Members and Guests must be properly attired with shirts and shoes to use the Amenity Facilities.
- (d) **Food and Drink.** Food and drink will be limited to designated areas only.
- (e) **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenity Facilities, except at pre-approved special events. Members will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenity Facilities.
- (f) **No Smoking/Illegal Drugs.** Smoking, vaping, illegal drugs and paraphernalia are not permitted inside any building, or enclosed or fenced area.
- (g) **Pets.** Where service animals (as defined by Florida law) are permitted on the grounds, they must be leashed. Persons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- (h) **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenity Facilities within the District unless they are owned by the District.

- (i) **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- (j) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (k) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (l) **Courtesy.** Members and their Guests shall treat all staff members and other Members and Guests with courtesy and respect.
- (m) **Profanity.** Loud, profane or abusive language is prohibited.
- (n) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (o) **Equipment.** All equipment and supplies provided for use of the Amenity Facilities must be returned in good condition after use. Members are encouraged to let the staff know if an area of the Amenity Facilities or a piece of equipment is in need of cleaning or maintenance.
- (p) **Littering.** Members are responsible for cleaning up after themselves and helping to keep the Amenity Facilities clean at all times.
- (q) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District.
- (r) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (s) **Compliance with Laws.** All Members and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (t) **Surveillance.** Various areas of all Amenity Facilities may be under twenty-four (24) hour video surveillance.
- (u) **Grills.** Grills are only permitted in approved areas, including during approved events.
- (v) **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required. Bounce houses with water features are prohibited.
- (w) **Cellular Phones.** To prevent disturbance to others, use of cellular

telephones is limited while in the amenity center. Members and guests are asked to keep their ringers turned off or on vibrate while in the amenity center.

- (x) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Members or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
- (y) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.

4. Pool Area Rules

In addition to the General Rules, the following policies apply to the District's pool:

- (a) **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- (b) **Supervision of Children.** Children 15 years and younger must be accompanied by an Adult at all times for usage of the pool.
- (c) **Food and Drink.** Beverages, food, glass containers and breakable objects are not permitted in the pool and wet deck areas.
- (d) **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (e) **Diving.** Diving is strictly prohibited at the pool.
- (f) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard-approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. The District reserves the right to discontinue usage of such equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (g) **Entrances.** Pool entrances must be kept clear at all times. Gates must be kept closed at all times and are not to be propped open.
- (h) **Railings.** No swinging on ladders, fences, or railings is allowed.

- (i) **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
- (j) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (k) **Pets.** Pets, with the exception of service animals as defined by Florida law, are not permitted on the pool deck area inside the pool gates at any time.
- (l) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thong swimwear is permitted.
- (m) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (n) **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- (o) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (p) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (q) **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- (r) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- (s) **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- (t) **Reservations.** *The pool cannot be reserved for parties or other group*

functions.

5. Multi-Purpose Field, Patio, , Picnic Pavilion, and Outdoor Areas

In addition to the General Rules, the following policies apply:

First Come Basis. All areas are open for Member use unless a District Program or event, or a Member's approved reserved event, is taking place. Only specific areas are available for private reserve events.

- (a) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- (b) **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- (c) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- (d) **Pets.** Pets must be kept on leash and Members must pick up and dispose of pet waste in appropriate receptacles.
- (e) **Equipment.** Members and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
- (f) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
- (g) **Clean-Up.** Members and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

6. Pond Areas Rules

The ponds throughout the community are not designed for swimming or boating, but may be used by Members and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds.

The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

In addition to the General Rules, the following policies apply:

- (a) Please be respectful of the privacy of the residents living near the ponds.
- (b) Children under the age of sixteen (16) must be accompanied by

adults when fishing.

- (c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- (d) Do not leave fishing poles, lines, equipment or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- (e) Do not feed the wildlife anything, ever.
- (f) Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- (g) Swimming is prohibited in all ponds on District property.
- (h) No watercrafts of any kind are allowed in any of the ponds on District property.
- (i) Licensing requirements from other governmental agencies may apply. Check the regulations.

7. Playground/Tot Lots Rules

The community provides a playground area for Members and Guests to enjoy with their children. In addition to the General Rules, the following policies apply:

- (a) Members and Guests may use the playgrounds at their own risk.
- (b) For the safety of all children and adults, only children two (2) through twelve (12) years of age may use the playground equipment. Adult supervision is required for children using the playground. Children must remain in the sight of parents/guardians while using the playground.
- (c) Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (d) The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (e) No food, drinks (with the exception of water) or gum are permitted at the playground.
- (f) With the exception of service animals (as defined by Florida law), pets are not permitted.
- (g) No glass containers are permitted at the playground.
- (h) No jumping off from any climbing bar or platform.
- (i) Profanity, rough-housing, and disruptive behavior are prohibited.
- (j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

8. Basketball Court Rules

- (a)** Play is on a first come, first served basis.
- (b)** Proper basketball attire is required while on the court, such as; sportswear and basketball shoes/sneakers.
- (c)** Profanity and/or disruptive behavior are not permitted.
- (d)** No rollerblades, skateboards, bicycles, children's motorized vehicles or similar equipment are allowed on the basketball court.
- (e)** Glass containers are not allowed in the basketball court areas.
- (f)** Portable radios and/or "boom boxes" are not allowed in the basketball playing areas. All portable electronic devices are allowed if headphones are used.
- (g)** No pets, except for service animals (as defined by Florida law) are allowed on the basketball court.
- (h)** Profanity, rough-housing, and disruptive behavior are prohibited.
- (i)** If anything is wrong with the equipment or someone gets hurt, notify the District
- (j)** Food, gum, alcohol, and tobacco products are prohibited on the basketball courts.
- (k)** Members may bring non-alcoholic drinks to the basketball courts in a non-breakable, spill-proof container.

9. Dog Park Rules

- (a)** Dogs must be on leashes at all times, except within the Dog Park area.
- (b)** Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (c)** Dog handler must have the leash with them at all times.
- (d)** Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (e)** Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (f)** Limit three dogs per Adult dog handler.
- (g)** Puppies under four months of age should not enter the Dog Park.
- (h)** Children under the age of twelve (12) are not permitted within the Dog Park area unless supervised by an Adult.
- (i)** Dog handlers are responsible for the behavior of their animals.
- (j)** Aggressive dogs are not allowed in the Dog Park. Any dog showing signs

of aggression should be removed from the Dog Park immediately.

- (k)** Female dogs in heat are not permitted in the Dog Park.
- (l)** Human or dog food inside the Dog Park is prohibited.
- (m)** Any dog toys inside the Dog Park are prohibited.
- (n)** Dog handlers must clean up any dog droppings made by their pets.
- (o)** Dog handlers must fill in any holes made by their pets.
- (p)** Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time
- (q)** The Dog Park is designated a “No Smoking” area

10. Fitness Trail Rules

- (a)** Pedestrians have the right-of-way.
- (b)** Allow other walkers, runners, bikers or skateboarders who may be following to safely pass on your left.
- (c)** Bicycles and skateboards are allowed on the trail. Bikers and skateboarders should stay to the left when passing pedestrians.
- (d)** Children under the age of twelve (12) must be accompanied by an Adult.

I. PROPERTY DAMAGE

Each Member shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Member and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

J. USE AT OWN RISK; INDEMNIFICATION

Any Member, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including

attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Member, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Member, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Member, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees. For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

K. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

L. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

M. AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

Part II. Amenity Facility Rates

A. INTRODUCTION.

This policy addresses various rates, fees and charges associated with the Amenities.

B. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Facility Policies of Waterleaf Community Development District, as amended from time to time.

C. ANNUAL PASS.

For Non-Residents, the Annual Pass is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets.

For Residents, the Annual Pass is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

D. RESERVATION RATES FOR OPEN AIR AMENITY CENTER.

Any Member wishing to have the exclusive use of any area within the amenity center must make a reservation and submit a security deposit in the amounts set forth in Table 1 below.

Table 1 - Reservation Rates for Amenity Center Areas for Members¹

Area	Rental Fee²	Deposit
Multi-Purpose Field	\$25	\$50.00
Covered Patio at Pool or Park	\$25	\$300.00

E. ACTIVITY AND PROGRAM RATES.

Activity program prices charged on an activity by activity basis.

F. MISCELLANEOUS FEES.

Miscellaneous fees are set forth in Table 2 below.

¹ Note: Must be a Member in good standing

² BOS reserves right to waive or reduce fees

Table 2 - Miscellaneous fees

Item	Fee
Gate Access Device (GAD), If applicable	Free
Replacement of Damaged, Lost, or Stolen GAD, or additional GAD	\$25.00 per device
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

G. SPECIAL PROVISIONS.

1. Homeowner's Association, Master Developer Meetings, and Community Events/Parties.

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer, or CDD Board-approved events, are permitted for free, subject to availability.

2. Additional Costs.

The District may, in its sole discretion, require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

H. ADJUSTMENT OF RATES.

The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth anywhere in this document to reflect actual costs of operation of the Amenity Facilities, to promote use of the Amenity Facilities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

I. PRIOR AMENITY POLICIES.

The District's Amenity Facility Policies, as may be amended from time to time, govern all use of the Amenity Facilities.

J. SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this policy shall

not affect the validity or enforceability of the remaining portions of this policy, or any part of this policy not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat.

Part III. Amenities Code of Conduct & Disciplinary Policy

A. CODE OF CONDUCT

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for family, Guests and their invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct, which in their opinion tends to endanger the welfare, interest or character of the District, as well as for the violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff on duty or to District Management.

Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff and fellow Members and Guests are to be treated in a courteous and considerate manner. No member of Staff shall be reprimanded or harassed in any way by a Member. All complaints regarding services rendered by any Staff member must be made to the Recreation Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

B. INTRODUCTION.

This policy addresses disciplinary measures governing the use of the amenities owned and managed by the Waterleaf Community Development District.

C. GENERAL POLICY.

All persons using the District's amenities are responsible for compliance with, and shall comply with, the policies established for the safe operations of the District's amenities.

D. SUSPENSION OF RIGHTS.

The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- (a) Submits false information on any application for use of the amenities;
- (b) Permits the unauthorized use of an amenity pass;
- (c) Exhibits unsatisfactory behavior, deportment or appearance;
- (d) Fails to pay amounts owed to the District in a proper and timely manner;
- (e) Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- (f) Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- (g) Damages or destroys District property; or
- (h) Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

E. AUTHORITY OF AMENITIES MANAGER.

The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to

exceed seven days.

DRAFT

ATTACHMENT A -Registration Form

[to be added]

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ATTACHMENT B - Consent and Waiver Agreement

Waterleaf Community Development District

Consent and Waiver Agreement

Thank you for using the Waterleaf Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, swimming pool, sport courts, playground, multi-purpose field, dog park, ponds, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's Amenity Facility Policy, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has

elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Member, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Member, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Member, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Member, Guest, or other

person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

District Policies

Participant agrees to read and comply with the written policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children,

heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

[CONTINUED ON FOLLOWING PAGE]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

If Participant is 18 years of age or older	
Participant Name:	
Signature:	
Date:	
Address:	
Phone:	

If Participant is a minor child	
Parent/Guardian name:	
Signature:	
Date:	
Address:	
Emergency contact:	
Phone:	

EXHIBIT 6.

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERLEAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (the “Board”), is statutorily authorized to exercise the powers granted to the District; and

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

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. The annual public meeting schedule of the Board of Supervisors for the Fiscal Year beginning October 1, 2020, and ending on September 30, 2021 (the “FY 2020-2021”) attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the FY 2020-2021 annual public meeting schedule to Hillsborough County and the Department of Economic Opportunity.

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

PASSED AND ADOPTED ON AUGUST 11, 2020.

ATTEST:

**WATERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

Exhibit A
Notice of Meetings
Fiscal Year 2020-2021
Waterleaf Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2020-2021 Regular Meetings of the Board of Supervisors of the Waterleaf Community Development District shall be at 6:15 p.m. at* the Panther Trace Clubhouse, 12515 Bramfield Drive, Riverview, Florida on the following dates [exceptions are noted below]:

October 13, 2020
November 10, 2020
December 8, 2020
January 12, 2021
February 9, 2021
March 9, 2021
April 13, 2021
May 11, 2021
June 8, 2021
July 13, 2021
August 10, 2021
September 14, 2021

**Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-179, and any amendment thereto or subsequent Executive Order) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such meeting or meetings may be held telephonically, virtually, or at another location in the event the above location is not available. Prior to each meeting, please check the District's website for the latest information: <https://www.waterleafcdd.org/>.*

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from Development Planning and Financing Group [DPFG], 250 International Parkway, Suite 280, Lake Mary FL 32756 at (813) 418-7473, Extension 4301, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact DPFG at (813) 418-7473 Ext. 4301. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office at least forty-eight (48) hours prior to the date of the hearing and meeting.

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

DPFG, District Management