

***UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT***

Advanced Board Package

Regular Meeting

***Tuesday
April 2, 2019***

9:00 a.m.

***Residence Inn
2101 Northpointe Parkway
Lutz FL***

***Note: The Advanced Board Package is a working document and thus all materials
are considered***

DRAFTS prior to presentation and Board acceptance, approval or adoption.

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano Lore Yeira	DPFG 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.

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday, April 2, 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 Minutes for November 6, 2018 Meeting **Exhibit 1**
- B. Acceptance of the February 2019 Financials **Exhibit 2**

IV. Business Matters

- A. Ratification of Resolution 2019-02 Re-Designating Officers **Exhibit 3**
- B. Consideration and Adoption of Resolution 2019-03
Authorizing the Chairman to Execute Plats, Permits &
Conveyances **Exhibit 4**
- C. Ratification of Innovative Employer Solutions Inc. Payroll Service
Agreement **Exhibit 5**
- D. Acceptance of VenturesInc Host Website Proposal **Exhibit 6**

IV. Staff Reports

A. District Manager

- 1. Aquatic Systems March 2019 Report **Exhibit 7**

B. Attorney

C. District Engineer

V. Supervisors Request

VI. Audience Questions and Comments on Other Items

VII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT**

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

FIRST ORDER OF BUSINESS – Roll Call

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 was:

Paul Cusmano	District Manager, DPF Management & Consulting LLC
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The following is a summary of the discussions and actions taken at the November 6, 2018 Union Park East CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. **Exhibit 1:** Approval of the Minutes from the September 27, 2018 Meeting

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to accept the Consent Agenda item A for the Union Park East Community Development District.

FOURTH ORDER OF BUSINESS – Business Matters

A. **Exhibit 2:** Consideration and Approval of Resolution 2019-01; Adopting the Revised Budget Amendment

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved Resolution **2019-01**; Adopting the Revised Budget Amendment for the Union Park East Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

1. **Exhibit 3:** Aquatic Systems October 2018 Report

B. Attorney

There being none, next item followed.

C. District Engineer

There being none, next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, next item followed.

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

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

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

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

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

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

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

Union Park East CDD
Financial Report Summary - General Fund & Construction Fund
2/28/2019

For The Period Ending :	GENERAL FUND 2/28/2019	CONSTRUCTION 2017 A-1 2/28/2019	CONSTRUCTION 2017 A-3 2/28/2019
CASH BALANCE	\$ 170,343	\$ 32,419	\$ 1,515
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	1,585,594	83,493
LESS: ACCOUNTS PAYABLE	(135,608)	(1,192,303)	(10,694)
NET CASH BALANCE	\$ 34,735	\$ 425,710	\$ 74,314

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	\$ 159,230	\$ 226,139	\$ (66,909)
EXPENDITURES (YTD)	(126,965)	(122,275)	(4,690)
NET OPERATING CHANGE	\$ 32,265	\$ 103,864	\$ (71,599)
AVERAGE MONTHLY EXPENDITURES	\$ 25,393	\$ 24,455	\$ (938)
PROJECTED EOY BASED ON AVERAGE	\$ 304,716	\$ 415,735	\$ 111,019

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)	\$ 121,470	\$ 94,225	\$ 27,245
ASSESSMENTS-OFF-ROLL (NET)	37,761	-	37,761
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	37,481	52,052	14,571
FIELD SERVICE EXPENDITURES - LANDSCAPE	55,975	20,084	(35,891)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	-	26,250	26,250
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	31,050	5,000	(26,050)
FIELD SERVICE EXPENDITURES - SECURITY	-	-	-
FIELD SERVICE EXPENDITURES - OTHER	2,459	18,789	16,330
AMENITY CENTER EXPENDITURES	-	-	-
RESERVE	-	-	-
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 126,965	\$ 122,175	\$ (4,790)

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

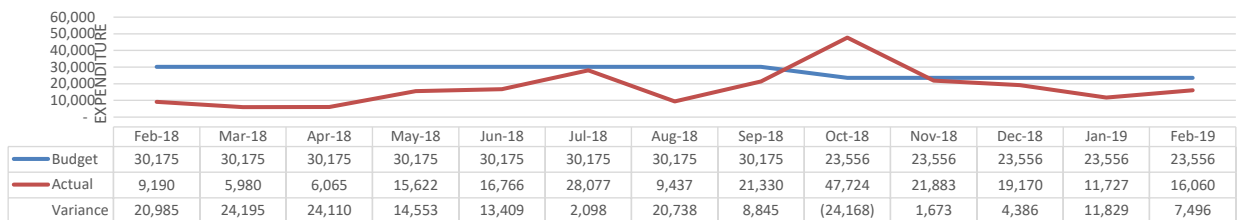


EXHIBIT 3.

RESOLUTION 2019-02

A RESOLUTION RE-DESIGNATING OFFICERS OF THE
UNION PARK EAST COMMUNITY DEVELOPMENT
DISTRICT

WHEREAS, the Board of Supervisors of the Union Park East Community Development District at the business meeting held on _____, 2019 desires to appoint the below recited persons to the offices specified.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT:

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

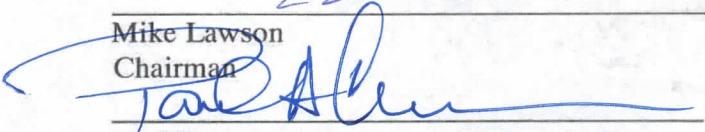
<u>Mike Lawson</u>	Chairman
<u>Doug Draper</u>	Vice Chairman
<u>Paul Cusmano</u>	Secretary
<u>Patricia Comings-Thibault</u>	Treasurer
<u>Maik Aagaard</u>	Assistant Treasurer
<u>Janet Johns</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
_____	Assistant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

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

Adopted this ____ day of ____, 2019.



Mike Lawson
Chairman



Paul Cusmano
Secretary

EXHIBIT 4.

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST 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 Union Park East 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 UNION PARK EAST
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 _____ DAY OF _____, 2019.

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

EXHIBIT 5.

Payroll Service Agreement

This Payroll Service Agreement (this “**Agreement**”) is entered into as of April 1, 2019, between the **Union Park East Community Development District**, whose mailing address is c/o DPFG, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. (the “**District**”) and **Innovative Employer Solutions, Inc.**, a Florida corporation, whose mailing address is 635 93rd Ave N, St Petersburg, FL 33712 (the “**Contractor**”).

Background Information

The District has employees, and may hire additional employees from time to time, to assist with the District’s operation and maintenance services. The Contractor provides payroll services and the District desires to retain the Contractor to provide payroll services as described in this Agreement. The District employees are not to be considered employees of the Contractor or covered by Contractor’s workers' compensation.

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. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **District Responsibilities.** The District is responsible for hiring and overseeing the District employees, retaining insurance, including workers compensation insurance, for the District employees as required by law, including any workers' compensation claims, benefit claims (if any benefits are provided), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
5. **Scope of Services.** The Contractor shall perform the specific payroll services described below:
 - a) Based on information supplied by the District, the Contractor shall prepare and distribute payroll checks to the District’s employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax.
 - b) Contractor shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client’s tax identification numbers.
6. **Compensation.** The District agrees to compensate the Contractor pursuant to the service fees and other fees as specified on **Exhibit A** hereto titled "Fee Schedule." All funds due to Contractor are payable prior to Contractor’s issuance of payroll checks each pay period and shall be paid to

Contractor following the end of each pay period, no later than 2 business days prior to the date paychecks are to be distributed to assigned employees.

7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
8. **Compliance with Laws.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District.
10. **Indemnification.**
 - a) Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto.
 - b) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend and hold the Contractor and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the District, including litigation or any appellate proceedings with respect thereto.
 - c) Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
 - d) The indemnifications provided under this section are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

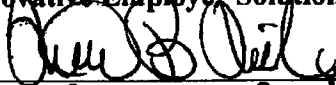
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT Paul.Cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

12. **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.
13. **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.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, which shall not be unreasonably withheld.
16. **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.
17. **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.
18. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[signature page to follow]

Signature Page for Payroll Service Agreement

Innovative Employer Solutions, Inc.


Name: RICHARD B. KIRAKOF
Title: PRESIDENT

3/8/19

**Union Park East Community Development
District**


Chair/Vice-Chair of the Board of Supervisors

Exhibit A
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPFG. No delivery fee for payrolls delivered to DPFG in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.

EXHIBIT 6.

APPLICATION HOSTING AGREEMENT

CommunityXS

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

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

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

Organization/Community/CDD/HOA

Print Name and Title

Sign

Date

EXHIBIT 7.



Union Park East Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 3/21/2019

Prepared for:

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

Prepared by:

Patrick Brophy, Account Representative/Biologist

Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

Site: 16

**Comments:** Site looks good

Shorelines grasses were noted to be decomposing following recent shoreline grass treatments (all pictures). No shoreline filamentous algae was observed and the open water of the lake exhibited high water clarity.

Site: 5, 6

**Comments:** Normal growth observed

Filamentous algae growth was noted in sites #5 (above) and #6 (top and bottom right) and will be targeted at an upcoming maintenance visit. Construction debris was noted as well and will be addressed during the same visit.

Site: 2, 7

**Comments:** Normal growth observed

Site #2 (above) had minor shoreline grass regrowth which will be targeted at an upcoming maintenance visit. No other issues were observed. Site #7 (top and bottom right) was seen with high turbidity and Alligator Weed that requires treatment.

Site: 3, 4

**Comments:** Normal growth observed

The surface of Site #3 was observed with 50% coverage of filamentous algae, which requires treatment. Filamentous algae coverage in site #4 (top and bottom right) was less than 10% surface coverage, which will be targeted at an upcoming visit.

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Site: 1



Comments: Site looks good

The perimeter of Site #1 was noted to be free of shoreline vegetation upon inspection and was in good condition. The open water of the lake was noted to be turbid, likely a result of nearby ongoing construction.

Site: 13, 14



Comments: Normal growth observed

Site #13 (above) was seen with normal growth of bottom filamentous algae, which is beginning to grow to the surface and will be managed. Site #14 (top and bottom right) was seen with 1-4 feet of treated grasses around the perimeter and treated Cattails.

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Site: 20



Comments: Normal growth observed

New growth of Primrose, Cattails, and Pennywort along the shoreline of Site #20 will be treated during our upcoming regularly scheduled maintenance visits. Results from herbicide applications are expected to be visible 14-21 days from treatment.

Site: 21



Comments: Normal growth observed

High turbidity was noted in site #21, which is adjacent to active construction. The floating weed, Azolla, Torpedograss and Pennywort were seen around the perimeter and will be targeted at an upcoming maintenance visit.

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Site: 13



Comments: Normal growth observed

Filamentous algae and grasses around the perimeter of Site #13 received treatment during our maintenance visit on 3/21. Results from algaecide applications take roughly 10-14 days. Results from grass treatments take approximately 14-21 days.

Management Summary

The waterway inspection report for Union Park East CDD was performed on March, 21st, 2019 for thirteen sites in the community. Surface filamentous algae growth was seen in several ponds, which will be more common with quicker growth seen between maintenance visits. The majority of the growth was seen as a perimeter swath under a foot wide, which is an anticipated amount of growth to observe between monthly maintenance visits. Sites #3, #5 and #6 were seen with the highest percent surface coverage of algae although site #5 was reduced since the last inspection report. All three sites require treatment at the next maintenance visit.

Turbidity was elevated in several of sites inspected, which is a measure of the degree to which the water loses its transparency due to the presence of suspended particulates. Sites #1, #7, #20 and #21 were noted with turbidity during the site visit. The more total suspended solids in the water, the murkier it seems and the higher the turbidity. Higher turbidity can be expected with recently excavated stormwater ponds and areas with active construction and will be monitored during routine visits.

All sites in the community are recommended for native plant installations in order to create a living shoreline for the long-term health of the stormwater system. Shoreline vegetative buffers are probably the single most important natural aspect to promoting good water quality in a pond. Proper perimeter vegetation allows for the filtration of excess nutrients such as phosphorus and nitrogen from the water column, as well as from inflowing water runoff from the surrounding watersheds that typically occur after every rain event. These buffers also help to maintain shoreline stability and prevent erosion and sedimentation.

Recommendations/Action Items

- Monitor Erosion and Turbidity.
- Continue Routine Maintenance of Invasive Vegetation.
- Target Algae Growth in Sites #3, #5 and #6.

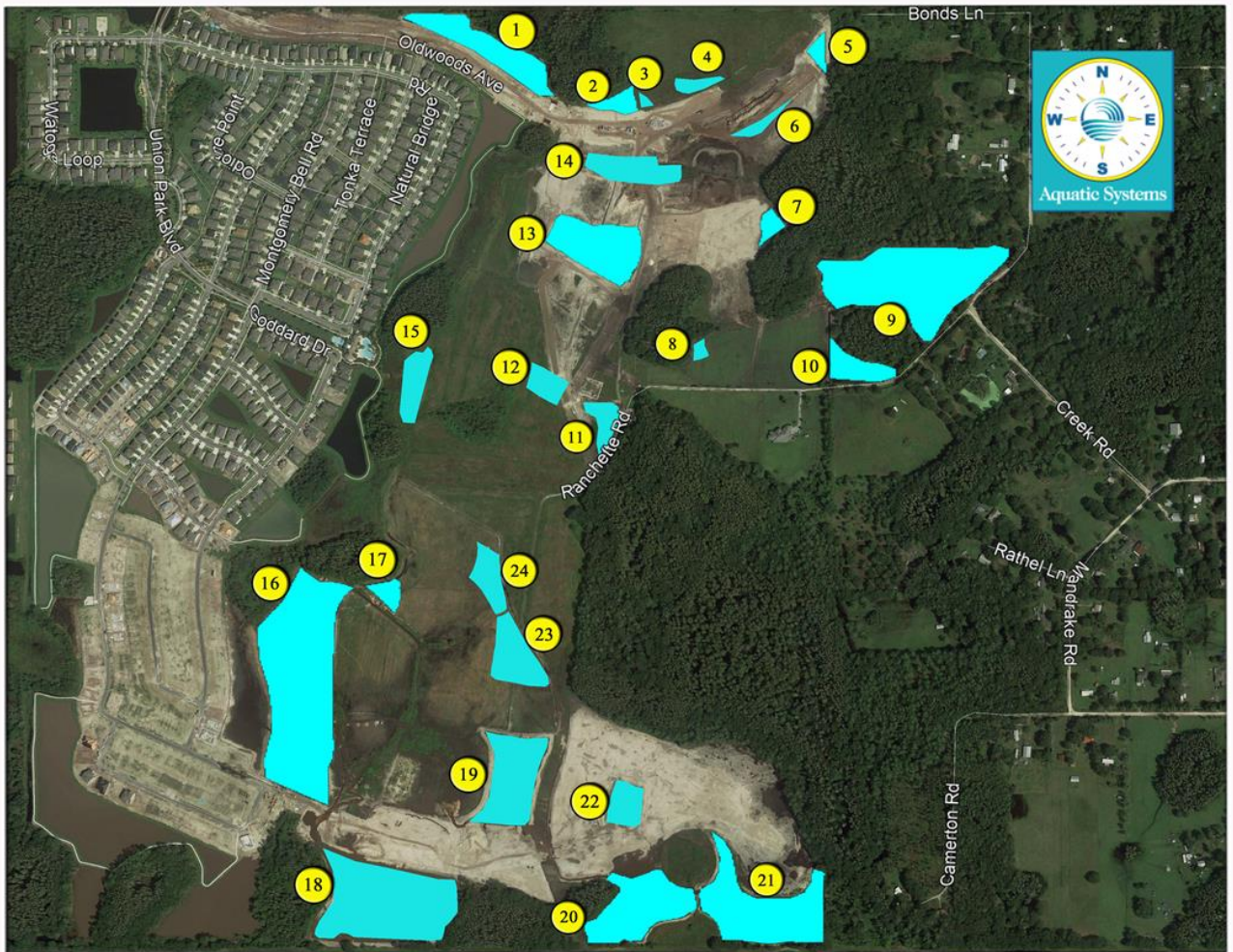
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Union Park East CDD

Wesley Chapel, FL

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