

**MIRADA
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

**Board of Supervisors
Regular Meeting**

**Friday
February 8, 2019**

9:00 a.m.

**Residence Inn
2101 Northpointe Parkway
Lutz, Florida**

*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.*

MIRADA COMMUNITY DEVELOPMENT DISTRICT AGENDA

Residence Inn
2101 Northpointe Parkway
Lutz, FL

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

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

The District Agenda is comprised of six different sections:

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

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

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

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

MIRADA COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: **Friday February 8, 2019**
Time: 9:00 a.m.
Location: Residence Inn
2101 Northpointe Parkway
Lutz, Florida, 33558
Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A.** Approval of Regular and Landowners Meeting Minutes for November 6, 2018 **Exhibit 1**
- B.** Approval of Decembers Unaudited Financial Statements **Exhibit 2**

IV. Business Matters

- A.** Engagement Letter Agreement **Exhibit 3**
- B.** DPFG Amendment to Management Agreement **Exhibit 4**

V. Staff Reports

- A. District Manager**
 - 1. Ratification of VenturesInc Web Hosting Agreement **Exhibit 5**
 - 2. Aquatic Systems January Pond Report **Exhibit 6**
- B. Attorney**
- C. District Engineer**

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

Exhibit 1

**MINUTES OF LANDOWNERS MEETING
MIRADA
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners Meeting of the Board of Supervisors of the Mirada Community Development District was held on Tuesday, November 6, 2018 at 9:00 a.m. at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Call To Order

Mr. Cusmano called the meeting to order.

SECOND ORDER OF BUSINESS – Landowners Meeting

A. Determination of Number of Voting Units Represented

Mr. Cusmano reported that the number of voting units represented were **880**.

B. Election of a Chairperson for the Purpose of Conducting the Landowners Meeting

Mr. Cusmano stated that **Michael Lawson** was elected to serve as the Chairman.

C. Nominations for the Position of Supervisor (3)

Mr. Cusmano stated the nominations for the Position of Supervisor to be:

- **Seat #1:** Mr. Michael Lawson
- **Seat #2:** Mr. Doug Draper
- **Seat #3:** Ms. Lori Price
- **Seat #4:** Ms. Sonia Valentin
- **Seat #5:** Ms. Christie Ray

D. Casting of Ballots

Mr. Cusmano stated that the Casting of Ballots had been completed.

E. Tabulation of Ballots

Mr. Cusmano stated that the ballots had been tabulated to be:

- **Seat #3:** Ms. Lori Price with **875** Votes
- **Seat #4:** Ms. Sonia Valentin with **870** Votes
- **Seat #5:** Ms. Christie Ray with **870** Votes

F. Landowners Questions or Comments

There being none, next item followed.

THIRD ORDER OF BUSINESS – Adjournment

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

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

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

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

Signature

Signature

Printed Name

Printed Name

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

Title: ☐ **Chairman** ☐ **Vice Chairman**

**MINUTES OF MEETING
MIRADA
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Mirada Community Development District was held on Tuesday, November 6, 2018 at 9:00 a.m. at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Yeira called the meeting to order and conducted roll call.

Present and constituting a quorum were:

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

Also present were:

Paul Cusmano	District Manager, DPF Management & Consulting LLC
Lore Yeira	Assistant District Manager, DPF Management & Consulting LLC

The following is a summary of the discussions and actions taken at the November 6, 2018 Mirada CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. **Exhibit 1:** Approval of the Minutes from the September 27, 2018 and October 2, 2018 Meetings

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the Consent Agenda for the Mirada Community Development District.
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FOURTH ORDER OF BUSINESS – Business Matters

A. **Exhibit 2:** Consideration and Adoption of Resolution 2019-02; Canvassing and Certifying the Landowners Election

The results of the Landowners Election are as follows:

- **Seat #3:** Ms. Lori Price with **875** Votes
- **Seat #4:** Ms. Sonia Valentin with **870** Votes
- **Seat #5:** Ms. Christie Ray with **870** Votes

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

B. **Exhibit 3:** Consideration and Adoption of Resolution 2019-03; Designating Officers

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

C. **Exhibit 4:** Consideration and Approval of Resolution 2019-04; Adopting the Revised Budget Amendment

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2019-04**; Adopting the Revised Budget Amendment for the Mirada Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

There being none, next item followed.

B. Attorney

There being none, next item followed.

C. District Engineer

There being none, next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, next item followed.

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

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

Ms. Yeira asked if there were any other items of new business. There being no new additional items, and upon a motion duly made, seconded and unanimously carried, Ms. Yeira declared the meeting adjourned.

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

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

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

Signature

Signature

81

Printed Name

82

83 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Printed Name

Title: ☐ **Chairman** ☐ **Vice Chairman**

Exhibit 2

Mirada CDD
Financial Report Summary - General Fund & Construction Fund
12/31/2018

For The Period Ending :	GENERAL FUND 12/31/2018	CONSTRUCTION 2018AA-1 12/31/2018	CONSTRUCTION 2018A-2 12/31/2018
CASH BALANCE	\$ 8,426	\$ 4,993,956	\$ 134,400
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	15,284	556,369	524,893
LESS: ACCOUNTS PAYABLE	(14,141)	(1,255,437)	(115,412)
NET CASH BALANCE	\$ 9,569	\$ 4,294,888	\$ 543,881

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ -	\$ 93,847	\$ (93,847)
EXPENDITURES (YTD)	(48,534)	(93,847)	45,313
NET OPERATING CHANGE	\$ (48,534)	\$ -	\$ (48,534)
AVERAGE MONTHLY EXPENDITURES	\$ 16,178	\$ 31,282	\$ 15,104
PROJECTED EOY BASED ON AVERAGE	\$ 194,136	\$ 469,235	\$ 275,099

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	58	-	58
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	32,079	25,566	(6,513)
FIELD SERVICE EXPENDITURES - LANDSCAPE	12,355	26,227	13,872
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 44,434	\$ 51,793	\$ 7,359

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

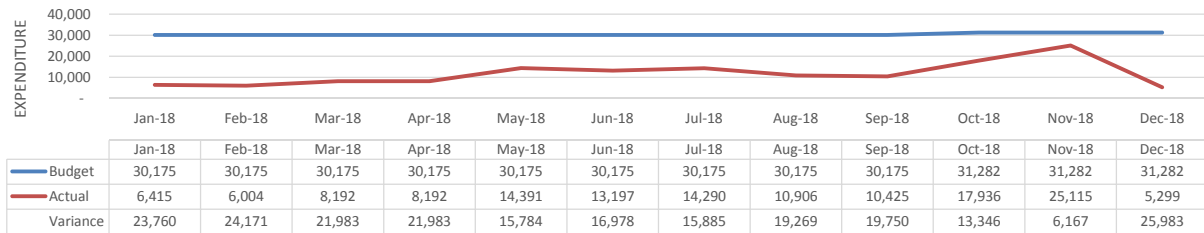


Exhibit 3

February 6, 2019

VIA ELECTRONIC DELIVERY

Mirada Community Development District
c/o DPF Management & Consulting LLC
15310 Amberly Drive, Suite 175
Tampa, Florida 33647

Re: Engagement Letter Agreement ("Agreement")

Dear District Chairperson:

Thank you for selecting Foley & Lardner LLP (the "Firm") to represent Mirada Community Development District (the "Client"). The purpose of this Agreement ("Agreement"), is to ensure that we have a clear understanding of our working relationship going forward. Please do not hesitate to contact us if you have any concerns.

1. Scope of Engagement

This Agreement confirms the terms of this matter. As we discussed, the scope of our engagement will be providing legal counseling to the Client regarding payment and lien issues (the "Matter"). Should you retain the Firm for subsequent matters, the specifics of this Agreement will remain the same unless otherwise communicated.

2. Staffing

I will have primary responsibility for the Matter, but will utilize other Firm attorneys and paraprofessionals when that is appropriate and cost effective. We will keep you informed of our progress, and will utilize our best efforts to respond to you as promptly as possible. In return, you agree to keep us informed of any developments that affect the Matter as soon as you become aware of them, and to be available when we need to consult with you.

3. Conflicts of Interest, Advance Waiver of Conflicts, and Client Identity

As we previously discussed, we have determined that there is no present conflict of interest that prevents us from working on the Matter. However, as a large law firm, there may be instances where you ask us to represent you in a matter that involves another existing or new client of the Firm. Or, conversely, the Firm may be asked during the course of our representation of you to represent another existing or new client in a matter that involves you. In either instance, if the other

Mirada Community Development District
c/o DPFG Management & Consulting LLC
February 6, 2019
Page 2

client's interests and your interests in the matter are directly adverse, the Firm may not handle the matter without your consent. By executing or otherwise affirming the terms of this Agreement, you consent now to such instances in connection with the following types of matters:

- a. Counseling, advice, and negotiation regarding agreements, rights, or obligations, and preparation of documents.
- b. Arbitration, litigation, or other contested proceeding.
- c. Advocacy before federal, state, and local governments and non-judicial governmental entities.
- d. Bankruptcy or insolvency proceedings in which the client may have an interest.
- e. Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the USPTO, or prosecuting non-interfering IP for another client in a related technology.

The Firm agrees that it will not handle directly adverse matters for other clients that are substantially related to any work the Firm performs for you.

This consent shall also permit the Firm to represent in the future any other parties who are or become adversely involved in any matters in which the Firm represents you, provided that the matters in which the Firm represents those other parties are not substantially related to any work the Firm performs for you.

Finally, unless specifically requested by you and agreed to by the Firm, the Firm's representation does not extend to your affiliates. Accordingly, the Firm may represent other clients in matters directly adverse to those affiliates. If you request and the Firm agrees to represent an affiliate, you agree that the affiliate is bound by the terms set forth in this Agreement.

4. Fees and Billing

The fees and costs for the Matter are not predictable. Therefore, we cannot promise what fees or expenses will be necessary to resolve or complete the Matter. Any fees and costs we might have previously discussed are estimates only. You also understand that the payment of the Firm's fees and costs is not contingent upon the outcome of the Matter.

Mirada Community Development District
c/o DPFG Management & Consulting LLC
February 6, 2019
Page 3

a. It is agreed that you will compensate us for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matter at the hourly rates charged by members of the Firm. These rates may change from time to time.

b. We will bill you for support services, such as photocopy and facsimile, messenger and delivery service, online research, travel, word processing, court costs, and search and filing fees. We do not bill long distance telephone charges; we will bill for conference calls using an "800" number service at \$.035 per minute per participant. If we arrange a video conference on your behalf, we will bill at rates established by the service provider. We currently charge \$.15 per page for photocopies, and faxes are billed at \$.50 per page. We charge for word processing or secretarial services only if done on an overtime basis and with your consent. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs. It is our policy to provide the most cost effective and efficient support systems available. Please note that some of our vendors provide the Firm credits based on volume usage at no additional cost to you. The Firm uses these credits to offset the cost of these types of services for our pro bono clients. In addition, please note that if you request the Firm to conduct electronic processing, we will charge a fee designed to offset our cost. Although we try to adjust our fees below market, fluctuations in the market could result in the Firm making a profit for these services.

c. You agree that we can make arrangements to have you billed directly by third parties, or you will pay directly invoices which we receive for costs from third parties, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render billable services during the Matter. If arrangements have not been made for direct billing or direct payment by you for third-party costs, you agree that we may pay these invoices on your behalf after we have first been paid by you for such costs.

d. Invoices are normally sent to you each month and reflect the services and expenses incurred the previous month. Payment is due promptly upon receipt. We will assess a late charge of 1% per month on any outstanding balance older than 60 days. In addition, subject to our rules of professional responsibility, we may also cease performing services for you until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

5. Limitations of Liability

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means your right to recover damages in a legal malpractice action that may exceed our insurance and

Mirada Community Development District
c/o DPFG Management & Consulting LLC
February 6, 2019
Page 4

Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to your claim.

6. Termination of Representation

a. Either of us may terminate this Agreement at any time for any reason by written notice. The Firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, the Firm will take all reasonable and practical steps to protect your interests in the Matter and, at your request, suggest possible new counsel. We will provide new counsel with any papers you have given us. If permission from the court is necessary for withdrawal, we will promptly apply for it, and you will engage new counsel to represent you.

b. Unless previously terminated, our representation of you in the Matter will end when we send our final invoice. After the Matter ends, there might be changes in laws or regulations that might affect your future rights and liabilities, but the Firm does not have an obligation to continue to advise you about future legal developments, unless you engage us to do so.

7. Disposition of Files and Records

a. Following the conclusion of the Matter, we will maintain the confidentiality of any of your confidential information provided us in accordance with applicable rules of professional conduct. We will attempt to return to Mirada Community Development District any original documents provided by you, or provided by a third party, unless you provide written authorization to destroy them.

b. The Firm has internal policies that determine the retention period for closed representation files, which includes all electronic or hard copy records related to the Matter. Therefore, we will retain the files pertaining to the Matter, including material prepared by or for the internal use of our attorneys, for a minimum period of ten (10) years following the conclusion of the Matter. Therefore, if you do not request return of this file material prior to the expiration of the retention period, the Firm reserves the right to destroy it at the end of the defined retention period without further notice to you. Upon your reasonable request, the Firm will provide such portions of these file materials to you as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs.

Mirada Community Development District
c/o DPFG Management & Consulting LLC
February 6, 2019
Page 5

8. Communication

a. We often send to our clients information about the Firm or legal matters we think might be of interest to them. You agree that we may send you this material, either by electronic mail or other means. You also agree that we may communicate with you about this Matter by electronic mail on an unencrypted basis.

b. Either at the beginning or during representation, we might express opinions or beliefs concerning the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

c. You agree that the Firm may list you on publicly disclosed lists and other materials as a client that the Firm represents.

9. Arbitration

Any dispute over fees and/or costs (a “Dispute”), including the question of arbitrability of such disputes, will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Federal Arbitration Act and Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the “JAMS Rules”), and shall be kept confidential by the parties, their agents, and the arbitrators. Arbitration shall be held in the County of Hillsborough, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be based upon applicable law, be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party’s own attorneys’ fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Hillsborough County Circuit Court, and each party hereby consents to the exclusive jurisdiction and venue of the Hillsborough County Circuit Court in any claim or action arising hereunder. By signing this Agreement containing this provision, you agree to waive any and all rights to a jury trial regarding any Dispute.

Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into



FOLEY & LARDNER LLP

Mirada Community Development District
c/o DPFG Management & Consulting LLC
February 6, 2019
Page 6

agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Please confirm your approval of this Agreement by returning a signed copy. If you have any questions, or if this Agreement does not accurately set forth our arrangement, please let me know.

We look forward to working with you on this Matter.

Sincerely,

FOLEY & LARDNER LLP



C. David Harper

CDH:pap

AGREED AND ACCEPTED:

BY: _____
MIRADA COMMUNITY DEVELOPMENT DISTRICT

(Date)

Exhibit 4

AMENDMENT TO MANAGEMENT AGREEMENT

January 22, 2019

Board of Supervisors
Mirada Community Development District

DPFG Management & Consulting LLC (“DPFG” or “Manager”) provides general management services to **Mirada Community Development District** (“District”) under a general District management agreement, effective as of May 16, 2016. The parties contemplate that when special projects are necessitated that they will utilize written amendments to effectuate the procurement of special work.

Background

The developer’s representatives oversee the day-to-day development activities of the District’s construction projects, including the construction of certain improvements financed with bonds issued by the District (the “**Project**”). Toward that end, the developer’s representatives coordinate with the District’s general contractor Smith & Company (“**Smith Co**”) and manage its activities under certain construction agreements. Smith Co hired specialized subcontractors for the Project to perform portions of the construction of the improvements financed with District bonds or paid for through the District under certain funding and completion agreements. At this time, it has come to the attention of the District that certain subcontractors have not been paid by Smith Co. The District is interested to hire a professional firm to identify and record the amounts owed to subcontractors based on the information provided by the District, developer’s representatives, and Smith Co.

Scope of Work

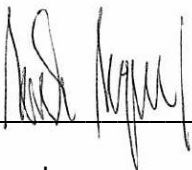
The District has requested from DPFG to prepare preliminary accounts payable schedules that would inform the payment obligations related to the Project in order to avoid defaults or liens. The table below sets forth an overview of the task objectives and scope of work.

Accounts Payable Schedule Work for the Projects	
Task Objectives	<ul style="list-style-type: none">• Conform with standard payment procedures• Ensure proper payment entries to obtain lien releases or waivers of liens from subcontractors• Information gathering and use
Scope of Work	<ul style="list-style-type: none">• Compile data/records, and determine existing data points• Contact subcontractors to compile bills and invoices related to the Projects based on subcontractor lists provided by Smith Co for the Projects• Organize accounts payable database and records, including tracking actual payments, obtaining releases, and preparing accounts payable schedules• Assist in communicating with Smith Co, including drafting letters

The effective date of this amendment shall be December 21, 2018.

IT IS SO AGREED.

DPFG Management & Consulting LLC

By: _____

Maik Aagaard
President

Approved and accepted by Mirada Community Development District

By: _____

Chairman

Date: _____

Standard Proposal Addendum

It is understood by the District that DPFG can make no guarantees concerning the recommendations which will result from the proposed assignment, since these recommendations must be based upon facts discovered by DPFG during the course of the study and those conditions existing as of the date of the report/work product. To protect you and other clients, and to ensure that the research results of DPFG's work will continue to be accepted as objective and impartial by the business community, it is understood that our fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by us in our report/work product to you.

It is agreed by the District that the report/work product is not to be used in conjunction with any public or private offering of debt or equity securities without prior written consent.

It is further agreed that to the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of DPFG, the District will indemnify DPFG against any losses, claims, damages and liabilities under federal and state laws, which may arise as a result of statements or omissions, including those made in public or private offerings of securities.

Exhibit 5

APPLICATION HOSTING AGREEMENT

CommunityXS

IMPORTANT - READ CAREFULLY: This Application Hosting Agreement ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("VenturesIn") which covers the hosting by VenturesIn of the CommunityXS Content Management System. VenturesIn agrees to provide Service to Customer and Customer agrees to pay VenturesIn for Service subject to the following terms and conditions:

- 1) Service Term:**
 - a) The effective date of this Agreement shall be the earlier of either: (i) the date on which Customer is first notified by VenturesIn of Service availability or (ii) the date on which Customer first logs on to Service.
 - b) This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party. Upon termination, Customer shall advise VenturesIn as to the disposition of any Customer data that is stored as part of Service. A service charge may apply. In the event no disposition instructions are provided or payment of the service charge is not made, any Customer data shall be deleted by VenturesIn.
- 2) Fees and Payments**
 - a) Setup Fee: Not to exceed \$240.00.
 - b) Service Fee: \$60.00 per month.
 - c) Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
 - d) If payment is not made according to the terms of the invoice, VenturesIn reserves the right to terminate service.
- 3) Services Provided:**
 - a) VenturesIn shall host a web content management system and delivery platform ("Software").
 - b) VenturesIn shall provide Customer with application level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
 - c) VenturesIn shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular intervals. The amount of storage and monthly network data transfer available to Customer shall not exceed two gigabytes (2GB) and one gigabyte (1GB) respectively, unless otherwise agreed in writing by VenturesIn.
- 4) Authorized Usage:**
 - a) Customer agrees that access to Service shall be restricted to authorized agents.
 - b) Customer shall use commercially reasonable efforts to protect User IDs and passwords.
 - c) Customer agrees that authorized VenturesIn support personnel may access system as required to diagnose and resolve technical issues.
- 5) Service Level:**
 - a) Service shall be available to Customer at all times unless maintenance or upgrades require the system to be unavailable.
- 6) Limited Warranty:**
 - a) VenturesIn warrants that the Service will conform substantially with the Service Level for the term of the Service. Customer acknowledges that VenturesIn does not warrant that the Service shall be uninterrupted or error-free.
- 7) Customer Remedies:**
 - a) VenturesIn's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.
- 8) NO OTHER WARRANTIES:**
 - a) EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENTURESIN DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED.
- 9) NO LIABILITY FOR CONSEQUENTIAL DAMAGES:**
 - a) IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL VENTURESIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, DAMAGES FOR INCOMPLIANCE OR INABILITY TO COMPLY WITH GOVERNMENTAL LAW OR REGULATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES) ARISING FROM YOUR USE, OR INABILITY TO USE, THE SERVICE. VENTURESIN'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE.
- 10) Prior Agreements:**
 - a) This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between VenturesIn and you, the Customer.
- 11) No Waiver:**
 - a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
- 12) Severability:**
 - a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 13) Law:**
 - a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
- 14) General:**
 - a) Should you have any questions concerning this Agreement, or if you desire to contact VenturesIn for any reason, please write:
VenturesIn.com, Inc., 9560 West Linebaugh Avenue, Tampa, Florida 33626.

I agree to the terms and conditions of this Hosting Agreement.

Customer Signature

Organization/Community/CDD/HOA

Print Name and Title

Sign

Date

Exhibit 6



Mirada CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 1/24/2019

Prepared for:

Lore Yeira, District Manager
DPFG
15310 Amberly Drive Suite 175
Tampa, FL 33647

Prepared by:

Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office
Corporate Headquarters
2100 N.W. 33rd Street, Pompano Beach, FL 33069
1-800-432-4302

Site: 1



Comments:

A minor amount of Torpedograss was seen along the perimeter of site #1 (bottom right). Turbidity was high in the site, which is more common in recently excavated ponds and ponds near active construction.

Site: 2



Comments:

A damaged stormwater structure was noted at the entrance to Mirada off of SR 52 (above). Site #2 (top and bottom right) was seen with decomposing terrestrial vegetation as a result of initial maintenance within the site (bottom right)

Site: 3



Comments:

Minimal amounts of nuisance vegetation were observed within site #3. Terrestrial vegetation was noted in an exposed cove of the site (top right) and a nearby weir was seen with the grate removed (above).

Site: 4



Comments:

Turbidity was high in site #4 during the site inspection. Initial treatments targeting Cattails and Dog Fennel around the perimeter were seen with positive results (bottom right).

Mirada CDD Waterway Inspection Report 1/24/2019

Site: 35



Comments:

An abundance of exposed sediment was noted around the perimeter of site #35. Turbidity was high in the site and aquatic vegetation was minimal.

Site: 27



Comments:

Partially sodded, site #27 was seen with well managed shorelines vegetation. Turbidity was high in the site.

Mirada CDD Waterway Inspection Report 1/24/2019

Site: 38



Comments: Normal growth observed

Site #38 was seen with high turbidity and normal growth of shoreline grasses (bottom right) Maintenance will continue to manage invasive shoreline growth by targeting it at an upcoming maintenance visit.

Site: 37



Comments:

Soft Rush was seen along the perimeter in one section of site #37 (bottom right). This native plant grows well in disturbed soil and will be promoted for increased shoreline stabilization.

Mirada CDD Waterway Inspection Report

1/24/2019

Site: 21



Comments: Requires attention

Shoreline erosion was noted around the concrete inflow structure of site #21 (top right) and requires repair. Turbidity was high in the site during the site visit.

Management Summary

The waterway inspection report for Mirada CDD was performed on January 24th, 2019 for ten sites in the community. Two objects currently require attention: the damaged street stormwater structure at the entrance to Mirada off of SR 52, and the shoreline around the inflow culvert of site #21. Both issues are pictured in the above report.

Turbidity was very high in the majority of ponds within the community. With active construction in the area, it is easier for sediments to be washed into stormwater systems with a heavy rain. Turbidity can subside quickly and persistent issues will be documented in monthly inspection reporting. Turbid water introduction into wetland areas should be limited wherever possible and clarity treatments can be used for turbid water. Native vegetation installations are recommended around the perimeter of every newly constructed stormwater pond. A dense perimeter of native, aquatic plants can be referred to as a buffer zone. Establishing buffer zones is extremely important for improving water quality, lessening erosion and can also enhance the aesthetic value of a pond. In the long run, it will also reduce the likelihood of excessive pond algae and other water quality issues that come from nutrient loading, thereby reducing the need for constant treatments, and lowering the long-term costs associated with managing a waterbody.

Recommendations/Action Items

- Establish Native Vegetation.
- Monitor Erosion and Turbidity.
- Continue Maintenance of Invasive Grasses and Brush.
- Target Algae Growth.

Thank You For Choosing Aquatic Systems, Inc.!

