

***NORTH AR-1 OF PASCO  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:  
Tuesday, May 3, 2022  
6:00 P.M.***

***Location:  
Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, Florida 33544***

***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.***

# North AR-1 of Pasco Community Development District

c/o Breeze

1540 International Parkway Suite 2000

Lake Mary, FL 32745

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Board of Supervisors

**North AR-1 of Pasco Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the North AR-1 of Pasco Community Development District is scheduled for **Tuesday, May 3, 2022 at 6:00 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544.**

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

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

Sincerely,

*Patricia Thibault*

Patricia Thibault

District Manager

CC: Attorney  
Engineer  
District Records

District: **NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, May 3, 2022

Time: 6:00 PM

Location: Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, FL 33544

**Dial In:** 301-715-8592  
**Meeting ID:** 865 4390 2407  
**Passcode:** 686301

## ***Agenda***

*Note: For the full agenda packet, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

### **I. Roll Call**

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

### **III. Consent Agenda**

- |  |           |
|--|-----------|
| A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 4, 2022 | Exhibit 1 |
| B. Ratification for Professional Traffic Engineering Services<br>SC-000469 – Lincks & Associates, Inc.       | Exhibit 2 |
| C. Ratification for Bahia SOD Around Construction Trailer<br>SC-000490 (\$5320.00)- Grandview Botanicals     | Exhibit 3 |
| D. Ratification for Pedestrian Crossing Investigation<br>SC-000493 – WGI                                     | Exhibit 4 |

### **IV. Business Items**

- |   |           |
|---|-----------|
| A. Consideration of Form 8B–Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offices | Exhibit 5 |
| B. Consideration and Adoption of <b>Resolution 2022-04, Appointing District Manager</b>                         | Exhibit 6 |

- |   |           |
|---|-----------|
| C. Consideration and Adoption of <b>Resolution 2022-05, Designating Officers</b>  | Exhibit 7 |
| D. Consideration and Adoption of <b>Resolution 2022-06, Resolution Designating Primary Administrative Office Headquarters</b> | Exhibit 8 |
| E. Consideration and Adoption of <b>Resolution 2022-07, Resolution Authorizing Bank Account Signatories</b>                   | Exhibit 9 |

**V. Staff Reports**

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

**VI. Supervisors Requests**

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

**VIII. Adjournment**

# **EXHIBIT 1**

1 **MINUTES OF MEETING**

2 **NORTH AR-1 OF PASCO**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the North AR-1 of Pasco Community  
5 Development District was held on Tuesday, January 4, 2022 at 6:12 p.m. at the Hilton Garden Inn, 26640  
6 Silver Maple Parkway, Wesley Chapel, FL 33544.

7 **FIRST ORDER OF BUSINESS – Call to Order**

8 Mr. Krause called the meeting to order and conducted roll call.

9 Present were:

10 Mike Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Lori Price	Board Supervisor, Assistant Secretary
13 Christie Ray	Board Supervisor, Assistant Secretary

14 Also present were:

15 Larry Krause District Manager, DPFG Management & Consulting

16 *The following is a summary of the discussions and actions taken at the January 4, 2022 North AR-1 of*  
17 *Pasco CDD Regular Meeting.*

18 **SECOND ORDER OF BUSINESS – Audience Comments**

19 There being none, the next item followed.

20 **THIRD ORDER OF BUSINESS – Consent Agenda**

21 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting  
22 Held October 5, 2021

23 B. Exhibit 2: Consideration for Acceptance – The November 2021 Unaudited Financial Report

24 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved  
25 Items A & B of the Consent Agenda for the North AR-1 of Pasco Community Development District.

26 **FOURTH ORDER OF BUSINESS – Business Items**

27 A. Exhibit 3: Consideration and Adoption of **Resolution 2022-01, Designating Officers**

28 Mr. Krause stated that this resolution would designate Sonia Valentin as Assistant Treasurer of the  
29 District.

30 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted  
31 **Resolution 2022-01, Designating Officers**, for the North AR-1 of Pasco Community Development  
32 District.

33 B. Exhibit 4: Consideration and Adoption of **Resolution 2022-03, Supplemental Special Assessment**  
34 **Resolution**

35 Mr. Lawson explained that this resolution was associated with the Assessment Area 2 Bonds in the  
36 amount of \$9,800,000.00.

37 1. Exhibit A – Second Supplemental Special Assessment Methodology Report dated October  
38 27, 2021

2. Exhibit B: Report of the District Engineer dated October 18, 2021

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-03, Supplemental Special Assessment Resolution**, for the North AR-1 of Pasco Community Development District.

C. Exhibit 5: Discussion of District Management and Consideration of Contract for New District Management Service

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the Ratification of the Notice of Termination for District Management and Other Services, for the North AR-1 of Pasco Community Development District.

**FIFTH ORDER OF BUSINESS – Staff Reports**

A. District Manager – There being none, the next item followed.

B. District Counsel - 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 Comments – New Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS – Adjournment**

Mr. Krause asked for final questions, comments, or corrections before requesting a motion to adjourn 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 North AR-1 of Pasco 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**





**LINCKS & ASSOCIATES, INC.**

March 29, 2022

Mr. Marc Schwartz

~~Metro Development Group~~ North AR-1 of Pasco CDD  
~~250 International Pkwy #280~~ 1540 International Parkway, Suite 2000  
Lake Mary, FL 32746

Re: Proposal for Professional Traffic Engineering Services for the Phase 1E of the Project Arthur Development Located South of SR 52 and East of the Suncoast Parkway in Pasco County, Florida.

Dear Mr. Schwartz:

At your request, we are pleased to provide you with this proposal for the above referenced project. This proposal is based on the following:

- A. You propose to develop Phase 1E of the Project Arthur Development which is to include 92 Townhomes.
- B. The access to serve the development is proposed to be via Sunlake Boulevard.
- C. You are to provide the site plan and land uses prior to initiation of the analysis.
- D. This proposal is for the Access Management Analysis required for the access to serve the project.

### PROPOSED SCOPE OF SERVICES

Based on our understanding of the above project, we propose the following scope of services to assist you and your project team with the development of the project. The specific tasks are as follows:

#### Task I – Access Management Analysis – Phase 1E

Lincks & Associates, Inc. will prepare the analysis for the subject property. The following represents our best estimate of what Pasco County may require for the analysis for the project.

- 1) Estimate average trip rates for the proposed project based on data contained in the Institute of Transportation Engineers' Trip Generation Manual 10<sup>th</sup> Edition, 2017.
- 2) Estimate daily, AM and PM peak hour project trip ends for the proposed project.

- 3) Estimate distribution of the AM and PM peak hours for the proposed project.
- 4) If necessary, include background traffic associated with the other approved developments in the vicinity of the project.
- 5) Estimate background growth rate to calculate background traffic at buildout.
- 6) Conduct intersection capacity analysis for the AM and PM peak hours for the Sunlake Boulevard and the project access based on the SYNCHRO methodology.
- 7) Estimate if turn lanes are warranted at the project accesses and, if warranted, estimate the required length.

The results of the analysis will be summarized in a Technical Memorandum to be submitted to Pasco County.

#### Task II – Applications

Lincks & Associates, Inc. will prepare the following applications for the Phase 2:

- Sub-Standard Road Application
- Access Management Application

#### Task III – Sufficiency Responses/Meetings and Presentations

Based on our experience with Pasco County staff, it is impossible to quantify the potential comments from the agencies. Lincks & Associates, Inc. will address reasonable comments from the reviewing agencies.

Upon request, we will be available to attend team meetings with you to discuss related recommendations and provide professional representation at various meetings with Pasco County.

### BASIS OF PAYMENT

We are willing to perform the services described above based upon the following:

Task I	Access Management Analysis-Phase 1E .....	Fixed Fee of \$4,000
Task II	Applications .....	Fixed Fee of \$1,500
Task III	Sufficiency Responses/Meetings and Presentations .....	<del>Time and Materials</del> NTE \$2,000.00

The work effort for Task III will be based on the following hourly rates (current calendar year) plus direct and reimbursable expenses:

Principal	\$220/hour
Professional Engineer	\$195/hour
Engineer/Planner	\$160/hour
Sr. Designer	\$110/hour
Technical/Cadd Operator	\$95/hour
Clerical	\$70/hour

Reimbursable expenses include reproduction costs, express postage, travel, long distance telephone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, Inc. plus ten percent for administration and handling.

Invoices for services rendered, including reimbursable expenses, will be submitted on a monthly basis during the course of the work.

#### STANDARD GENERAL CONDITIONS

1. Payment of Invoices - If Client fails to make any payment due Lincks & Associates, Inc. for services and expenses within sixty (60) days after receipt of our invoice, the amounts due shall include a charge at the rate of eighteen (18%) percent per annum from said thirtieth day and, in addition, we may, after giving seven (7) days' written notice, suspend services until payment is received.
2. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
3. Client Furnished Information - Lincks & Associates, Inc. shall consider all information supplied by the Client as accurate and correct. Extra work or work done over because of inaccurate or incorrect information supplied by the Client shall be paid for as Additional Services.
4. Reuse of Documents - All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other projects. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting there from.
5. Cost Estimates - Opinions of probable construction cost provided by Lincks & Associates, Inc. represent our best judgment, but do not constitute a guarantee since

we have no control over contractor pricing.

6. Additional Services by Others - If requested by the Client, we shall obtain proposals from others for Additional Services which are not considered normal or customary Basic Services. The Client will be directly responsible for approving, administering, and paying for these Additional Services. Lincks & Associates, Inc. assumes no responsibility or liability for Additional Services performed by others.
7. Additional Services by Lincks & Associates, Inc. - If authorized by the Client, we shall perform Additional Services not included within this proposal based on our quoted hourly rates plus direct and reimbursable expenses. Reimbursable expenses include reproduction costs, express postage, travel, long distance phone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, Inc. plus ten percent for administration and handling.
8. Controlling Law - This Agreement shall be governed by the laws of the State of Florida and is deemed to have been entered into in Hillsborough County, Florida.
9. Oral Agreements - No oral agreement, guarantee, promise, representation, or warranty shall be binding.
10. Collection - Client agrees to pay all costs of collection, including a reasonable attorney's fee, in the event it becomes necessary for Lincks & Associates, Inc. to employ an attorney to collect any outstanding fees including, without limitation, attorney's fees at the trial and appellate levels.

## AGREEMENT

North AR-1 of Pasco CDD,  
1540 International Parkway,  
Suite 2000, Lake Mary, FL  
32746

This letter shall serve as an Agreement between LINCKS & ASSOCIATES, INC., 5023 West Laurel Street, Tampa, FL 33607, and ~~METRO DEVELOPMENT GROUP, 250 International Pkwy #260, Lake Mary, FL 32746~~, upon execution in the space provided below. Should you wish us to undertake this work, we would begin the work immediately upon receipt of one executed copy of this Agreement.

We appreciate the opportunity to be of service to you on this matter and hope that you will look favorably upon this proposal. If you have any questions, please do not hesitate to call. We look forward to hearing from you.

Mr. March Schwartz  
May 29, 2022  
Page 5

Very truly yours,

LINCKS & ASSOCIATES, INC.



Steven J. Henry, P.E.  
President

SJH/TSF

APPROVED AND ACCEPTED THIS 11 DAY OF April, 2022.

  
Witness Vanessa Lopez

  
~~Mr. Marc Schwartz~~  
Mr. Michael Lawson, Chairman

O.K. RIA 4/11/22

# **EXHIBIT 3**

**Grandview Botanicals Landscape Co**34720 Prospect Road  
Dade City, FL 33525**INVOICE**Invoice Number: 19641  
Invoice Date: Apr 4, 2022  
Page: 1

Voice:

Fax:


**Bill To:**

North AR-1 Pasco CDD

**Ship to:**

North AR-1 Pasco CDD

Customer ID	Customer PO	Payment Terms	
ANG0407		Net 20 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		4/24/22

Quantity	Item	Description	Unit Price	Amount
12,800.00		12800 sf of bahia sod around consruction	0.40	5,120.00
1.00		trailer		
		site prep	200.00	200.00
 4-20-22				

Subtotal	5,320.00
Sales Tax	
Total Invoice Amount	5,320.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>5,320.00</b>

Check/Credit Memo No:

O.K. RA  
4/20/22

# **EXHIBIT 4**





April 04, 2022

Marc Schwartz / Project Manager

N. AR-1 of Pasco CDD

~~2502 N. Rocky Point Drive~~

~~Suite 1050~~

~~Tampa, FL 33607~~

1540 International Parkway  
Suite 2000  
Lake Mary, FL 32746

Marc@metrodog.com

Re: N. AR-1 of Pasco CDD – Pedestrian Crossing Investigation

Dear Marc,

WGI, Inc. (WGI) is pleased to provide this proposal to N. AR-1 of Pasco CDD (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

#### **PROJECT UNDERSTANDING**

CLIENT has proposed one (1) shared use path bridge over N. Sunlake Blvd. and one (1) over Ridge Road. These shared use path bridges will be proposed transverse to the N. Sunlake Blvd. and Ridge Road alignment. CLIENT'S SUBCONSULTANT has proposed additional aesthetics to be applied to the bridge. The analysis and investigation of the two (2) crossings will include a review of the proposed aesthetics and recommendations on how to incorporate with the structure. The locations of the bridge have not been finalized and will be investigated by WGI to optimize locations based on layout for approaches, cost, wetland impacts, schedule, and aesthetics. WGI will submit a report summarizing the two (2) locations, proposed geometry, typical sections, cost estimates, and final recommendation for CLIENT and CLIENT's CONTRACTOR to review, comment, and accept final recommendations prior to proceeding to final design. WGI will work with CLIENT's CONTRACTOR by sharing typical sections, bridge locations, bridge plans for their review and comment. WGI will work with the CLIENT on any CONTRACTOR comments to update plans, site locations, bridge alternatives as needed.

At the CLIENT'S direction, this project will be designed to Pasco County transportation development and FDOT design criteria. Final design, post design, and construction services are not included in this scope or fee. Final design services will be provided as a supplemental agreement after CLIENT has reviewed and accepted WGI's recommended sites and bridge superstructure, substructure, and geometry.

## **SCOPE OF SERVICES**

### **SITE EVALUATION SERVICES**

There is one (1) shared use path bridge proposed along the N. Sunlake Blvd. connecting Phase 1 to Phase 3 private development and one (1) proposed over Ridge Road connecting Excalibur to the Town Center. Scope includes:

1. Review of typical section for each bridge site
2. Conceptual layout and preliminary review of horizontal and vertical geometry at each bridge site for both a concrete / steel alternative
3. Aid in the development of report

### **Preliminary Crossing Investigation**

1. Project layout to include two (2) bridge crossings – include approach and departures. Anticipated bridge type is a multi-span Florida I-Beams (FIB) superstructure with CIP concrete deck on pile bents. Not other bridge type will be considered.
2. Preliminary bridge layouts at each crossing (2). At CLIENT'S request, underpass option is not considered. Assume concrete and steel layout are the same.
3. Provide review of concrete and steel superstructure option. Both alternatives to be site adapted to the two sites. Includes preliminary concrete cost per square foot, coordinating with truss fabricators to get quotes, pictures, scopes, and fees. Underpass alternative not to be considered at this time.
  - a. No substructure alternative analysis. Single column piers on pile footings assumed for all bridges.
4. Cost estimate for recommended sites (2) using \$/SF for bridge and previously developed roadway estimates (\$/LF)
5. Exhibits include:
  - a. Typical section
  - b. Preliminary layout graphic depicting begin and end bridge per site, span arrangement, and superstructure alternative (steel / concrete only)
6. Summarize results, estimate, site investigation into one report and deliver to CLIENT

7. The scope above includes attendance at three progress meetings, CLIENT coordination, stakeholder coordination meetings. Additional fees are required if additional bridge sites are recommended.

**TOTAL FEE = \$19,500.00**

**BASIS OF THIS PROPOSAL**

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project may include the building floor plans, plumbing, utilities, and roof drain plans; environmental assessments; wetland delineations; geotechnical reports; and construction documents for adjacent phases;
2. Civil engineering specifications and details will be included in the construction plans;
3. It is anticipated the proposed potable and reclaimed water improvements on Grand Live Oak Blvd. will connect to existing mains within the SR 52 right-of-way.
4. Permit applications are for construction authorization ERP's only and will require the written authorization of the property owner. Early works, clearing & grubbing, grading, etc. and other types of minor or preliminary authorizations from SWFWMD or USACE/FDEP are not included;
5. Water Use permitting is not included with this proposal;
6. Any site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
7. Permit and/or mitigation fees are not included and are the responsibility of the CLIENT;
8. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
9. FEMA LOMR/CLOMR design, preparation, and permitting are not included in this scope;
10. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
11. Utility designations and pot-holing services will be provided if needed, and a separate proposal will be submitted once the scope is determined;
12. NPDES permit application is not included in this scope;
13. Dewatering calculations, report, plans, and permitting are not included in this scope;
14. It is assumed that WGI will be able to obtain existing water/wastewater flows and pressures from Pasco County and/or other agencies;
15. Wetland delineation is not included with this proposal;
16. Listed species surveys or permitting are not included with this proposal;
17. Services not included: Geotechnical, Architectural, Mechanical, Electrical, Plumbing, Irrigation, Title Search, and Traffic.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

### **PROPOSAL ACCEPTANCE**

We appreciate the opportunity to be of service to N. AR-1 of Pasco CDD. Upon acceptance of this proposal, along with the attached Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Design schedule will be developed with the CLIENT and CLIENT'S SUBCONSULTANT upon execution of the contract. Please note that the Agreement Provisions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Terms and Conditions and the enclosed Fee Schedule. Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Len-Angeline, N. AR-1 of Pasco CDD, or Pasco County. WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Pasco County's or N. AR-1 of Pasco CDD's budget or WGI's cost estimates. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Terms and Conditions.

Respectfully submitted,  
**WGI, Inc.**

David D Lutz 2022.04.04  
08:47:08-04'00'

David D. Lutz, PE  
Project Manager

**Clayton  
Wolfe**

Clayton Wolfe  
2022.04.04  
09:28:41 -04'00'

Clayton Wolfe, PE  
Vice President

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the state where the project is located. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

Corporate Representative:

Michael Lawson, Chair  
Name (Printed)

This Proposal accepted this 20 day of April, 2022

By [Signature]  
Name (Signature)  
N. AR-1 of Pasco CDD

O.K. RA 1/19/22

Please provide the following billing information:

North AR-1 of Pasco CDD  
Name / Company Name

1540 International Parkway, #2000  
Billing Address

Lake Mary  
City

FL  
State

32746  
Zip

Contact Name

accounts.payable@metrodcg.com  
Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule



**WGI, INC.**  
**CONTRACT TERMS AND CONDITIONS**  
**JUNE 2020**

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
5. **Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
9. **Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of

persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

- 11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
- 12. Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
- 13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
- 14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse

consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

15. **Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
16. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
17. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
18. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
19. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
20. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
21. **Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
22. **Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
23. **Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.
24. **Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.



**25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

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***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY  
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

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- 26. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
- 27. Construction Observation:** WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.
- 28. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
- 29. Property Insurance:** Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.
- 30. Deviations from Contract Documents:** WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 31. Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests

and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- 32. Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 33. Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 34. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 35. Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 36. Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
- 37. Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**WGI, INC.**  
**FEE SCHEDULE**  
**EFFECTIVE DATE – 04/24/2021**

<b>Hourly Rate</b>	
<b>ENGINEERING SERVICES</b>	
Executive Engineer	\$300.00
Chief Engineer	\$250.00
Senior Project Manager	\$210.00
Principal Engineer	\$230.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$150.00
Senior Designer	\$145.00
Engineer	\$140.00
Senior Engineer Intern	\$130.00
Engineer Intern	\$115.00
Chief Designer	\$165.00
Designer	\$110.00
Field Engineer	\$170.00
Field Inspector	\$125.00
<b>SURVEYING SERVICES</b>	
Principal Surveyor	\$250.00
Senior Project Manager	\$180.00
Project Manager	\$170.00
Senior Professional Surveyor	\$185.00
Photogrammetrist	\$150.00
Professional Surveyor	\$140.00
Survey Intern	\$100.00
Senior Survey Technician	\$140.00
Survey Technician	\$100.00
SUE Technician	\$100.00
2 Person Field Survey Crew	\$140.00
3 Person Field Survey Crew	\$180.00
4 Person Field Survey Crew	\$210.00
5 Person Field Survey Crew	\$265.00
2 Person SUE Crew	\$150.00
3 Person SUE Crew	\$200.00
4 Person SUE Crew	\$250.00
5 Person SUE Crew	\$300.00
Chief Utility Coordinator	\$210.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$130.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

<b>Hourly Rate</b>	
<b>PLANNING SERVICES</b>	
Executive Planner	\$300.00
Principal Planner	\$225.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$85.00
<b>LANDSCAPE ARCHITECTURE SERVICES</b>	
Principal Landscape Architect	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130.00
Designer	\$100.00
Entry Level Designer	\$85.00
<b>ENVIRONMENTAL SERVICES</b>	
Executive Environmental Scientist	\$225.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist	\$180.00
Project Manager	\$140.00
Environmental Scientist	\$120.00
Environmental Technician	\$90.00
<b>ARCHITECTURAL SERVICES</b>	
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Senior Architect Intern	\$130.00
Architect Intern	\$100.00
<b>OTHER PROFESSIONAL SERVICES</b>	
Expert Witness	\$350.00
GIS Technician	\$100.00
Administrative Assistant	\$75.00
<b>REIMBURSABLE EXPENSES</b>	
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Plots, Black & White (each)	\$ 2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$ 7.50
All Third Party Expenses	Cost Plus 15%

**Expenses:** In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

# **EXHIBIT 5**

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)



## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, \_\_\_\_\_, hereby disclose that on \_\_\_\_\_, 20 \_\_\_\_ :

(a) A measure came or will come before my agency which (check one or more)

- \_\_\_ inured to my special private gain or loss;
- \_\_\_ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- \_\_\_ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- \_\_\_ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- \_\_\_ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# **EXHIBIT 6**

**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH  
AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT  
APPOINTING AND FIXING THE COMPENSATION OF THE  
DISTRICT MANAGER; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, North AR-1 of Pasco 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 Pasco County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a District Manager and to provide compensation for their services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** Artemis Connected, LLC d/b/a Breeze is appointed as District Manager and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit “A”**.

**Section 2.** This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.**

**ATTEST:**

**NORTH AR-1 OF PASCO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors



**EXHIBIT “A”**

**(Artemis Connected, LLC d/b/a Breeze  
District Management Agreement)**

# **EXHIBIT 7**

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF NORTH AR-1 OF PASCO  
COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the North AR-1 of Pasco 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 Pasco County, Florida; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF NORTH AR-1 OF PASCO 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>Patricia C. Thibault</u>	Secretary
<u>Patricia C. Thibault</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
<u></u>	Assistant Secretary
<u></u>	Assistant Secretary

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

**PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.**

**ATTEST:**

## NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT

Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

# **EXHIBIT 8**

**RESOLUTION 2022-06**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT; DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE DISTRICT; DIRECTING THE DISTRICT MANAGER TO PERFORM CERTAIN ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North AR-1 of Pasco 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 Pasco County, Florida; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

**Section 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

**Section 3.** The District Manager is hereby directed to post this information on the District website and prominently post the contact information for the District’s custodian of public records in the agency’s primary administrative building

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.**

**ATTEST:**

**NORTH AR-1 OF PASCO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

# **EXHIBIT 9**

**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, North AR-1 of Pasco 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 Pasco County, Florida; and

**WHEREAS**, the Board desires to authorize signatories for the operating bank account(s).

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** The Secretary, Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

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

**PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2022.**

**ATTEST:**

**NORTH AR-1 OF PASCO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair to the Board of Supervisors