

***UNION PARK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday
November 6, 2018
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.

UNION PARK COUNTY COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the Residence Inn, 2101 Northpointe Parkway, Lutz FL

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

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

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT

OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

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

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

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

UNION PARK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday November 6, 2018
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 from October 2, 2018 Meeting** **Exhibit 1**

IV. Business Matters

- A. Consideration and Adoption of Resolution 2019-02** **Exhibit 2**
Canvassing and Certifying the Landowners Election
- B. Consideration and Adoption of Resolution 2019-03** **Exhibit 3**
Designating Officers
- C. Consideration and Approval of Resolution 2019-04** **Exhibit 4**
Adopting the Revised Budget Amendment
- D. Ratification and Approval for The Facility** **Exhibit 5**
Maintenance and Systems Construction Agreement

V. Staff Reports

- A. District Manager**
- 1. Aquatic Systems October Report** **Exhibit 6**
- B. District Counsel**
- C. District Engineer**

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

Exhibit 1

Ms. Yeira opened the floor for the district manager, district counsel, and district engineer to present their staff reports.

A. District Manager

Mr. Cusmano presented the CISTECH proposal (**Exhibit 5**) and the Aquatic Systems September pond report (**Exhibit 6**) to the Board for their review and consideration.

1. **Exhibit 5:** Consideration and Approval of CISTECH Proposal for Key Pad Integration

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the CISTECH Proposal for Key Pad Integration for the Union Park Community Development District.

SIXTH ORDER OF BUSINESS – Supervisors Requests

Ms. Yeira opened the floor for the supervisors to present their requests. There being none, next item followed.

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

Ms. Yeira opened the floor for the audience to ask questions and to make comments on other items. There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned the meeting for the Union Park 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

RESOLUTION 2019- 02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNION PARK
COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND
CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF
SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA
STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE
BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Union Park Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on November 6, 2018, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the November 6, 2018 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

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

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown below:

_____	_____ Votes	(4 year term)	Seat # 3
_____	_____ Votes	(4 year term)	Seat # 4
_____	_____ Votes	(2 year term)	Seat # 5

SECTION 3. Said terms of office commence on November 6, 2018.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict

with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED this 6th day of November, 2018.

ATTEST:

**UNION PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Exhibit 3

RESOLUTION 2019- 03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF UNION PARK
COMMUNITY DEVELOPMENT DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

<u>Michael 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>Lori Price</u>	Assistant Secretary
<u>Lore Yeira</u>	Assistant Secretary
<u>Janet Johns</u>	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2018.

ATTEST:

**UNION PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Exhibit 4

RESOLUTION 2019- 04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “**Board**”) of the Union Park Community Development District (the “**District**”) previously adopted its budget for fiscal year 2017/2018;

WHEREAS, the Board desires to relocate funds budgeted to reflect appropriated revenues and expenses approved during the fiscal year;

WHEREAS, the District is empowered by section 189.016, Florida Statutes to adjust the budget based on actual revenues and expenses; and

WHEREAS, the District Manager has submitted a proposed amended budget to reflect appropriated revenues and expenses approved during the fiscal year 2017/2018 (the “**Amended Budget**”), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Recitals.** The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. **Amended Budget.** The Board hereby finds and determines as follows:
 - a. That the Board has reviewed the Amended Budget, a copy of which is on the District’s website, on file with the office of the District Manager, and at the District’s Records Office.
 - b. The Amended Budget is hereby adopted and shall accordingly amend the previously adopted budget for fiscal year 2017/2018.
 - c. That the Amended Budget shall be maintained in the office of the District Manager and at the District’s Records Office and identified as the “Amended Budget for the Union Park Community Development District for the Fiscal Year Beginning October 1, 2017, and Ending September 30, 2018”.
 - d. The Amended Budget shall be posted by the District Manager on the District’s official website within five (5) days after adoption and remain on the website for at least two (2) years.
3. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Conflicts.** This Resolution is intended to supplement the original resolution adopting the budget for fiscal year 2017/2018, which remain in full force and effect. This Resolution and the original resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
5. **Effective Date.** This Resolution shall become effective upon its adoption.

Passed and adopted this 6th day of November 2018.

Attest:

**Union Park
Community Development District**

Lore Yeira
Assistant Secretary

Chair/ Vice Chair of the Board of Supervisors

Exhibit A: 2017/2018 Amended Budget

Union Park CDD
General Fund - Budget Amendment #1
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period From October 1, 2017 to September 30, 2018

	FY2018 ADOPTED BUDGET	9/30/2018 ACTUAL YEAR-TO-DATE	FY 2018 PROPOSED AMENDMENT	FY 2018 AMENDED BUDGET
REVENUES				
SPECIAL ASSESSMENTS ON ROLL (Net)	\$ 616,391	\$ 618,934	\$ 2,543	\$ 618,934
ASSESSMENTS OFF ROLL - GOLDENRANCH LLC	72,621	53,380	(19,241)	53,380
ASSESSMENTS OFF ROLL - DR HORTON	-	11,544	11,544	11,544
OFF ROLL ASSESSMENTS - LOT CLOSINGS	-	7,696	7,696	7,696
MISCELLANEOUS REVENUE	-	-	-	-
GATE ACCESS CARDS	-	350	350	350
RENTAL REVENUE	-	-	-	-
INTEREST REVENUE	-	311	311	311
DEFICIT FUNDING	-	-	44,156	44,156
TOTAL REVENUES	\$ 689,012	\$ 692,215	\$ 47,359	\$ 736,371
EXPENDITURES				
ADMINISTRATIVE				
BOARD OF SUPERVISORS	8,000	4,200	(3,800)	4,200
PAYROLL TAXES	612	321	(291)	321
PAYROLL SERVICES	745	412	(333)	412
SUPERVISOR TRAVEL PER DIEM	300	76	(224)	76
MANAGEMENT CONSULTING SERVICES	25,000	24,996	(4)	24,996
CONSTRUCTION ACCOUNTING SERVICES	3,000	3,000	-	3,000
PLANNING & COORDINATING SERVICES	36,000	36,000	-	36,000
ADMINISTRATIVE SERVICES	3,600	3,600	-	3,600
BANK FEES	175	276	101	276
MISCELLANEOUS	500	788	288	788
AUDITING	4,000	2,650	(1,350)	2,650
INSURANCE (Liability, Property & Casualty)	18,385	21,701	3,316	21,701
REGULATORY AND PERMIT FEES	175	175	-	175
LEGAL ADVERTISEMENTS	750	850	100	850
LEGAL SERVICES	8,500	8,818	318	8,818
PERFORMANCE & WARRANTY BOND PREMIUM	2,500	2,500	-	2,500
ENGINEERING SERVICES	8,500	2,954	(5,546)	2,954
PROPERTY APPRAISER	750	-	(750)	-
PROPERTY TAX - 32885 NATURAL BRIDGE ROAD	60	-	(60)	-
MEETING ROOM RENTAL	1,440	180	(1,260)	180
WEBSITE HOSTING	720	738	18	738
COUNTY ASSESSMENT COLLECTION FEES	-	278	278	278
TOTAL ADMINISTRATIVE	123,712	114,513	(9,199)	114,513
DEBT SERVICE ADMINISTRATION:				
DISSEMINATION AGENT	6,500	6,500	-	6,500
TRUSTEE FEES	12,391	12,391	-	12,391
ARBITRAGE	1,500	2,700	1,200	2,700
BUDGET FUNDING AGREEMENT	50,000	50,000	-	50,000
TOTAL DEBT SERVICE ADMINISTRATION	70,391	71,591	1,200	71,591

Union Park CDD
General Fund - Budget Amendment #1
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period From October 1, 2017 to September 30, 2018

	FY2018 ADOPTED BUDGET	9/30/2018 ACTUAL YEAR-TO-DATE	FY 2018 PROPOSED AMENDMENT	FY 2018 AMENDED BUDGET
FIELD OPERATIONS:				
STREETLIGHTS	82,020	87,971	5,951	87,971
ELECTRICITY (Pumps)	4,200	10,407	6,207	10,407
WATER	3,000	950	(2,050)	950
LANDSCAPE MAINTENANCE	172,488	185,353	12,865	185,353
LANDSCAPE REPLENISHMENT	56,573	58,382	1,809	58,382
IRRIGATION MAINTENANCE	9,000	5,698	(3,302)	5,698
RUST PREVENTION	8,140	7,140	(1,000)	7,140
ENVIRONMENTAL MITIGATION & MAINTENANCE	6,900	4,050	(2,850)	4,050
POND MAINTENANCE	8,556	8,836	280	8,836
STORMWATER DRAIN	8,000	-	(8,000)	-
NPDES	5,400	-	(5,400)	-
BRIDGE MAINTENANCE	5,000	-	(5,000)	-
FIELD MANAGER	8,781	21,330	12,549	21,330
AMENITY MANAGEMENT	3,000	3,000	-	3,000
FIELD SERVICE MANAGEMENT	5,000	5,000	-	5,000
FIELD MANAGER TRAVEL	1,400	2,397	997	2,397
SPLASH ZONE MAINTENANCE	2,500	270	(2,230)	270
STREET SWEEP	8,000	9,588	1,588	9,588
FIELD CONTINGENCY/ MISC FIELD EXPENSES	3,000	3,156	156	3,156
SECURITY	3,600	3,600	-	3,600
HOLIDAY LIGHTING	5,000	5,900	900	5,900
CAPITAL OUTLAY	-	5,200	5,200	5,200
TOTAL FIELD OPERATIONS	409,558	428,228	18,670	428,228
COMMUNITY AMENITIES MAINTENANCE:				
POOL MAINTENANCE (Contract)	7,260	6,655	(605)	6,655
POOL MAINTENANCE & REPAIRS	4,260	4,509	249	4,509
SPLASH PAD MAINTENANCE	1,620	1,485	(135)	1,485
POOL PERMITS	275	425	150	425
AMENITY CENTER CLEANING & MAINTENANCE	11,400	11,400	-	11,400
AMENITY CENTER INTERNET	2,100	2,219	119	2,219
AMENITY CENTER ELECTRICITY	14,400	10,419	(3,981)	10,419
AMENITY CENTER WATER	14,400	11,619	(2,781)	11,619
AMENITY CENTER PEST CONTROL	636	688	52	688
AMENITY CENTER RUST REMOVAL	6,000	8,300	2,300	8,300
PET WASTE REMOVAL	2,400	2,400	-	2,400
AMENITY CENTER REFUSE SERVICE	2,000	1,230	(770)	1,230
AMENITY CENTER LANDSCAPE MAINTENANCE	5,000	-	(5,000)	-
COMMUNITY EVENTS & SUPPLIES	5,000	-	(5,000)	-
MISC AMENITY CENTER REPAIRS & MAINTENANCE	5,000	5,212	212	5,212
TOTAL COMMUNITY AMENITIES MAINTENANCE	81,751	66,561	(15,190)	66,561
RESERVES				
RESERVE STUDY	3,600	-	(3,600)	-
TOTAL RESERVES				
UNBUDGETED EXPENDITURES	-	50,093	50,093	50,093
TOTAL EXPENDITURES O&M	689,012	730,986	41,974	730,986
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ (38,771)	\$ 5,385	\$ 5,385
FUND BALANCE - BEGINNING (UNASSIGNED)	(5,385)	(5,385)	(5,385)	(5,385)
FUND BALANCE - ENDING	\$ (5,385)	\$ (5,385)	\$ 0	\$ -

Exhibit 5

AGREEMENT FOR FACILITY MAINTENANCE AND SYSTEMS CONSTRUCTION

THIS AGREEMENT is made effective the 29th day of October 2018, by and between the **UNION PARK COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statute, ("**District**") and the **UNION PARK MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation ("**Association**").

RECITALS:

A. District is the owner of lands and facilities within the development known as Union Park ("**Development**"), and Association is the community association pursuant to restrictions for the Development.

B. District is responsible for the installation, repair and maintenance of certain infrastructure facilities and associated systems (the "**Facilities and Systems**").

C. Association was formed to preserve and enhance the values and quality of life in the Development and the health, safety and welfare of the residents thereof.

D. Association and District desire to co-operate in the funding for the installation, repair and maintenance of the Facilities and Systems, for the benefit of all residents of the District and Association Owners.

E. District possesses experience arranging for the installation, repair and maintenance of the Facilities and Systems within the District.

F. Association has sufficient funds available to contribute to the installation, repair and maintenance of the Facilities and Systems within the District without any increase in assessments to Owners.

G. District and Association desire to enter into an agreement whereby the Association funds the installation, repair and maintenance of the Facilities and Systems, and the District is principally responsible for contracting and supervising the installation, repair and maintenance of the Facilities and Systems

NOW THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, District and Association agree as follows:

1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.

2. Construction Contracts and Funding.

a) The parties acknowledge that it is in the best interest of the residents and property owners in the District to provide for the Facilities and Systems. The District shall be responsible for contracting and supervising the installation, repair and maintenance

of the Facilities and Systems. The District shall ensure that evidence of insurance required by this Agreement shall be provided to District and Association at the time of execution of any construction contracts.

- b) The District will invoice the Association for the amount of the contract billings as they are received during the construction period. The District shall not include any administrative fees or overhead of the District, and shall only include those expenses directly related to the construction contracts. District shall pay the contract billings after it receives the payment from the Association or may elect for the Association to pay the contract billings directly to the contractors.

3. Association's Review of Proposal. Within seven (7) days after District receives a proposal(s) for construction of the recreation facilities and associated systems, District shall provide a copy of the proposal to Association for review. If Association objects to the proposal in any respect, Association shall promptly notify District of its objections. In such event, Association and District agree to cooperate in good faith toward resolving Association's objections prior to District's acceptance of the proposal.

4. Payment. The District shall invoice the Association no more than twice a month for the contract billings that the District will receive during the construction period so that the District can be funded to pay the billings. In lieu of the Association funding the District, the District may elect for the Association to pay the contract billings directly to the contractor. The total amount funded to the District or paid to a contractor by the Association shall not exceed the available unrestricted funds available in the Association's budget. Any cost of construction that exceeds the Association available unrestricted funds shall be paid by the District. Invoices will be paid in full to the District or contractor within a thirty-day period.

5. Inspection of Records Payment Disputes. Upon request, District shall make available to Association for review at a reasonable time and place, its books and records with respect to the construction costs. In the event of a dispute between the parties relating to the reimbursement of the construction costs, Association shall pay the amount requested by District in the time frame set forth above. Association shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Association to dispute the correct amount of such required payment.

6. Termination. This Agreement shall terminate upon the final completion and acceptance of the Facilities and Systems. Notwithstanding anything in this Agreement to the contrary, the District and Association shall each have the right to terminate this Agreement upon thirty (30) days written notice with or without cause. District shall ensure that all contracts with persons or entities performing services contain a provision that such contract may be terminated, upon thirty (30) days written notice without cause. Upon termination, the District and Association shall account to each other with respect to all matters outstanding as of the date of termination.

7. Insurance. District shall ensure that the following language is included in all contracts with persons or entities performing services:

- a) The Contractor shall provide and maintain during the term of this Contract "Workmen's Compensation Insurance" in accordance with the laws of the State of Florida for all of his employees employed at the site of the project and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b) The Contractor shall provide and maintain during the term of this Contract, insurance that will protect him, and any Subcontractor performing Work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will defend, indemnify and hold harmless the District and Association, and their agents and employees from and against all claims, costs, expenses, including attorneys' fees and damages arising out of or resulting from the performance of the Work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claims, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with limits as follows:

- 1. Commercial General Liability Insurance - \$ 2,000,000.00, including bodily injury, and products and/or completed operations, explosion hazard, collapse hazard and underground property damage hazard. The Owner shall be named as an additional insured.
 - 2. Comprehensive auto liability insurance - \$ 2,000,000.00.
 - 3. Employer's Liability Coverage - \$2,000,000.00 per accident or disease.
- c) All such insurance shall be obtained from companies licensed and authorized or eligible to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.
 - d) Prior to the time of the execution of the Contract, the Contractor will file with the District certificates of such insurance acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the District and shall be in substantially the form provided with the proposal.

- e) The District and Association, their staff, consultants and supervisors shall be named as additional insureds, The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.
- f) If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. The District may waive certain insurance requirements if they are determined to be unnecessary.
- a. Indemnification. District shall ensure that the following language is included in all contracts with persons or entities performing services:
 - a) The Contractor agrees to defend, indemnify, and hold harmless the District, the Association, and their officers, agents and employees 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 out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 190, Florida Statutes, or other statute.
 - b) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

8. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

9. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

10. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

11. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

If to Association: Union Park Master
Homeowners Association, Inc.
c/o Titan Management, LLC
1631 East Vine Street
Suite 300
Kissimmee, FL 34744

If to District: Union Park
Community Development District
c/o DPF
15310 Amberly Drive Ste., 175
Tampa, FL 33647

With a copy to: Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL 33606

12. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. Term. This Agreement shall become effective as of the date of execution by the last signing party and remain in effect until final completion and acceptance of the Facilities and Systems or unless otherwise terminated by either party in accordance with Section 6. of this Agreement.

14. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

15. Interest and Attorneys' Fees. Any payment due from Association to District shall bear interest at the highest permissible rate of interest under the laws of the State of Florida, from the date such payment is due pursuant to this Agreement. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees incurred in appellate proceedings.

16. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other. Any purported assignment without such approval shall be void.

17. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Association beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida

Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

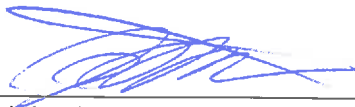
20. Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. Public Records. As required under Section 119.0701, Florida Statutes, Association 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 the contract term and following completion of the contract if the Association 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 Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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.


IN WITNESS WHEREOF, District and Association have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

**UNION PARK
COMMUNITY DEVELOPMENT
DISTRICT**

By: 

Michael Lawson
Chair

**UNION PARK MASTER
HOMEOWNERS ASSOCIATION, INC.**

By: 

John M. Ryan
President

Exhibit 6



Union Park CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 10/25/2018

Prepared for:

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

Prepared by:

Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office

Corporate Headquarters

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

1-800-432-4302

Site: 1

**Comments:** Site looks good

Shoreline vegetation such as Alligator Weed and Torpedograss, within site #1 was targeted during the maintenance visit on 10/4/18. Decomposing grasses were seen during the site visit. Pickerelweed plants were seen with some discoloration and will be monitored. Maintenance will continue as scheduled within the site.

Site: 2

**Comments:** Treatment in progress

Site #2 was treated for filamentous and planktonic algae during the maintenance visit on 9/12/18, with reduced amounts seen during the site visit. Planktonic algae growth within site #2 is persistent and an aeration installation is recommended for the deep site. Perimeter grasses were treated and can be seen decomposing as well.

Site: 3

**Comments:** Normal growth observed

A minor amount of planktonic algae was observed on the northern side of site #3 which will be targeted at the next maintenance visit. Shoreline erosion was noted along the homeowner side (pictured top right). Alligator Weed can be seen decomposing.

Site: 4

**Comments:** Treatment in progress

Filamentous algae, Alligator Weed and Primrose Willow around the perimeter of site #4 were targeted during the maintenance visit on 9/12/18. Treatment results in progress were visible during the site visit.

Union Park CDD Waterway Inspection Report 10/25/2018

Site: 5, 6



Comments: Treatment in progress

Filamentous algae in site #6 (top and bottom right) received treatment on 9/12/18. Shoreline vegetation, such as Alligator Weed (pictured bottom right) was targeted in both sites during the same maintenance visit.

Site: 7, 8



Comments: Treatment in progress

Sites #7 and 8 were both treated for Torpedograss, Alligator Weed and Filamentous algae during the maintenance visit on 9/12/18. Monitoring and maintenance will continue as scheduled.

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Site: 9, 10



Comments: Treatment in progress

Treatments for filamentous algae in sites #9 and 10 occurred on 10/25/18, surface coverage was moderate to high. Both sites have experience persistent filamentous algae growth and are recommended for lake assessments.

Site: 11



Comments: Site looks good

Minor amounts of Torpedograss within site #11 received treatment on 10/4/18. No obvious issues were seen and Maintenance will continue as scheduled.

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Site: 12



Comments: Treatment in progress

Torpedograss and Primrose Willow were targeted during the maintenance visit on 10/4/18. Erosion on the southwestern cover will continue to be monitored (pictured top right) and sidewalk cracking has not worsened although more soil has been displaced.



Union Park CDD Wesley Chapel, FL

1-800-432-4302



MNM

6/2018