

**MIRADA
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

**Board of Supervisors
Regular Meeting**

**Tuesday
June 13, 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 Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

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

The District Agenda is comprised of six different sections:

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

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

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

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

MIRADA COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: **Tuesday, June 13, 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 Meeting Minutes from the February 8, 2019 **Exhibit 1**
- B. Approval of January, February, March, & April 2019 Unaudited Financial Statements **Exhibit 2**

IV. Business Matters

- A. Presentation and Discussion of FY 2020 Proposed Budget **Exhibit 3**
- B. Consideration and Adoption of Resolution 2019-07 Approving FY 2019-2020 Proposed Budget & Setting the Public Hearing **Exhibit 4**
- C. Ratification of Resolution 2019-05 Re-Designating Officers **Exhibit 5**
- D. Consideration and Adoption of Resolution 2019-06 Authorizing Chairman to Execute Conveyances, Plats and Document **Exhibit 6**
- E. Ratification of Grandview Botanicals Interim Landscape Agreement **Exhibit 7**
- F. Consideration and Approval of Grandview Botanicals Landscape Maintenance Agreement **Exhibit 8**
- G. Consideration and Approval of Aquatic Systems Lake Services Proposal **Exhibit 9**
- H. Pasco County Letter – Number of Registered Voters-Mirada - 0 **Exhibit 10**

V. Staff Reports

A. District Manager

- 1. Presentation of The Road to ADA Compliance **Exhibit 11**

B. Attorney

C. District Engineer

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

MINUTES OF MEETING
MIRADA
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Mirada Community Development District was held on Friday, February 8, 2019 at 9:00 a.m. at Residence Inn, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Roll Call

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

Present and constituting a quorum were:

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

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
Lore Yeira	District Manager, DPFG Management & Consulting LLC
John Vericker (<i>via phone</i>)	Straley Robin Vericker

The following is a summary of the discussions and actions taken at the February 8, 2019 Mirada CDD Board of Supervisors Regular Meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. Exhibit 1: Approval of Regular and Landowners Meeting Minutes for November 6, 2018

B. Exhibit 2: Approval of December's Unaudited Financial Statements

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Exhibit 1 & Exhibit 2 of the Consent Agenda for the Mirada Community Development District.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 3: Engagement Letter Agreement

Mr. Lawson explained details of the Engagement Letter to the Board, noting that it's an agreement allowing Foley & Lardner LLP to represent the Mirada Community Development District in any further coordination with subcontractor Smith & Company going forth.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the Engagement Letter Agreement for the Mirada Community Development District.
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B. Exhibit 4: DPFG Amendment to Management Agreement

Mr. Lawson delivered and explained details of the revised DPGF Amendment to the Management Agreement. As per Mr. Lawson, it incorporates the additional work DPGF has performed with subcontractor Smith & Company, noting that DPGF will contact district representatives at Foley & Lardner LLP on this matter in the future.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the revised DPGF Amendment to the Management Agreement for the Mirada Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

1. Exhibit 5: Ratification of VenturesInc Web Hosting Agreement

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the ratification of the VenturesInc Web Hosting Agreement for the Mirada Community Development District.

2. Exhibit 6: Aquatic Systems January Pond Report

B. Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

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

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, 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

72

Printed Name

Printed Name

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

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

EXHIBIT 2.

Mirada CDD
Financial Report Summary - General Fund & Construction Fund
1/31/2019

For The Period Ending :	GENERAL FUND 1/31/2019	CONSTRUCTION 2018AA-1 1/31/2019	CONSTRUCTION 2018A-2 1/31/2019
CASH BALANCE	\$ 1,539	\$ 4,484,199	\$ 130,168
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	18,786	556,369	524,893
LESS: ACCOUNTS PAYABLE	(15,857)	(1,255,437)	(115,412)
NET CASH BALANCE	\$ 4,468	\$ 3,785,131	\$ 539,649

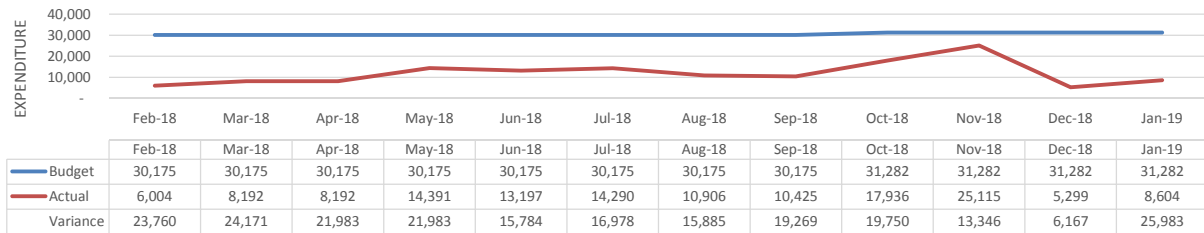
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 58	\$ 125,128	\$ (125,070)
EXPENDITURES (YTD)	(56,954)	(125,128)	68,174
NET OPERATING CHANGE	\$ (56,896)	\$ -	\$ (56,896)
AVERAGE MONTHLY EXPENDITURES	\$ 14,239	\$ 31,282	\$ 17,044
PROJECTED EOY BASED ON AVERAGE	\$ 170,862	\$ 500,512	\$ 329,650

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	58	93,847	(93,789)
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	38,654	34,088	(4,566)
FIELD SERVICE EXPENDITURES - LANDSCAPE	12,355	34,969	22,614
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 51,009	\$ 69,057	\$ 18,048

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



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

For The Period Ending :	GENERAL FUND 2/28/2019	CONSTRUCTION 2018AA-1 2/28/2019	CONSTRUCTION 2018A-2 2/28/2019
CASH BALANCE	\$ 683	\$ 4,163,365	\$ 102,672
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	5,642	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	2,929	604,934	88,808
LESS: ACCOUNTS PAYABLE	(15,509)	(3,959,823)	(105,584)
NET CASH BALANCE	\$ (6,255)	\$ 808,476	\$ 85,896

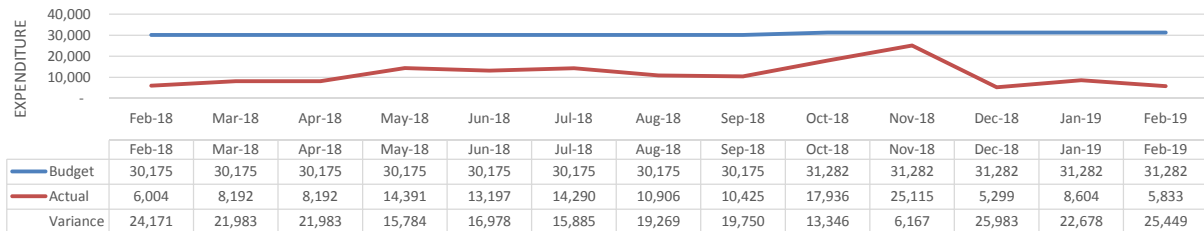
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 1,830	\$ 125,128	\$ (123,298)
EXPENDITURES (YTD)	(67,776)	(156,410)	88,634
NET OPERATING CHANGE	\$ (65,946)	\$ (31,282)	\$ (34,664)
AVERAGE MONTHLY EXPENDITURES	\$ 13,555	\$ 31,282	\$ 17,727
PROJECTED EOY BASED ON AVERAGE	\$ 162,662	\$ 531,794	\$ 369,132

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	1,830	125,128	(123,298)
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	44,537	42,610	(1,927)
FIELD SERVICE EXPENDITURES - LANDSCAPE	15,239	43,712	28,473
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 59,776	\$ 86,322	\$ 26,546

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



Mirada CDD
Financial Report Summary - General Fund & Construction Fund
3/31/2019

For The Period Ending :	GENERAL FUND 3/31/2019	CONSTRUCTION 2018AA-1 3/31/2019	CONSTRUCTION 2018A-2 3/31/2019
CASH BALANCE	\$ 1,400	\$ 3,310,114	\$ 11,874
PLUS: ACCOUNTS RECEIVABLE	-	357,573	-
LESS: ACCOUNTS PAYABLE	(3,579)	(3,904,470)	(28,612)
NET CASH BALANCE	\$ (2,179)	\$ (236,783)	\$ (16,738)

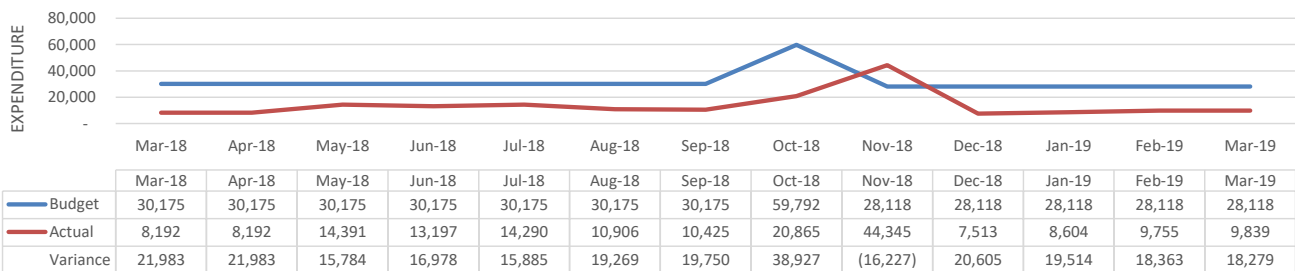
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 52,933	\$ 200,381	\$ (147,448)
EXPENDITURES (YTD)	(100,921)	(200,381)	99,461
NET OPERATING CHANGE	\$ (47,987)	\$ -	\$ (47,987)
AVERAGE MONTHLY EXPENDITURES	\$ 16,820	\$ 33,397	\$ 16,577
PROJECTED EOY BASED ON AVERAGE	\$ 201,841	\$ 375,389	\$ 173,548

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
DEVELOPER FUNDING	52,933	200,381	(147,448)
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	58,033	73,969	15,937
FIELD SERVICE EXPENDITURES - LANDSCAPE	31,585	52,454	20,869
FIELD SERVICE EXPENDITURES - STREETLIGHTS	-	25,000	25,000
FIELD SERVICE EXPENDITURES - POND MAINTENENACE	10,145	30,000	19,855
FIELD SERVICE EXPENDITURES - OTHER	1,158	18,958	17,800

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



No New P.O.s

Mirada CDD
Financial Report Summary - General Fund & Construction Fund
4/30/2019

Cash Balances For The Period Ending 04/30/2019

	GENERAL FUND	CONSTRUCTION 2018AA-1	CONSTRUCTION 2018A-2
CASH BALANCE	\$ 4,046	\$ 1,219,577	\$ 11,432
PLUS: ACCOUNTS RECEIVABLE	49,689	1,205,736	-
LESS: ACCOUNTS PAYABLE	(141,118)	(2,245,814)	(10,558)
NET CASH BALANCE	\$ (87,383)	\$ 179,499	\$ 874

General Fund Revenue & Expenditures (FY 2019)

	ACTUAL YEAR-TO- DATE	BUDGET YEAR-TO- DATE	FAVORABLE / (UNFAVORABLE)
REVENUE (YTD) COLLECTED	\$ 104,865	\$ 281,542	\$ (176,677)
EXPENDITURES (YTD)	(237,407)	(228,499)	(8,908)
NET OPERATING CHANGE	\$ (132,542)	\$ 53,043	\$ (185,585)
AVERAGE MONTHLY EXPENDITURES	\$ 33,915	\$ 32,643	\$ (1,273)
PROJECTED EOY BASED ON AVERAGE	\$ 406,983	\$ 375,389	\$ (31,594)

General Fund Significant Financial Activity

	ACTUAL YEAR-TO- DATE	BUDGET YEAR-TO- DATE	FAVORABLE / (UNFAVORABLE)
REVENUE:			
DEVELOPER FUNDING	104,865	281,542	(176,677)
EXPENDITURES:			
ADMINISTRATIVE	62,944	81,018	18,074
FIELD SERVICE - LANDSCAPE	151,348	63,924	(87,424)
FIELD SERVICE - STREETLIGHTS	-	29,167	29,167
FIELD SERVICE - POND MAINTENANCE	12,174	35,000	22,826
FIELD SERVICE - OTHER	10,941	19,390	8,449
UNBUDGETED	-	-	-
TOTAL EXPENDITURES	\$ 237,407	\$ 228,499	\$ (8,908)

Purchase Order Activity

New P.O.s

OM-MI-010 - Grandview Botanicals - Street Sweeping, Tree Trimming, Clean Up, etc. - \$82,305

OM-MI-DPFG-004 - Grandview Botanicals - Retention Pond & Common Area Mowing, etc. - \$362,451 for 6 mo.

OM-MI-009 - Grandview Botanicals - Tree Trimming & Pine Straw Install - \$10,000

OM-MI-008 - Grandview Botanicals - Clearing & Mulching Entryway - \$5,314.80

General Fund Budget vs Actual Expenditures, YTD

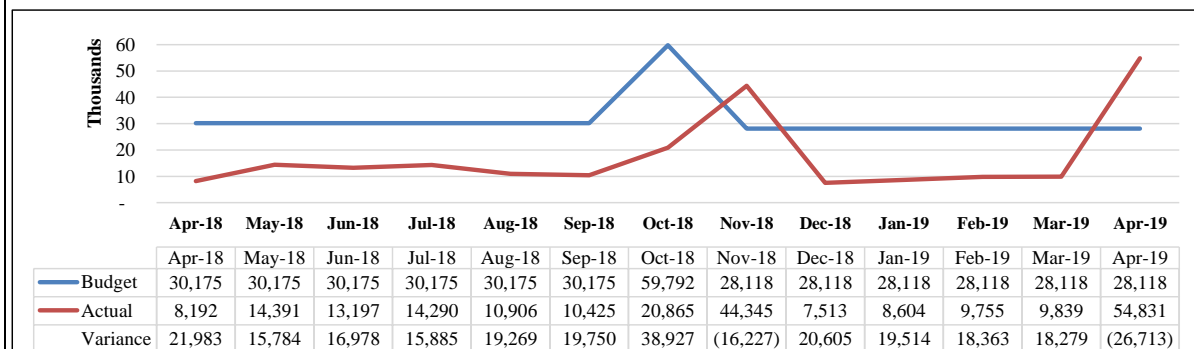


EXHIBIT 3.

STATEMENT 1
MIRADA COMMUNITY DEVELOPMENT DISTRICT
FY 2020 BUDGET GENERAL FUND (O&M)

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 ACTUAL OCT-MAR	FY 2020 PROPOSED	VARIANCE FY 2019-2020
I. REVENUE							
GENERAL FUND REVENUES /(1)	\$ 38,410	\$ 87,621	\$ 179,669	\$ 375,389	\$ 52,933	\$ 1,978,951	\$ 1,603,562
INTEREST		2	6		-		
MISCELLANEOUS		11	134		-		
TOTAL REVENUE	38,410	87,634	179,809	375,389	52,933	1,978,951	1,603,562
II. EXPENDITURES							
GENERAL ADMINISTRATIVE							
SUPERVISORS COMPENSATION	1,200	3,200	7,800	8,000	2,400	8,000	-
PAYROLL TAXES	99	264	644	612	198	612	-
PAYROLL PROCESSING	108	576	593	457	333	457	-
MANAGEMENT CONSULTING SERVICES	7,817	21,000	26,000	21,000	10,500	21,000	-
CONSTRUCTION ACCOUNTING SERVICES	-	-	9,000	9,000	9,000	9,000	-
PLANNING, COORDINATING & CONTRACT SERVICES	13,400	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	-	-	3,504	3,500	1,752	3,500	-
BANK FEES	19	76	127	300	-	300	-
MISCELLANEOUS	-	1,450	-	500	-	500	-
AUDITING SERVICES	-	-	2,850	4,500	-	2,950	(1,550)
TRAVEL PER DIEM	-	27	56	-	50	100	100
MEETING ROOM RENTAL	-	-	-	-	-	216	216
INSURANCE	-	2,410	10,300	4,000	-	20,000	16,000
REGULATORY AND PERMIT FEES	-	175	325	175	175	175	-
LEGAL ADVERTISEMENTS	4,779	913	3,108	2,000	705	2,000	-
ENGINEERING SERVICES	2,610	525	5,832	4,000	3,352	4,000	-
LEGAL SERVICES	6,893	18,320	13,824	7,500	6,207	7,500	-
WEBSITE HOSTING	-	917	740	720	360	2,265	1,545
ADMINISTRATIVE CONTINGENCY	-	2,000	-	-	-	-	-
TOTAL GENERAL ADMINISTRATIVE	36,925	87,853	120,703	102,264	53,033	118,575	16,311
DEBT ADMINISTRATION:							
DISSEMINATION AGENT	-	-	5,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	-	-	13,500	-	9,968	(3,532)
ARBITRAGE	-	-	650	1,800	-	1,800	-
TOTAL DEBT ADMINISTRATION	-	-	5,650	20,300	5,000	16,768	(3,532)

STATEMENT 1
MIRADA COMMUNITY DEVELOPMENT DISTRICT
FY 2020 BUDGET GENERAL FUND (O&M)

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 ACTUAL OCT-MAR	FY 2020 PROPOSED	VARIANCE FY 2019-2020
PHYSICAL ENVIRONMENT EXPENDITURES							
COMPREHENSIVE FIELD TECH SERVICES	-	-	336	16,200	1,158	13,896	(2,304)
FIELD TRAVEL	-	-	-	-	-	-	-
STREETPOLE LIGHTING	-	-	-	50,000	-	50,000	-
ELECTRICITY (IRRIGATION & POND PUMPS)	216	1,181	304	1,750	-	2,400	650
WATER	-	-	-	333	-	6,000	5,667
LANDSCAPING MAINTENANCE	-	-	-	104,909	31,585	1,500,000	1,395,091
IRRIGATION MAINTENANCE	-	-	-	3,000	-	9,000	6,000
RUST CONTROL	-	-	-	6,500	-	-	(6,500)
ENVIRONMENTAL MITIGATION & MAINTENANCE	-	-	-	2,875	-	-	(2,875)
POND MAINTENANCE	-	-	-	60,000	10,145	42,312	(17,688)
RETENTION POND MOWING	-	-	-	1,675	-	-	(1,675)
STORMWATER DRAIN & MAINTENANCE	-	-	-	625	-	-	(625)
NPDES MONITORING	-	-	-	625	-	-	(625)
STREET SWEEP	-	-	-	3,333	-	100,000	96,667
AMENITY MANAGEMENT	-	-	-	1,000	-	-	(1,000)
ENTRANCE FOUNTAINS MAINTENANCE	-	-	-	-	-	120,000	120,000
CONTINGENCY FOR PHYSICAL ENVIRONMENT	-	-	7,525	-	-	-	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	216	1,181	8,165	252,825	42,888	1,843,608	1,590,783

TOTAL EXPENDITURES

37,141	89,034	134,518	375,389	100,921	1,978,951	1,603,562
1,269	(1,400)	45,291	-		-	-
-	1,269	(131)	45,160		-	-
\$ 1,269	\$ (131)	\$ 45,160	\$ 45,160		\$ -	\$ -

III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES

FUND BALANCE - BEGINNING

FUND BALANCE - ENDING

Footnote:

(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 3
MIRADA CDD
FY 2020 PROPOSED BUDGET**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISORS COMPENSATION		\$ 8,000		Estimated 5 Supervisors to be in attendance for 8 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting
PAYROLL TAXES		\$ 612		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll
PAYROLL SERVICES		\$ 457		Approximately \$54 per payroll and 1x yearly fee of \$25
MANAGEMENT CONSULTING SRVS	DPFG	\$ 21,000		The District receives Management & Accounting services as part of the agreement; approximates y \$1,750 per monthly
CONSTRUCTION ACCOUNTING	DPFG	\$ 9,000		Anticipated bond issuance summer of 2018
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	\$ 36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure.
ADMINISTRATIVE SERVICES	DPFG	\$ 3,500		The District receives administrative services as part of the agreement, approximates \$300 Monthly
BANK FEES	BANK UNITED	\$ 300		Bank fees associated with maintaining the District's bank accounts
MISCELLANEOUS		\$ 500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING SERVICES		\$ 2,950		The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
TRAVEL PER DIEM		\$ 100		Reimbursement to Board Supervisors for travel to District Meetings
MEETING ROOM RENTAL	RESIDENCE INN	\$ 216		Room rental in Pasco County for Board of Supervisor meetings
INSURANCE (Liability, Property, Casualty, Bridge)	EGIS	\$ 20,000		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance
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	Business Observer	\$ 2,000		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	STANTEC	\$ 4,000		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VFRICKER	\$ 7,500		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
WEBSITE HOSTING	Campus Suite	\$ 2,265		Campus Suite to provide ADA compliance for website platform and the remediation of 750pages of documents. An additional \$250 for any unknown and \$500 for DPFG for mitigation remediation
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT		\$ 5,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	BANK UNITED	\$ 9,968		Estimated amount with Trustee to maintain the District's bond funds that are on deposit for Series 2018
ARBITRAGE	LLS SOLUTIONS	\$ 1,800		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. Estimated considering Series 2018 issuances
PHYSICAL ENVIRONMENT EXPENDITURES:				
COMPREHENSIVE FIELD TECH SERVICES	DPFG Field Services	\$ 13,896		Directs day to day operations of the 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 and repairs, prepare monthly written reports to the Board, including estimated reimbursements for CDD business mileage driven by Field Service Tech.
STREETPOLE LIGHTING		\$ 50,000		175 lights?
ELECTRICITY (IRRIGATION & POND PUMPS)	TECO	\$ 2,400		Setter Palm Road and DR 52 Well - approximates \$200 per month
WATER & ELECTRICAL FOR WATER FEATURES		\$ 6,000		Estimated per month \$500.00

**STATEMENT 3
MIRADA CDD
FY 2020 PROPOSED BUDGET**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
LANDSCAPING MAINTNANCE		\$ 1,500,000	OM-MI-DPFG004	Interim Contract - Collector Road, entrance, secondary road, two interior roads between 22 and 19 and 16 and phase 1A; Ted est \$1.5mil. Mulching, mowing, cutting, weeding, infill replacement, and other standard services. Includes Hwy 52 frontage.
LANDSCAPE MISCELLANEOUS	SOUTHERN LAND SERVICES	\$ 100,000		Maintenance of misc common area. Southern Land Services 100K
IRRIGATION MAINTENANCE		\$ 9,000		Reclaimed water
RUST CONTROL		\$ -		
ENVIRONMENTAL MITIGATION & MAINTENANCE		\$ -		
POND MAINTENANCE		\$ 42,312	OM-MI-DPFG001	\$2,029/mo + \$1,497/mo (64 ponds 4x monthly)
RETENTION POND MOWING		\$ -	OM-MI-DPFG004	Included in contract above
STORMWATER DRAIN & MAINTENANCE		\$ -		
NPDES MONITORING		\$ -		
AMENITY MANAGEMENT		\$ -		No Amenity
ENTRANCE FOUNTAINS MAINTENANCE		\$ 120,000		Est \$10,000/mo. Water treatment, pump maintenance, all other operational parts for 4 fountain features.
CONTINGENCY FOR PHYSICAL ENVIRONMENT		\$ -		

EXHIBIT 4.

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIRADA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Mirada Community Development District (“District”) prior to June 15, 2019, a proposed operations and maintenance budget for Fiscal Year 2019/2020; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: August 1, 2019

HOUR: 6:00 p.m.

LOCATION: Hampton Inn & Suites
2740 Cypress Ridge Blvd.
Wesley Chapel, FL

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to Pasco County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved proposed budget on the

District's website at least two days before the budget hearing date and to keep the proposed budget posted on the District's website for at least 45 days, as set forth in Section 2.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2019.

ATTEST:

**MIRADA COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Paul Cusmano

Printed Name

Title:

- ☐ Secretary
- ☐ Assistant Secretary

Signature

Mike Lawson

Printed Name

Title:

- ☐ Chair of the Board of Supervisors
- ☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed FY 2019/2020 Budget

EXHIBIT A

STATEMENT 1
MIRADA COMMUNITY DEVELOPMENT DISTRICT
FY 2020 BUDGET GENERAL FUND (O&M)

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 ACTUAL OCT-MAR	FY 2020 PROPOSED	VARIANCE FY 2019-2020
I. REVENUE							
GENERAL FUND REVENUES /(1)	\$ 38,410	\$ 87,621	\$ 179,669	\$ 375,389	\$ 52,933	\$ 1,978,951	\$ 1,603,562
INTEREST		2	6		-		
MISCELLANEOUS		11	134		-		
TOTAL REVENUE	38,410	87,634	179,809	375,389	52,933	1,978,951	1,603,562
II. EXPENDITURES							
GENERAL ADMINISTRATIVE							
SUPERVISORS COMPENSATION	1,200	3,200	7,800	8,000	2,400	8,000	-
PAYROLL TAXES	99	264	644	612	198	612	-
PAYROLL PROCESSING	108	576	593	457	333	457	-
MANAGEMENT CONSULTING SERVICES	7,817	21,000	26,000	21,000	10,500	21,000	-
CONSTRUCTION ACCOUNTING SERVICES	-	-	9,000	9,000	9,000	9,000	-
PLANNING, COORDINATING & CONTRACT SERVICES	13,400	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	-	-	3,504	3,500	1,752	3,500	-
BANK FEES	19	76	127	300	-	300	-
MISCELLANEOUS	-	1,450	-	500	-	500	-
AUDITING SERVICES	-	-	2,850	4,500	-	2,950	(1,550)
TRAVEL PER DIEM	-	27	56	-	50	100	100
MEETING ROOM RENTAL	-	-	-	-	-	216	216
INSURANCE	-	2,410	10,300	4,000	-	20,000	16,000
REGULATORY AND PERMIT FEES	-	175	325	175	175	175	-
LEGAL ADVERTISEMENTS	4,779	913	3,108	2,000	705	2,000	-
ENGINEERING SERVICES	2,610	525	5,832	4,000	3,352	4,000	-
LEGAL SERVICES	6,893	18,320	13,824	7,500	6,207	7,500	-
WEBSITE HOSTING	-	917	740	720	360	2,265	1,545
ADMINISTRATIVE CONTINGENCY	-	2,000	-	-	-	-	-
TOTAL GENERAL ADMINISTRATIVE	36,925	87,853	120,703	102,264	53,033	118,575	16,311
DEBT ADMINISTRATION:							
DISSEMINATION AGENT	-	-	5,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	-	-	13,500	-	9,968	(3,532)
ARBITRAGE	-	-	650	1,800	-	1,800	-
TOTAL DEBT ADMINISTRATION	-	-	5,650	20,300	5,000	16,768	(3,532)

STATEMENT 1
MIRADA COMMUNITY DEVELOPMENT DISTRICT
FY 2020 BUDGET GENERAL FUND (O&M)

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 ACTUAL OCT-MAR	FY 2020 PROPOSED	VARIANCE FY 2019-2020
PHYSICAL ENVIRONMENT EXPENDITURES							
COMPREHENSIVE FIELD TECH SERVICES	-	-	336	16,200	1,158	13,896	(2,304)
FIELD TRAVEL	-	-	-	-	-	-	-
STREETPOLE LIGHTING	-	-	-	50,000	-	50,000	-
ELECTRICITY (IRRIGATION & POND PUMPS)	216	1,181	304	1,750	-	2,400	650
WATER	-	-	-	333	-	6,000	5,667
LANDSCAPING MAINTENANCE	-	-	-	104,909	31,585	1,500,000	1,395,091
IRRIGATION MAINTENANCE	-	-	-	3,000	-	9,000	6,000
RUST CONTROL	-	-	-	6,500	-	-	(6,500)
ENVIRONMENTAL MITIGATION & MAINTENANCE	-	-	-	2,875	-	-	(2,875)
POND MAINTENANCE	-	-	-	60,000	10,145	42,312	(17,688)
RETENTION POND MOWING	-	-	-	1,675	-	-	(1,675)
STORMWATER DRAIN & MAINTENANCE	-	-	-	625	-	-	(625)
NPDES MONITORING	-	-	-	625	-	-	(625)
STREET SWEEP	-	-	-	3,333	-	100,000	96,667
AMENITY MANAGEMENT	-	-	-	1,000	-	-	(1,000)
ENTRANCE FOUNTAINS MAINTENANCE	-	-	-	-	-	120,000	120,000
CONTINGENCY FOR PHYSICAL ENVIRONMENT	-	-	7,525	-	-	-	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	216	1,181	8,165	252,825	42,888	1,843,608	1,590,783
TOTAL EXPENDITURES	37,141	89,034	134,518	375,389	100,921	1,978,951	1,603,562
III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	1,269	(1,400)	45,291	-		-	-
FUND BALANCE - BEGINNING	-	1,269	(131)	45,160		-	-
FUND BALANCE - ENDING	\$ 1,269	\$ (131)	\$ 45,160	\$ 45,160		\$ -	\$ -

Footnote:

(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 3
MIRADA CDD
FY 2020 PROPOSED BUDGET**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISORS COMPENSATION		\$ 8,000		Estimated 5 Supervisors to be in attendance for 8 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting
PAYROLL TAXES		\$ 612		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll
PAYROLL SERVICES		\$ 457		Approximately \$54 per payroll and 1x yearly fee of \$25
MANAGEMENT CONSULTING SRVS	DPFG	\$ 21,000		The District receives Management & Accounting services as part of the agreement; approximates y \$1,750 per monthly
CONSTRUCTION ACCOUNTING	DPFG	\$ 9,000		Anticipated bond issuance summer of 2018
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	\$ 36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure.
ADMINISTRATIVE SERVICES	DPFG	\$ 3,500		The District receives administrative services as part of the agreement, approximates \$300 Monthly
BANK FEES	BANK UNITED	\$ 300		Bank fees associated with maintaining the District's bank accounts
MISCELLANEOUS		\$ 500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING SERVICES		\$ 2,950		The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
TRAVEL PER DIEM		\$ 100		Reimbursement to Board Supervisors for travel to District Meetings
MEETING ROOM RENTAL	RESIDENCE INN	\$ 216		Room rental in Pasco County for Board of Supervisor meetings
INSURANCE (Liability, Property, Casualty, Bridge)	EGIS	\$ 20,000		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance
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	Business Observer	\$ 2,000		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	STANTEC	\$ 4,000		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VFRICKER	\$ 7,500		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
WEBSITE HOSTING	Campus Suite	\$ 2,265		Campus Suite to provide ADA compliance for website platform and the remediation of 750pages of documents. An additional \$250 for any unknown and \$500 for DPFG for mitigation remediation
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT		\$ 5,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	BANK UNITED	\$ 9,968		Estimated amount with Trustee to maintain the District's bond funds that are on deposit for Series 2018
ARBITRAGE	LLS SOLUTIONS	\$ 1,800		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. Estimated considering Series 2018 issuances
PHYSICAL ENVIRONMENT EXPENDITURES:				
COMPREHENSIVE FIELD TECH SERVICES	DPFG Field Services	\$ 13,896		Directs day to day operations of the 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 and repairs, prepare monthly written reports to the Board, including estimated reimbursements for CDD business mileage driven by Field Service Tech.
STREETPOLE LIGHTING		\$ 50,000		175 lights?
ELECTRICITY (IRRIGATION & POND PUMPS)	TECO	\$ 2,400		Setter Palm Road and DR 52 Well - approximates \$200 per month
WATER & ELECTRICAL FOR WATER FEATURES		\$ 6,000		Estimated per month \$500.00

**STATEMENT 3
MIRADA CDD
FY 2020 PROPOSED BUDGET**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
LANDSCAPING MAINTNANCE		\$ 1,500,000	OM-MI-DPFG004	Interim Contract - Collector Road, entrance, secondary road, two interior roads between 22 and 19 and 16 and phase 1A; Ted est \$1.5mil. Mulching, mowing, cutting, weeding, infill replacement, and other standard services. Includes Hwy 52 frontage.
LANDSCAPE MISCELLANEOUS	SOUTHERN LAND SERVICES	\$ 100,000		Maintenance of misc common area. Southern Land Services 100K
IRRIGATION MAINTENANCE		\$ 9,000		Reclaimed water
RUST CONTROL		\$ -		
ENVIRONMENTAL MITIGATION & MAINTENANCE		\$ -		
POND MAINTENANCE		\$ 42,312	OM-MI-DPFG001	\$2,029/mo + \$1,497/mo (64 ponds 4x monthly)
RETENTION POND MOWING		\$ -	OM-MI-DPFG004	Included in contract above
STORMWATER DRAIN & MAINTENANCE		\$ -		
NPDES MONITORING		\$ -		
AMENITY MANAGEMENT		\$ -		No Amenity
ENTRANCE FOUNTAINS MAINTENANCE		\$ 120,000		Est \$10,000/mo. Water treatment, pump maintenance, all other operational parts for 4 fountain features.
CONTINGENCY FOR PHYSICAL ENVIRONMENT		\$ -		

EXHIBIT 5.

RESOLUTION 2019-05

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

WHEREAS, the Board of Supervisors of the Mirada Community Development District at the business meeting held on March 5, 2019 desires to appoint the below recited persons to the offices specified.

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

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

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

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

Adopted this 5th day of March 2019.



Mike Lawson
Chairman


Paul Cusmano
Secretary

EXHIBIT 6.

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIRADA COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mirada Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Pasco County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair of the Board of Supervisors to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chair the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The Chair of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. In the event that the Chair is unavailable, any Board Supervisor is authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chair, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2019.

**MIRADA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: Paul Cusmano

Chair/ Vice Chair
Print Name: Mike Lawson

EXHIBIT 7.

INTERIM LANDSCAPE MAINTENANCE AGREEMENT

This Interim Landscape Maintenance Agreement (“**Agreement**”), is entered into as of April 1, 2019 between the **Mirada Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **Grandview Botanicals, Inc.**, a Florida corporation (the “**Contractor**”).

Background Information:

The District is responsible certain landscaping within and around the District. The District is currently in the process of approving and issuing a request for proposals, pursuant to Florida law and the District’s Rules of Procedures, for landscape maintenance services (“**RFP**”). The RFP is expected to be approved and issued in the near future and a new in agreement with the vendor who is selected will be executed and in place no later than October 1, 2019. In the interim the District is need of an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District until the RFP process is completed.

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work.

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services (the “**Work**”) as more fully set forth in the proposal attached hereto as **Exhibit A** (the “**Proposal**”). The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
- b. A map of the areas to be maintained is attached hereto as **Exhibit B**.
- c. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.

4. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor’s personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District’s election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- e. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting

from the Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.

- f. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- g. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- h. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- i. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- j. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- k. The Contractor shall dispose of any waste material at an off-site waste disposal facility.

6. Time of Commencement. The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein.

7. Term and Expiration. This Agreement expires upon the earlier of September 30, 2019 or upon the termination by either party pursuant to the termination provision below.

8. Termination

- a. Contractor's Termination. Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to

receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.

- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor:
 - i. for the services specified in the Proposal as "Standard Services" and "Irrigation"(retention pond mowing, common area mowing, irrigation) a total of \$39,946 per month.
 - ii. for all other non-monthly services specified in the Proposal (bedding plants, fertilization, mulch, tree trimming, or other services) or any other additional work or services (including irrigation repairs), and only after receipt of written authorization by the District to proceed, the pricing specified in the Proposal in the month after the services were performed.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the

services were provided, and the address or bank information to which payment is to be remitted.

- c. The District shall provide payment within forty five (45) days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within forty five (45) days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities,

including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. Upon request, the account manager shall attend the monthly meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to

performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.

- iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

14. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

15. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not

have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

16. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

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

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

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

19. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements

for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT PAUL.CUSMANO@DPFG.COM, OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.

20. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
21. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: Mirada Community Development District
c/o DPFG
15310 Amberly Drive
Suite 175,
Tampa, Florida 33647
Attn: District Manager

With a copy to: District Counsel
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

To Contractor: Grandview Botanicals, Inc.
34720 Prospect Road
Dade City, Florida 33525
grandviewb@aol.com

22. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.

23. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
24. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
25. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
26. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
27. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
29. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
30. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Grandview Botanicals, Inc.

Paul Finora 04-25-19
Paul Finora
President

Mirada Community Development District


Chair/Vice-Chair of the Board of Supervisors

Exhibit A



5 month Summary

Mirada landscape maintenance monthly costs

2019	Retention pond mowing	Common Area Mowing	Fertilizing	Mulch	Irrigation	Tree Trimming	Bedding Plant Changout
January							
February							
March							
April	\$24,900.00	\$13,858.00			\$1,188.00		\$5,670.00
May	\$24,900.00	\$13,858.00	\$35,555.00		\$1,188.00		
June	\$24,900.00	\$13,858.00			\$1,188.00		
July	\$24,900.00	\$13,858.00	\$35,555.00		\$1,188.00		
August	\$24,900.00	\$13,858.00			\$1,188.00		\$5,670.00
Sept	24,000	13,858	35,555 ⁰⁰		1,188 ⁰⁰		
October							5670 ⁻
November							
December							
Summary Total	\$124,500.00	\$69,290.00	\$71,110.00		\$5,940.00		\$11,340.00
	148,500	83,148	106,665 ⁻		11,712 ⁰⁰		17,010 ⁻
5 month Total all services	\$282,180.00						
	362,451 ⁰⁰						

6 mths FY End 2018-2019

April 11th
Reviewed in the
Grandview
Revised Cost
For FY 2018-2019



Landscape Maintenance Agreement- 5 months of 2019 only

****See page 6 for 5 month totals**

To: Mirada CDD

Project/Community: Mirada Residential Community

Dade City, Florida

Date: April 1, 2019

Summary of Costs:

Service Description	Monthly Price	Yearly Price
Base Price for Standard Services listed below		
All retention ponds noted on page 4	\$24,900	\$298,800
All Common turf areas	<u>\$13,858</u>	<u>\$166,300</u>
	\$38,758	\$465,100
Bedding Plants- changed out 4x yr, front entrance only	\$ 5,670/app	\$ 22,680
Fertilization: see master schedule		
Turf- St Augustine (6x/yr)	\$35,555/app	\$213,333
Trees – Hardwood (4x/yr)	\$ 1,038/app	<u>\$ 4,153</u>
Total fertilize cost		\$217,486
Mulch-Invoiced at time of application		\$35,000
Tree Trimming (459 trees)		
Hardwood \$20/tree		\$9180
Heavy limb tree trimming (NA for 2019)	\$NA	\$NA
Irrigation service (estimated at 99 zones)	\$1,188	\$14,256
*Guesstimate on zone quantity		



Standard Scope of Work:

- Serviced weekly May thru October, twice monthly from November to April
- Contractor shall perform the planning and execution of all regularly recurring tasks during the hours of 7 am to 5 pm Monday to Friday. Well groomed, professional employees will make every effort to complete the work as planned in a neat and professional manor. Delays due to Acts of God or Others shall be made up at the earliest possible time.

Standard Service Package

1. Turf Maintenance

- Mowing-** High powered rotary mowers will be used to provide a neat and clean appearance. Any area to wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures, so that tire ruts do not occur. Mowing and hand trimming of retention ponds will be to the edge where Bahia sod has been laid (not seeded). At no time under this contract will areas that are not sodded or are rutted up by erosion or other means, be mowed or hand trimmed without a written addendum to this contract. (See Schedule on page 4 for additional mowing area information)
- Edging and String Trimming-** Shall be done on a weekly basis during standard mowing scheduled visits. A steel blade edger will be used for curbs, sidewalks and plant beds. A string trimmer will be used for all other surfaces requiring a neat and trim look.
- Blowing Clean-** High powered blowers will be used to blow off all hard surfaces affected by mowing and trimming equipment during each site visit.
- Fertilization, Weed and Insect Control-** see master schedule

Disclaimer: Grandview Botanicals will not be held responsible for sod loss due to lack of water (county restrictions) or over watering (flooded areas or excessive watering by ownership), infestations of post emergent grassy weeds like crabgrass and sedge, or infestations of chinch bugs, mole crickets or sod web worms, due to the absence of new chemical class of pesticides or herbicides to treat these problem areas

2. Shrub Maintenance – Currently NA

- Pruning of Shrubs-** Done on a timely basis using a rotation schedule to ensure a neat and uniform appearance.
- Plant Beds-** Weed control of planted beds will be done on weekly site visits using chemical applications.
- Fertilization-** see master fertilizer schedule



3. Tree Maintenance

- A. Minor limb maintenance (limbs under 1" caliper) that hinder pedestrian or vehicle traffic will be done as needed throughout the year and included in this price.**
- B. Major tree and limb pruning (limbs larger than 1" caliber) done on a separate PO, and when required by ownership.**

4. Irrigation service (multiple zones)

Once per month the irrigation system will be run manually by Grandview employees to ensure the proper maintenance of;

- Proper rotation of sprinkler rotors and spray heads
- All heads are clear of turf so they 'pop up' when system and zone is running
- Damaged sprinklers. If damage occurs from contractor's equipment it will be fixed at no charge. If damage to irrigation system occurs by any other events or persons not associated with Grandview Botanicals or due to Acts of God, it shall be fixed at cost of materials plus labor (\$50/mhr).
- Contractor is not responsible for turf or plant loss due to water restriction. Currently Pasco County/SWFWMD restricts water use to 1 day per week. For new construction Pasco County allows watering every day for the first 30 days.

5. Mulch

- A. Apply approximately 1.5" – 2" of pine straw mulch as top dressing over tree canopy areas and all trees along medians and right of ways of Mirada blvd, Setter Palm rd, and Kenton rd, between November and February. Invoiced at time of application.**

6. Fertilizer Schedule:

- A. Turf will be fertilized with a NPK blend of 24-2-11 or 16-4-8 along with minor elements, fungicides, insecticides and granular herbicides, 6x a year starting in January**
 - B. Hardwood trees will be fertilized with a 12-6-6 or 8-10-10 blend at a rate of 2lbs of nitrogen per 1000 sf of canopy area, 4x a year (March, May, August, October)**
- Minor elements included in fertilizer blends
 - Herbicide and Insecticide dry formulation mixed during spring and summer months' applications
 - These fertilizer blends and applications will control most issues that cause damage from weed infestation, fungus and insect populations.



Mowing Area Schedule:

All turf areas within the designated area provided by CDD management (red line area, pg 7) that have been laid, not seeded, will be mowed under this contract

Pond Schedule

1. Designated ponds to be serviced under this contract as of contract date (33).
2. (+) next to pond number designates tree canopy are additional common areas requiring mowing next to that pond.

<u>Pond #</u>	<u>Pond #</u>	<u>Pond #</u>	<u>Pond #</u>
2301(+)	2401(+)	2202(+)	2204
2203(+)	2201(+)	2101(+)	2002(+)
2102	2103(+)	2106(+)	1704(+)
1701	1702	1703	1801
1901	1902	1803	1802
1903	1601(+)	1001	1002
1000(+)	1009(+)	1007(+)	1008(+)
1004	1010	1003	1005
2205(+)			

Exclusions:

1. All linear park areas that include the Whirlybird design. No data or plans received as of time of this contract
2. No areas behind concrete privacy wall or lots.
3. Irrigation zones guesstimated at 99 zones.

Exhibit B

EXHIBIT 8.



Landscape Maintenance Agreement

To: Mirada CDD

Project/Community: Mirada Residential Community

Dade City, Florida

Date: April 1, 2019

Summary of Costs:

Service Description	Monthly Price	Yearly Price
Base Price for Standard Services listed below		
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Standard Service Package

1. Turf Maintenance

- A. Mowing- High powered rotary mowers will be used to provide a neat and clean appearance. Any area to wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures, so that tire ruts do not occur. Mowing and hand trimming of retention ponds will be to the edge where Bahia sod has been laid (not seeded). At no time under this contract will areas that are not sodded or are rutted up by erosion or other means, be mowed or hand trimmed without a written addendum to this contract. (See Schedule on page 4 for additional mowing area information)
- B. Edging and String Trimming- Shall be done on a weekly basis during standard mowing scheduled visits. A steel blade edger will be used for curbs, sidewalks and plant beds. A string trimmer will be used for all other surfaces requiring a neat and trim look.
- C. Blowing Clean- High powered blowers will be used to blow off all hard surfaces affected by mowing and trimming equipment during each site visit.
- D. Fertilization, Weed and Insect Control- see master schedule

Disclaimer: Grandview Botanicals will not be held responsible for sod loss due to lack of water (county restrictions) or over watering (flooded areas or excessive watering by ownership), infestations of post emergent grassy weeds like crabgrass and sedge, or infestations of chinch bugs, mole crickets or sod web worms, due to the absence of new chemical class of pesticides or herbicides to treat these problem areas

2. Shrub Maintenance – Currently NA

- A. Pruning of Shrubs- Done on a timely basis using a rotation schedule to ensure a neat and uniform appearance.
- B. Plant Beds- Weed control of planted beds will be done on weekly site visits using chemical applications.
- C. Fertilization- see master fertilizer schedule



3. Tree Maintenance

- A. Minor limb maintenance (limbs under 1" caliper) that hinder pedestrian or vehicle traffic will be done as needed throughout the year and included in this price.
- B. Major tree and limb pruning (limbs larger than 1" caliber) done on a separate PO, and when required by ownership.

4. Irrigation service (multiple zones)

Once per month the irrigation system will be run manually by Grandview employees to ensure the proper maintenance of;

- Proper rotation of sprinkler rotors and spray heads
- All heads are clear of turf so they 'pop up' when system and zone is running
- Damaged sprinklers. If damage occurs from contractor's equipment it will be fixed at no charge. If damage to irrigation system occurs by any other events or persons not associated with Grandview Botanicals or due to Acts of God, it shall be fixed at cost of materials plus labor (\$50/mhr).
- Contractor is not responsible for turf or plant loss due to water restriction. Currently Pasco County/SWFWMD restricts water use to 1 day per week. For new construction Pasco County allows watering every day for the first 30 days.

5. Mulch

- A. Apply approximately 1.5" – 2" of pine straw mulch as top dressing over tree canopy areas and all trees along medians and right of ways of Mirada blvd, Setter Palm rd, and Kenton rd, between November and February. Invoiced at time of application.

6. Fertilizer Schedule:

- A. Turf will be fertilized with a NPK blend of 24-2-11 or 16-4-8 along with minor elements, fungicides, insecticides and granular herbicides, 6x a year starting in January
 - B. Hardwood trees will be fertilized with a 12-6-6 or 8-10-10 blend at a rate of 2lbs of nitrogen per 1000 sf of canopy area, 4x a year (March, May, August, October)
- Minor elements included in fertilizer blends
 - Herbicide and Insecticide dry formulation mixed during spring and summer months' applications
 - These fertilizer blends and applications will control most issues that cause damage from weed infestation, fungus and insect populations.



Mowing Area Schedule:

All turf areas within the designated area provided by CDD management (red line area, pg 7) that have been laid, not seeded, will be mowed under this contract

Pond Schedule

1. Designated ponds to be serviced under this contract as of contract date (33).
2. (+) next to pond number designates tree canopy are additional common areas requiring mowing next to that pond.

Pond #	Pond #	Pond #	Pond #
2301(+)	2401(+)	2202(+)	2204
2203(+)	2201(+)	2101(+)	2002(+)
2102	2103(+)	2106(+)	1704(+)
1701	1702	1703	1801
1901	1902	1803	1802
1903	1601(+)	1001	1002
1000(+)	1009(+)	1007(+)	1008(+)
1004	1010	1003	1005
2205(+)			

Exclusions:

1. All linear park areas that include the Whirlybird design. No data or plans received as of time of this contract
2. No areas behind concrete privacy wall or lots.
3. Irrigation zones guesstimated at 99 zones.

MIRADA

CLINTON AVENUE EXTENSION

MIRADA BLVD

Koller Agreement

Commercial/Office Park

Retail

Hotel/Office

Office

PH 1 AA

PH 2 AA

PH 3 AA

AMENITY SITE

CENTRAL ACTIVE ADULT

Shaded = Developed

Legend

- TH Lots
- 30' Lots
- 40' Lots
- 50' Lots
- 60' Lots
- Solid
- Pending



Special Conditions

Contractor shall not be held responsible for any liability that the Owner may be exposed to due vandalism, floods, hurricanes, poor drainage, Acts of God (such as freezing temperatures), other sub-contractors, other personal not affiliated with Grandview Botanicals Inc, any past or present site conditions, whether or not it has been reported to the Owner or not.

Payment:

Contractor agrees to provide all of the above services for an annual fee of __see summary page_ to be paid in 12 equal installments of __see summary page___unless otherwise agreed upon in writing. Invoices will be emailed to Owners/owner representative at the beginning of each month. In order to avoid interruption in service, full payment shall be made no later than the 5th of the following month payment. If payment is not received by the 10th of that month, all work may cease until account is brought current

This Contract is for 12 months and will automatically renew on the anniversary date unless either party gives written notice of their intent for non-renewal 30 days prior to end of current agreement. A 5% increase in the new contract may apply. All notices shall be sent to the addresses indicated on this agreement.

This Contract is valid for 90 days from date of signature from authorized Grandview Botanicals representative.

Submitted by :

Paul Finora

Grandview Botanicals

Approved by:_____Date:_____

Purchase Order #:_____

EXHIBIT 9.

Lake Services Proposal for Mirada CDD



Partnership for Beautiful and Healthy Waterways



2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com

May 15, 2019

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

VIA FACSIMILE: paul.cusmano@dpfg.com

Dear Paul:

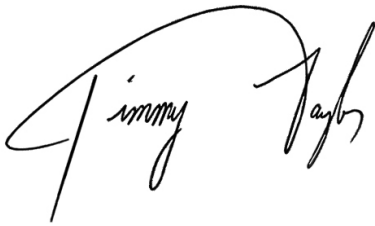
As you have requested, we have prepared the attached agreement adding twenty five ponds, sites #40 through #64 to your existing program.

Kindly sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We thank you for your expanded patronage!

Sincerely,



Jimmy E. Taylor
Wesley Chapel Sales Manager
JET/ldp

cc: Doug Agnew, General Manager/Senior Consultant

Enclosure

Aquatic Systems, Inc.

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

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

Mr. Paul Cusmano, District Manager, Owner Representative

Mirada CDD

c/o DPFG

15310 Amberly Drive, Suite # 175

Tampa, Florida 33647

(813) 418-7473

paul.cusmano@dpfg.com

Aquatic Services Agreement

Addon To Master Agreement: #00085191

Master Agreement's Anniversary Date: 11/01/2019

Includes schedule change from 24 to 48 inspections annually.

Month Service is to Commence: _____

Date of proposal: May 15, 2019 JET-AO

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

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

Twenty five ponds, sites #40 through #64 (29,427 total linear foot perimeter) located at **Mirada CDD** in San Antonio, Florida.

2. Treatment Schedule Change: Minimum of **FORTY-EIGHT** (48) inspections annually with treatment as required (four times monthly).

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

Annual Maintenance Program:

Algae & Aquatic Weed Management	Included
Shoreline Grass Management to the Water's Edge	Included
Debris Removal	Included
Management Reporting	Included

Total Add-on Program Investment **\$1,497.00 Monthly**

The above price is effective for 90 days from the date of this proposal.

This ASI Service add-on agreement is entered under all terms and conditions of the Master Agreement.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

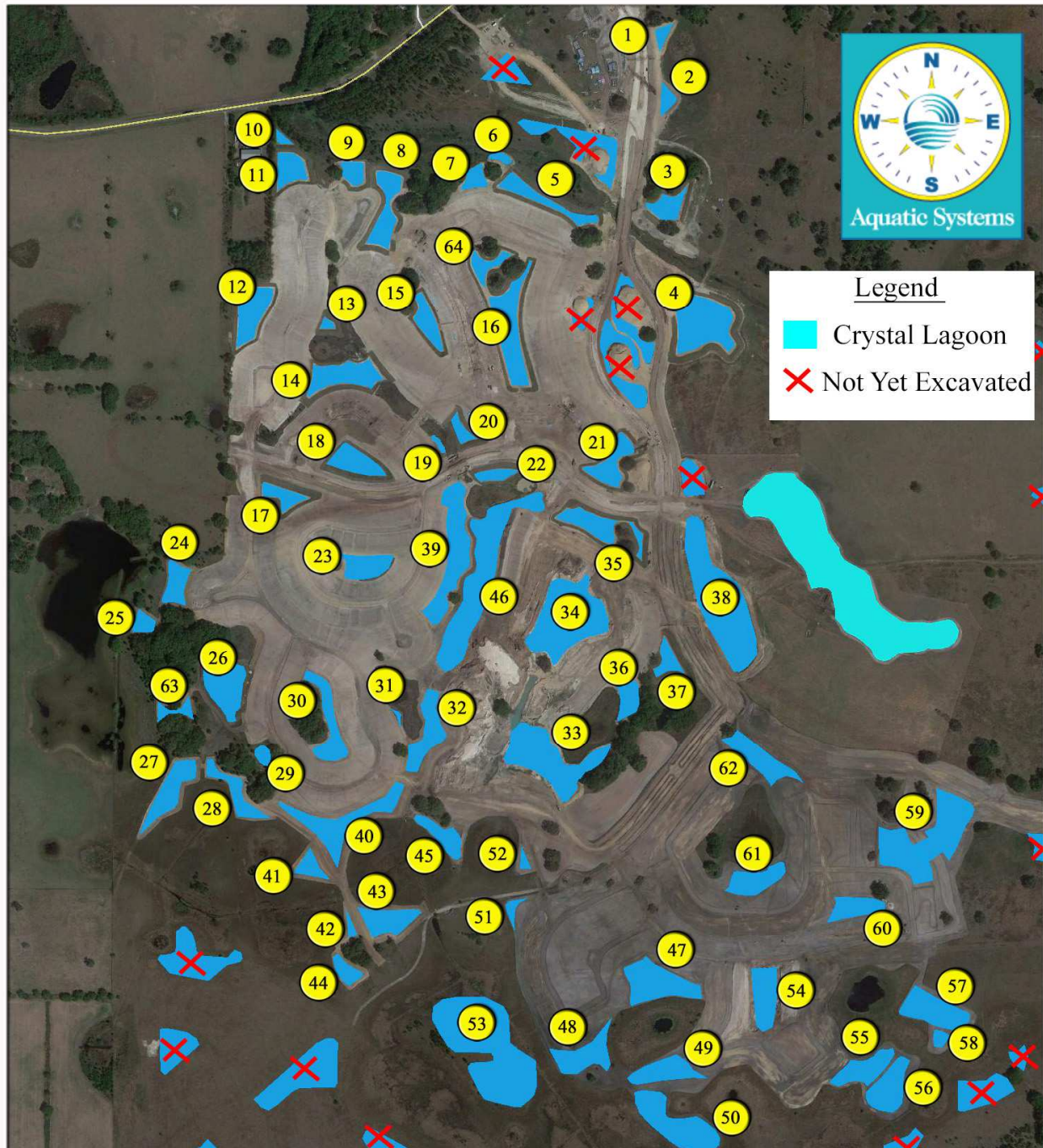
Date

Site Map



Mirada CDD
San Antonio, FL

1-800-432-4302



MNM

04/2019

Our Commitment to Responsible Lake Management

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

Our Commitment to You

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

You can expect us to:

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

Environmental Mission

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

In addition to the tests we run for customers, our team of scientists engage in ongoing research to improve our lake management technology. Our goal is to find environmentally sound solutions that overcome this growing problem in the challenging Florida environment.

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

Your Personal Lake & Wetland Management Team



Doug Agnew

General Manager &
Senior Consultant

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



Jimmy Taylor

Sales Manager

B.S. in International
Business and
Marketing, Florida
International University.
10 years' experience.



Matt Kramer

Regional Biologist
& Project Manager

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



Sam Sardes

Weed Science Director,
Certified Lake Professional

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



Morgan Melatti

Account Rep & Biologist

B.A. Biology with a minor
in Chemistry, Florida State
University. One year experience.



Patrick Brophy

Account Rep & Biologist

B.A. in Environmental Studies
from Eckerd College.
Two years' experience.



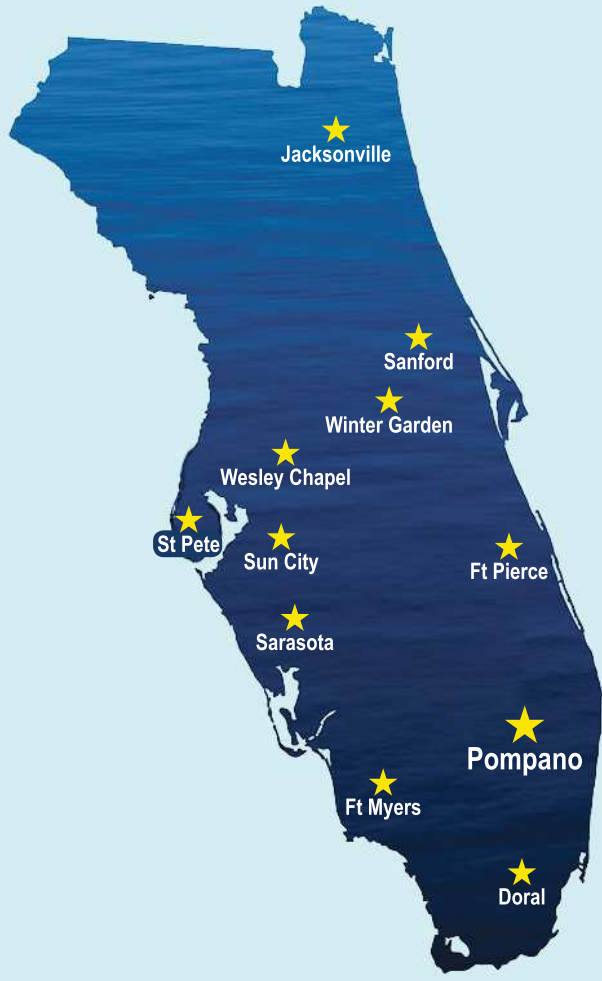
Kevin Wilt

Service Manager

B.S. Food and Resource
Economics, University of Florida.
Four years' experience.

Your Local Area Satisfied ASI Customers

11 field offices throughout the state to service our customers



Grand Hampton CDD

Community Development District

Grand Hampton CDD

Bexley CDD

Epperson Ranch CDD



Hunter's Green

Home Owners Association

Hunter's Green Community Association

Cheval POA

Villa Rosa HOA

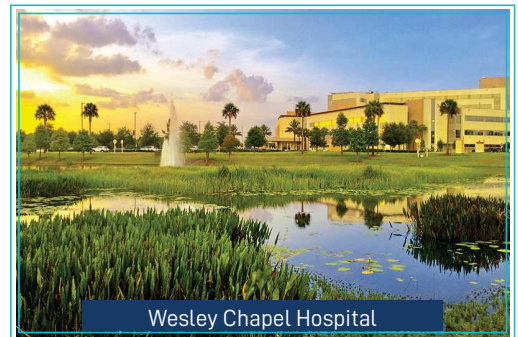


Lexington Oaks Golf Club

Golf Course

Lexington Oaks Golf Club

Heritage Harbor CC



Wesley Chapel Hospital

Government/Commercial

Florida Wesley Chapel Hospital

City of Temple Terrace

Pasco Hernando State College

Aquatic Management Programs

Working in Florida Waterways Since 1977

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



Algae and Aquatic Weed Control

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



Wetland and Upland Mitigation Services

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



Midge Fly and Mosquito Control

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



Aquatic Lab and Field Testing and Research

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



Vertex Lake Aeration and Floating Fountains

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



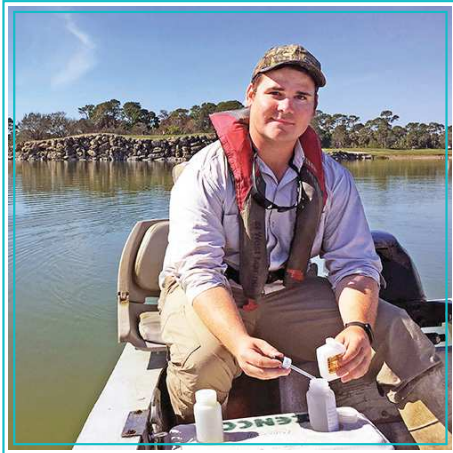
Fisheries Management

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

Lake Water Quality Testing and Research Services

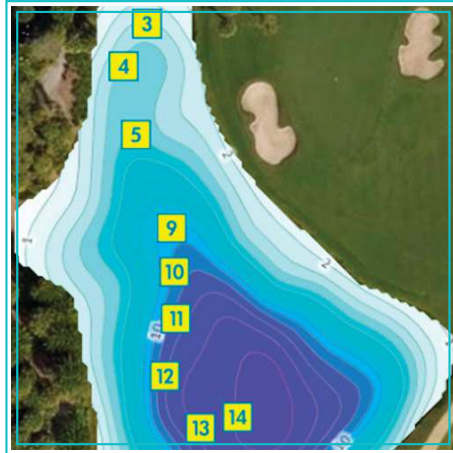
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and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

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



FIELD ASSESSMENT SAMPLING

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



BATHYMETRIC LAKE MAPPING

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



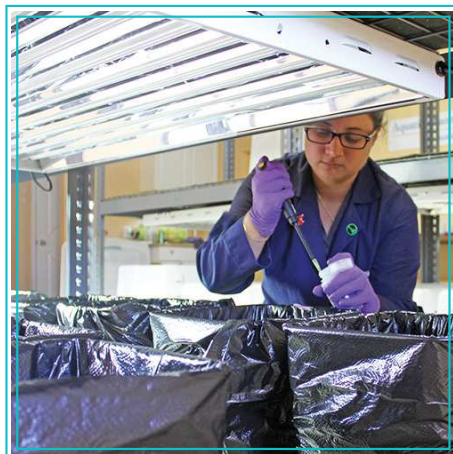
WATER QUALITY LAB

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



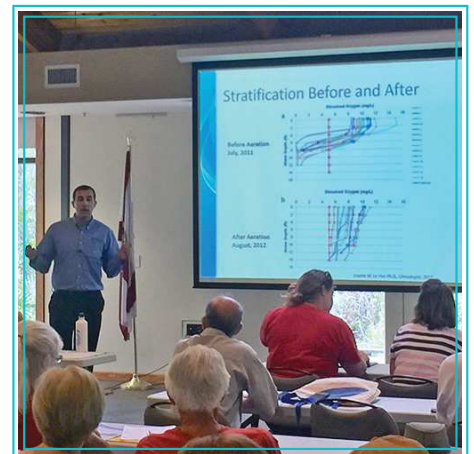
ALGAE IDENTIFICATION LAB

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



AQUATIC PLANT AND ALGAE LAB

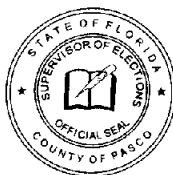
Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

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

EXHIBIT 10.



Supervisor of Elections

PO BOX 300, Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

April 26, 2019

Lore Yeira
DP&F Group
15310 Amberly Drive Suite 175
Tampa FL 33647

Dear Lore Yeira:

Pursuant to Florida Statute, the following voter registration statistics are provided for their respective community development districts as of April 15, 2019.

- | | |
|--|-------|
| • Epperson Ranch Community Development District | 556 |
| • Epperson Ranch II Community Development District | 0 |
| • Highlands Lakes Community Development District | 0 |
| • Mirada Community Development District | 0 |
| • Union Park Community Development District | 1,102 |
| • Zephyr Lakes Community Development District | 0 |

According to the development district's website, you are listed as the district manager for the above. If you are no longer the manager for these districts, please let me know at your earliest convenience.

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

EXHIBIT 11.

THE ROAD TO ADA COMPLIANCE



Required as of 10/01/2019

Compliance: The 2 Components

- Component 1 - The website platform itself – this addresses the website itself and not any uploaded documents
- Component 2 - Document uploads – this addresses any documents that are uploaded to the website that are mandated under Florida Statute. (see attachment B of this presentation)

Documents are bifurcated into two sections:

- ❖ 1) Required historical documents before 10/01
- ❖ 2) Required new documents uploaded after 10/01

ATTACHMENT A

INSURANCE MANDATED REQUIREMENTS

Accessibility 

ADA Website Accessibility

Underwriting Guidelines - Policy Year 2019 - 2020



Florida
Insurance
Alliance™

1 - Accessibility Policy

- An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA

2 – Accessibility Statement

- A disability accessibility statement posted on their website that includes:
 - A commitment to accessibility for persons with disabilities
 - The accessibility standard used and applied to the District's website
 - Contact information (email and phone number) in case users encounter any problems

3 — Video / Audio

- Video and Audio is published or streamed in an accessible format.

4 – Quarterly Audits

- Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.

5 — Remedial Measures

- If the District has been previously sued
 - Settlement Agreement
 - Review remedial measures taken by District

Summary - Where We Are

➤ Accessibility Policy – In Process

- District Counsel will be/has been furnished a sample policy that has been approved by the insurance provider for consideration and changes

➤ Accessibility Statement - Completed

- Accessibility statement has been published to the website and has been approved by insurance provider.

➤ Video/Audio – Completed

- We have ensured there are no videos or audio published or streamed on the websites

FINANCIAL COMPARISON – VENDORS

Ventures		360 PSG		Horton Group		CAMPUS SUITE	
Create A Website	\$ -	Create A Website & Service Block	\$3,345.00	Create A Website	\$ 18,000.00	Create and Maintain Website	\$ 600.00
Annual Website Platform	\$ 960.00	Yearly Doc Conversion**	\$1,375.00	Qterly Scan for Compliance	\$ 12,000.00	On Demand Document Conversion	\$ -
Domain	\$ 20.00	Yealy Web Compliance	\$1,025.00	FY 2019 Total	\$ 30,000.00	Document Conversion - 1st Year	\$ 1,500.00
Quarterly Scan for Compliance	\$ 480.00	SSL Cert, Content Mgmt, Monthly Scan	\$ 420.00			Domain	\$ 15.00
FY 2019 Total	\$ 1,460.00	FY 2019 Total	\$6,165.00			FY 2019 Total	\$ 2,115.00
Second Year FY 2020 Total	\$ 1,460.00	Second Year FY 2020 Total	\$2,820.00	Second Year FY 2020 Total	\$ 12,000.00	Second Year FY 2020 Total	\$ 1,515.00
(does not include scan or remediation of PDF documents uploaded or conversion of documents)		(**only includes audit, agendas, public facilities report and budgets, doesn't include other document remediation - additional is at \$110 per hour)		Document conversion is at \$100 per hour		Initial conversion at \$0.98 per page, based on avg (Second Year documents up to 750 pages included in On Demand Service of \$900 annually)	

Component 1 - Website Platform

- Campus Suite - Utilizes a website template that is WCAG compliant
- A contract will be advanced embodying language to ensure that prevailing WCAG standards are continually being met
- Annual charge is \$600 per year . Website will be turned on as of 10/01.
Year One - Contracts need to be executed at the same time as the initial PDF remediation of historical documents so that as documents are remediated they are uploaded to the new site for turn on at 10/01.
Year Two – Annual \$600 charge will be billed in quarterly installments
- Monthly monitoring will be performed on each individual District website to ensure compliance with prevailing WCAG standards.
- Annual Domain registration approximates \$15 per year
- Note: Current website will need to be maintained until conversion complete

Total Annual Cost for Website Platform is \$615 Annually

Component 2 – Document Conversion

DOCUMENTS BEFORE 10/01/2019

- District website documents will be thinned up to comply with only Statute required documents by DPFG (see attachment B of this presentation)
- All documents on the website need to be ADA compliant
- Conversion price per page is \$0.98 for historical documents prior to 10/01. Historical agenda packages cannot be manipulated to minimize conversion costs.
- The average District website page count, (before adjustments), currently on the websites are 1,500
- The Board needs to approve the conversion of the documents with a not to exceed of \$1,500. The District will only be charged for documents converted and will receive a report as to page count. Payment due as service is rendered.

Total FY 2019 Cost for Conversion Based on Average is \$1,500

Component 2 – Document Conversion

DOCUMENTS AFTER 10/01/2019

- **Campus Suite – On Demand Service and Remediation of non-compliant Documents**
- **Annual charge of \$900 - Billed Quarterly – 1st bill will be 10/01/2019**
- **On Demand Service & Remediation – agenda documents will be uploaded to the website pursuant to State Statute requirements – Campus Suite will scan and remediate non-compliant documents within 48 hours of upload. Annual price includes the remediation of 750 pages annually. Documents in excess of 750 pages are charged at \$0.98 per page**
- **Campus Suite will distribute a report to the District for those vendors who are non-compliant**

Total Annual Cost for Ongoing Maintenance is \$900 Annually

Mitigation of Remediation - DPFG

- DPFG will be e-mailing major vendors as to the requirement for ADA compliant documents; i.e. contracts and proposals. These vendors will include District Counsel, aquatics, landscape maintenance, and other contracted entities. Additionally any new contracted vendors will be notified.
- DPFG will be designing an ADA compliant agenda and budget template
- DPFG will upload documents to the website as well as make any calendar changes
- The District will review a report monthly.
- DPFG will notify the respective parties as to non-compliance on a quarterly basis

Total Annual Cost for Ongoing Mitigation of Remediation of Documents and Uploading is \$500 Annually

ATTACHMENT B

Statute Required Documents

Pursuant to Section 189.069, Florida Statutes, below please find a checklist of the information required to be included on the website of a community development district. A copy of Section 189.069, Florida Statutes, is also attached for your reference.

EFFECTIVE JULY 1, 2014:

All districts must have a website by October 1, 2015 (or by the end of the first full fiscal year after establishment). With emphasis added on a few items, the website must contain:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, address, e-mail address, and, if applicable, the term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190, as the uniform charter, *but must include information relating to any grant of special powers.*
- f. The mailing address, e-mail address, telephone number, and *Internet website uniform resource locator* of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, *and a hyperlink* to generally applicable ethics provisions.
- k. The budget of each special district, in addition to amendments in accordance with s. 189.418.
- l. The final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district.

Each district must submit its official internet website address to the Department of Economic Opportunity. The Department's website must include a link to each special district.

EFFECTIVE OCTOBER 1, 2016:

The website must further contain:

- m. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.¹
- n. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.²
- o. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.³
- p. A list of regularly scheduled meetings must be included on District websites.
- q. The District's public facilities report must be included on District websites.
- r. A link to the Department of Financial Services website must be included on District websites.
- s. At least seven (7) days before a meeting or workshop, a District must post its agenda, along with any meeting materials available, on its website where it must remain for one (1) year.

If you have any questions about the above information, please do not hesitate to contact me.

¹ Fla. Stat. § 189.016(4).

² Fla. Stat. § 189.016(4).

³ Fla. Stat. § 189.016(7).

(d) All special districts created or established by rule of the Governor and Cabinet may be reviewed as directed by the Governor and Cabinet.

(e) Except as provided in paragraphs (a)-(d), all other special districts may be reviewed as directed by the President of the Senate and the Speaker of the House of Representatives.

(3) All special districts, governmental entities, and state agencies shall cooperate with the Legislature and with any local general-purpose government seeking information or assistance with the oversight review process and with the preparation of an oversight review report.

(4) Those conducting the oversight review process shall, at a minimum, consider the listed criteria for evaluating the special district, but may also consider any additional factors relating to the district and its performance. If any of the listed criteria do not apply to the special district being reviewed, they need not be considered. The criteria to be considered by the reviewer include:

(a) The degree to which the service or services offered by the special district are essential or contribute to the well-being of the community.

(b) The extent of continuing need for the service or services currently provided by the special district.

(c) The extent of municipal annexation or incorporation activity occurring or likely to occur within the boundaries of the special district and its impact on the delivery of services by the special district.

(d) Whether there is a less costly alternative method of delivering the service or services that would adequately provide the district residents with the services provided by the district.

(e) Whether transfer of the responsibility for delivery of the service or services to an entity other than the special district being reviewed could be accomplished without jeopardizing the district's existing contracts, bonds, or outstanding indebtedness.

(f) Whether the Auditor General has notified the Legislative Auditing Committee that the special district's audit report, reviewed pursuant to s. 11.45(7), indicates that the district has met any of the conditions specified in s. 218.503(1) or that a deteriorating financial condition exists that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such condition.

(g) Whether the district is inactive according to the official list of special districts, and whether the district is meeting and discharging its responsibilities as required by its charter, as well as projected increases or decreases in district activity.

(h) Whether the special district has failed to comply with any of the reporting requirements in this chapter, including preparation of the public facilities report.

(i) Whether the special district has designated a registered office and agent as required by s. 189.014, and has complied with all open public records and meeting requirements.

(5) Any special district may at any time provide the Legislature and the local general-purpose government conducting the review or making decisions based upon the final oversight review report with written responses

to any questions, concerns, preliminary reports, draft reports, or final reports relating to the district.

(6) This section does not apply to a deepwater port listed in s. 311.09(1) which is in compliance with a port master plan adopted pursuant to s. 163.3178(2)(k), or to an airport authority operating in compliance with an airport master plan approved by the Federal Aviation Administration, or to any special district organized to operate health systems and facilities licensed under chapter 395, chapter 400, or chapter 429.

History.—s. 23, ch. 97-255; s. 46, ch. 2001-266; s. 22, ch. 2004-305; s. 6, ch. 2006-197; s. 48, ch. 2014-22; s. 15, ch. 2016-22.

Note.—Fonner s. 189.428.

189.069 Special districts; required reporting of information; web-based public access.-

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection (1).

History.—s. 54, ch. 2014-22; s. 16, ch. 2016-22.

PART VII

MERGER AND DISSOLUTION

189.07	Definitions.
189.071	Merger or dissolution of a dependent special district.
189.072	Dissolution of an independent special district.
189.073	Legislative merger of independent special districts.
189.074	Voluntary merger of independent special districts.
189.075	Involuntary merger of independent special districts.
189.076	Financial allocations.
189.0761	Exemptions.

189.07 Definitions.—As used in this part, the term:

(1) "Component independent special district" means an independent special district that proposes to be merged into a merged independent district, or an independent special district as it existed before its merger into the merged independent district of which it is now a part.

(2) "Elector-initiated merger plan" means the merger plan of two or more independent special districts, a majority of whose qualified electors have elected to merge, which outlines the terms and agreements for the official merger of the districts and is finalized and approved by the governing bodies of the districts pursuant to this part.

(3) "Governing body" means the governing body of the independent special district in which the general legislative, governmental, or public powers of the district are vested and by authority of which the official business of the district is conducted.

(4) "Initiative" means the filing of a petition containing a proposal for a referendum to be placed on the ballot for election.

(5) "Joint merger plan" means the merger plan that is adopted by resolution of the governing bodies of two or more independent special districts that outlines the terms and agreements for the official merger of the districts and that is finalized and approved by the governing bodies pursuant to this part.

(6) "Merged independent district" means a single independent special district that results from a successful merger of two or more independent special districts pursuant to this part.

(7) "Merger" means the combination of two or more contiguous independent special districts resulting in a newly created merged independent district that assumes jurisdiction over all of the component independent special districts.

(8) "Merger plan" means a written document that contains the terms, agreements, and information regarding the merger of two or more independent special districts.

(9) "Proposed elector-initiated merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that accompanies the petition initiated by the qualified electors of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(10) "Proposed joint merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that has been prepared pursuant to a resolution of the governing bodies of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(11) "Qualified elector" means an individual at least 18 years of age who is a citizen of the United States, a permanent resident of this state, and a resident of the district who registers with the supervisor of elections of a county within which the district lands are located when the registration books are open.

History.— s. 1, ch. 2012-16; s. 17, ch. 2014-22.

Note.—Fonners. 189.4042(1).

189.071 Merger or dissolution of a dependent special district.

(1) The merger or dissolution of a dependent special district may be effectuated by an ordinance of the local general-purpose governmental entity wherein the geographical area of the district or districts is located. However, a county may not dissolve a special district that is dependent to a municipality or vice versa, or a dependent district created by special act.

(2) The merger or dissolution of an active dependent special district created and operating pursuant to a