

***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

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: 895 6522 6303
Passcode: 726696

Agenda

Note: For the full agenda packet, please contact patricia@breezehome.com

I. Roll Call

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

III. Business Items

- | | |
|---|-----------|
| A. Consideration of Form 8B–Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offices | Exhibit 1 |
| B. Consideration and Adoption of Resolution 2022-04, Appointing District Manager | Exhibit 2 |
| C. Consideration and Adoption of Resolution 2022-05, Designating Officers | Exhibit 3 |
| D. Consideration and Adoption of Resolution 2022-06, Resolution Designating Primary Administrative Office Headquarters | Exhibit 4 |
| E. Consideration and Adoption of Resolution 2022-07, Resolution Authorizing Bank Account Signatories | Exhibit 5 |
| F. Interlocal Agreement Between North AR-1 CDD and Pasco County Property Appraiser | Exhibit 6 |
| G. Service Agreement Amendment with Innovative Employer Solutions Inc. | Exhibit 7 |
| H. Amortization Recalculation Agreement North AR-1 CDD | Exhibit 8 |

IV. Consent Agenda

- | | |
|--|------------|
| A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 4, 2022 | Exhibit 9 |
| B. Ratification for Professional Traffic Engineering Services
SC-000469 – Lincks & Associates, Inc. | Exhibit 10 |
| C. Ratification for Bahia Sod Around Construction Trailer
SC-000490 (\$5,320.00)- Grandview Botanicals | Exhibit 11 |
| D. Ratification for Pedestrian Crossing Investigation
SC-000493 – WGI | Exhibit 12 |
| E. Presentation of Pasco County Number of Qualified Electors | Exhibit 13 |

V. Supervisors Requests

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

VII. Adjournment

EXHIBIT 1

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 2

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)**

District Management Agreement

Based upon mutual consideration, the **North AR-1 Community Development District** ("CDD" or "District") and Artemis Connected, LLC d.b.a. BREEZE ("Breeze") agree effective February 18, 2022 as follows:

1. **Core District Management Services:** Breeze will provide Core District Management Services ("CDMS") at a monthly fee of **\$2,050**. The CDMS shall include:
 - a. **Management Services** - Manage the District pursuant to Chapter 190 and related provisions of Florida Statutes; advise the Board on substantive, procedural and regulatory issues relating to District matters; and assist the Board with budget development and implementation with a monthly fee of **\$1,750.00**.
 - b. **Government & Trust Fund Accounting Services** - Produce financial statements; set up accounting system; implement government investment policy; prepare government mandated financial reports; coordinate with auditors on annual independent audits; perform all other government required financial functions pertaining to District administration, including assessment levy and collection and related financial matters.
 - c. **Records & Administrative** - Prepare legal notices, agendas, and meeting packets, prepare official minutes, organize, and archive official records; file appropriate records and reports with government agencies; process records requests and other communications. Monthly administrative fee of **\$300**.
2. **Construction Accounting Services:** Assist in the processing and tracking of construction requisitions and funding requests related to the capital project funds for the acquisition or construction of major infrastructure within the District with a monthly fee of **\$750**.
3. **Planning and Coordination Services:** Breeze will provide Planning and Coordination Services ("PCS") at a fee of \$4,000 per Board meeting until the first bond issuance. The month after the District's first bond issuances, Breeze will provide PCS at a fee of **\$4,000** per month. The PCS shall include governmental agency coordination services, construction and maintenance contract administration, review services, technical and engineering support services associated with forward planning and forward construction of the District infrastructure project.
4. **Out of Pocket Expenses:** The CDD shall reimburse Breeze for all out-of-pocket expenses reasonably incurred by Breeze for services related to this agreement.
5. **Fee Review:** On an annual basis as part of the budget adoption process, the District may adjust compensation in accordance with increasing scope of work considerations for the CDMS, PCS, or other services needed and fees will be assessed in accordance with the adopted budget.
6. **Indemnification:** Breeze shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of Breeze or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by Breeze to comply with the requirements or provisions of this agreement. Subject to the limits in section 768.28, Florida Statutes, the District shall indemnify and hold harmless Breeze from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including

counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of the District or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by the District to comply with the requirements or provisions of this agreement.

7. **Insurance:** Prior to commencing the services under this agreement, at all times during the term of this agreement, Breeze shall maintain in full force and effect, at Breeze's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than one million dollars (\$1,000,000). Breeze shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this agreement, and thereafter from time to time upon request by the District, Breeze shall provide the District with a certificate evidencing such insurance.
8. **Term:** This Agreement shall commence and be effective as of February 18, 2022 and be binding upon your acceptance hereof and shall remain in effect until such time as the agreement has been terminated in accordance with Section 12.
9. **Conflicts of Interest:** Breeze represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. Breeze further represents that no person having any interest shall be employed for said performance.
10. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the county where the District is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. **Enforcement of Agreement:** In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
12. **Termination:** Both the District and Breeze will have the right to terminate with or without cause any portion of or the entire Agreement upon 60 days written notice. Any notice required or permitted to be given under this Agreement shall be in writing and sent by first class mail or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.
13. **E-Verification:** Pursuant to Section 448.095(2), Florida Statutes: Breeze represents that Breeze is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that Breeze has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but Breeze otherwise complied with its obligations thereunder, the District shall promptly notify Breeze and Breeze will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with

this section, then Breeze will be liable for any additional costs incurred by the District.

- 14. Public Records:** As required under Section 119.0701, Florida Statutes, Breeze shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Breeze 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 Breeze upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF BREEZE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BREEZE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

To the District:

North AR-1 CDD

To Breeze:

Artemis Connected, LLC d.b.a. Breeze

Approved and Accepted by:

North AR-1 Community Development District

By: _____

Name: Mike Lawson

Title: Chair of the Board of Supervisors

Approved and Accepted by:

Artemis Connected, LLC d.b.a. Breeze

By: _____

Patricia Thibault, Director

EXHIBIT 3

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 4

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 5

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

EXHIBIT 6

**INTERLOCAL AGREEMENT BETWEEN NORTH AR-1 OF PASCO CDD
AND THE PASCO COUNTY PROPERTY APPRAISER
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT made and entered into in duplicate this May 3, 2022 by and through its Board of Directors, hereinafter referred to as "District", and Mike Wells in his official capacity as Property Appraiser of Pasco County, Florida, hereinafter referred to as the "Property Appraiser". For the purposes of this agreement non-ad valorem assessments and special assessments are hereinafter referred to as "non-ad valorem assessments".

WITNESSETH

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its' intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and,

WHEREAS, chapter 197, Florida Statutes, requires that the District enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred implementing the uniform method; and,

WHEREAS, chapter 197, Florida Statutes, provides that the District shall compensate the Property Appraiser for necessary administrative costs, and,

WHEREAS, the District and the Property Appraiser agreed to include the non-ad valorem assessments on the Notice of Proposed Property Taxes (also known as the Truth-in-Millage notice or TRIM) and,

WHEREAS, a separate agreement between the District and the Pasco County Tax Collector must be entered into that expresses the responsibility of the Pasco County Tax Collector and the District regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable.

NOW, THEREFORE, in consideration of the mutual covenants and convictions herein set forth, the parties hereby agree as follows:

1. The District will impose non-ad valorem assessments using the uniform method of levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

2. The District agrees to reimburse the Property Appraiser for necessary administrative costs pursuant to section 197.3632 (2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, programming, and postage. For the 2022 budget year, the parties hereto agree that the District will fund the Property Appraiser's general budget in the amount of Seven Hundred Fifty Dollars (\$750.00), for administrative costs associated with the establishment of the non-ad valorem assessment district and for amending non-ad valorem district boundaries. Thereafter there will be an annual fee of One Hundred Fifty Dollars (\$150.00) for the annual inclusion on the Notice of Proposed Property taxes as defined in this agreement. Such administrative costs include but are not limited to, costs incurred for providing information to the District for the development of the non-ad valorem assessment roll pursuant to chapter 197, Florida statutes; for including information regarding the non-ad valorem assessment on the Notice of Proposed Property taxes; for providing the District with a copy of the non-ad valorem assessment roll upon request by the District so that it may be certified to the Property Appraiser in accordance with the time frame pursuant to the Florida Statutes or schedules as promulgated by the Property Appraiser. The District will be responsible for providing a copy of the non-ad valorem assessment roll to the Property Appraiser on compatible electronic medium.

3. Either party may terminate this agreement without cause upon giving the non-terminating party 30 days written notice prior to the effective date of determination. In the event that the District does not reimburse the Property Appraiser for the cost incurred as provided herein, the Property Appraiser may terminate this agreement upon (10) days written notice of his election to terminate pursuant to this section.

- a. In the event that either party terminates this agreement, the Property Appraiser shall be reimbursed a pro rata amount to adequately compensate his office for that portion of work or services performed prior to termination date.
- b. In the event funds to reimburse to the Property Appraiser for cost incurred for completion of the above reference services become unavailable, the District may terminate this agreement upon no less than 24 hours' notice, written and delivered to the Property Appraiser.
- c. The District shall be the final authority as to the availability of funds. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a sign proof of delivery.

Notice to the District shall be sent to: Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Notice to the Property Appraiser shall be sent to: Mike Wells
Pasco County Property Appraiser
PO Box 401
Dade City, FL 33525-0401

A copy of any notice sent hereunder shall be sent to: Mike Fasano, Pasco County Tax Collector
PO Box 276
Dade City, FL 33526-0276

4. Waiver of breach of any provision of this agreement shall not be deemed a waiver of any other breach, and shall not be construed to be a modification of the terms of this agreement.

5. Fees for the establishment of a non-ad valorem assessment district shall be delivered, with the signed agreement on or before *January 1, 2022. Subsequent annual fees will be due on or before June 1st of each year. All sums due from the District to the Property Appraiser will bear interest at the rate of 12 per cent (12%) per annum, if delinquent, in accordance with section 218.74, Florida Statutes.

6. The term of this agreement shall commence on *January 1, 2022, and shall automatically renew thereafter for subsequent periods not to exceed one (1) year each so long as the District is current on the payments required pursuant to Paragraph 5 of this agreement, unless terminated pursuant to Paragraph 3 of this agreement.

7. The parties shall abide by all Statutes, rules and regulation pertaining to the levy and collections of non-ad valorem assessments, and any ordinances promulgated by the District not inconsistent with, or contrary to, the provision of chapter 197, Florida Statutes, or applicable statutes and any subsequent amendments to said Statutes.

8. The District shall be responsible for imposing non-ad valorem assessment pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.

9. The District further agrees that it will strictly follow and be responsible for complying with the following procedures and conditions:

a. Using electronic data supplied by the Property Appraiser the District shall determine and identify the names and addresses of the property owners, the descriptions, parcel number and the of the assessment of the parcels subject to the non-ad valorem assessments under this agreement.

b. It will be solely at that District's expense and pursuing to the District's responsibility to develop and provide to the Property Appraiser, on electronic medium, a list of the parcels to be assessed.

c. The Property Appraiser on the Property Appraiser's database shall maintain the District's non-ad valorem assessment information.

d. The District shall meet the Property Appraiser's imposed deadline and timetables as administered and determined by the Property Appraiser.

10. The Property Appraiser shall merge the non-ad valorem assessment information with the ad valorem information in such a way that property owners will receive a notice of non-ad valorem assessments on the notice of propose property taxes in manner that will comply with section 197.3632, Florida Statutes.

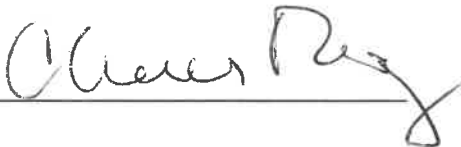
11. In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this agreement, the Property Appraiser shall provide for his own legal representation, and shall be entitled to reimbursement from the District for reasonable attorney fees and costs associated with such representation. Furthermore, the District shall indemnify the Property Appraiser against any claim, cause of action or suit arising out of, or in connection with any claim negligence action or inaction on the part of the District.

12. This agreement may not be assigned by either party without prior written consent from the non-assigning party.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

NORTH AR-1 OF PASCO CDD

BY:  Chairman

Attest: 

PASCO COUNTY PROPERTY APPRAISER

By: 

*Notwithstanding the date in Paragraph 5 and Paragraph 6, this Agreement shall be effective upon execution by both parties and payment of administrative fees as stated in Paragraph 2.

EXHIBIT 7

SERVICE AGREEMENT

ASO

PARTIES

This Agreement is entered into this 25th day of January, 2021 by and between Innovative Employer Solutions, Inc., a Florida corporation (hereafter referred to as "Innovative"), and **North Ar-1 of Pasco Community Development District** (hereafter referred to as "Client"), whose respective addresses are set forth on the signature page of this Agreement.

I. TERM OF AGREEMENT

The initial term of this Agreement shall be twelve (12) months (the "Initial Term"). The Initial Term shall commence on the first day of the initial pay period, the 25th day of January, 2021. Following the completion of the Initial Term, this Agreement shall automatically renew and remain in full force and effect for additional terms of twelve (12) months, and shall remain in effect until either party gives written notice to the other party by delivering written notice of termination, at least THIRTY (30) days prior to the expiration of the Initial Term or any extension of the Initial Term. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

II. EMPLOYEES

- A. Client expressly agrees and understands that no employee shall become employed by Innovative or covered by Innovative's workers' compensation.

III. INNOVATIVE'S RESPONSIBILITIES

- A. Based on information supplied by client, Innovative shall prepare and distribute payroll checks to client's employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax. Innovative shall maintain necessary records and comply with reporting procedures and Innovative assumes full responsibility for the timely payment of payroll taxes and collection of taxes from payroll of client's employees. Innovative will report and file such taxes utilizing client's tax identification numbers.

IV. CLIENT RESPONSIBILITIES

- A. Client assumes full responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
- B. Client assumes full responsibility for administration of client's retirement plan as Client recognizes that Innovative is neither a plan administrator nor trustee of Client's retirement plan. Innovative's involvement in client's retirement plan is limited to withholding employee deferrals and remitting same with any associated employer contributions to the retirement plan's fund fiduciary as designated by the client.

V. SERVICE FEES

- A. For services to be rendered under this Agreement, Innovative shall be entitled to service fees and other fees as specified on Exhibit A hereto titled "Fee Schedule." All funds due Innovative are payable prior to Innovative's issuance of payroll checks each pay period and shall be paid to Innovative following the end of each pay period, no later than TWO (2) business days prior to the date paychecks are to be distributed to assigned employees. A late payment charge of one and one-half percent (1-½%) will be added to all accounts not paid when due. Checks returned unpaid from Client's bank will be subject to the late payment charge plus any additional costs incurred by Innovative. An unpaid balance will also be subject to periodic charge of one and one-half percent (1-½%) per calendar month (or such maximum lesser interest amount if set by applicable law at a lower amount) until paid in full.
- B. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately. The fees set forth on Exhibit A may be adjusted by Innovative due to economic conditions. Upon written notification to Client from Innovative of a fee adjustment, Client shall have the right to terminate this Agreement by giving notice of termination to Innovative within FOURTEEN (14) days after receipt from Innovative of a notice of a fee adjustment, and after payment of all funds owed to Innovative by Client.

VI. INDEMNIFICATIONS

- A. Client hereby unconditionally indemnifies, holds harmless, protects and defends Innovative, and all subsidiary, affiliate, related, and parent companies, their current and former respective shareholders, employees, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "Innovative Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all lev-

els of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort that are not due to the negligence of Innovative.

- B. Innovative hereby unconditionally indemnifies, holds harmless, protects and defends Client, and all subsidiary, affiliate and parent companies, their shareholders, employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and other consequences of any sort, arising out of the negligent or willful failure of any employee employed by Innovative.
- C. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

VII. EFFECT OF TERMINATION

- A. If for any reason payment is not made when due, Client agrees that Innovative will have the right to immediately terminate its performance hereunder, withhold services, and/or bring suit seeking damages. If for any reason (whether or not required by applicable law) Innovative makes any payment to any of the employees after this Agreement has been terminated, Innovative shall be entitled to full reimbursement for such expenses associated with such payment.
- B. Innovative may also terminate this Agreement if, at any time, Innovative in its sole discretion determines that a material adverse change has occurred in the financial condition of Client, or that Client is unable to pay its debts as they become due in the ordinary course of business. Such termination or expiration shall not relieve Client of any obligation set forth herein, including but not limited to its payment obligations to Innovative. In addition, Innovative may at any time immediately terminate this Agreement or withhold its services in the event of a material breach by Client of any of the terms of this Agreement.

VIII. GENERAL PROVISIONS

- A. This Agreement is assignable by Innovative at its sole discretion.
- B. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in the applicable court in Pinellas County, Florida.

- D. In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, any party who shall substantially prevail in such litigation shall be entitled to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.
- E. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- F. Client may not assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of Innovative. Client will provide at least FOURTEEN (14) days' prior written notice to Innovative of any sale of Client. Where Innovative agrees in writing to a successor becoming obligated to comply with this Agreement, this Agreement may be terminated by Innovative at any time, in Innovative's sole discretion, during the first SIXTY (60) days following successor's assumption of this Agreement. Thereafter, this Agreement may only be terminated by Innovative in conformity with the terms of this Agreement.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC

DocuSigned by:
By: Rick Kiracofe 1/25/2021
2C8FEE5893E74AF... (Date)

635 93rd Ave N
St Petersburg, FL 33712

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated therein are true. In addition, the foregoing Agreement is agreed to.

CLIENT

DocuSigned by:
By: Patricia Comings -Thibault 25/01/2021
3A2A180BFF29425... (Date)

250 International Parkway
Suite 280
Lake Mary, FL 32746

Exhibit A
ASO Fees

\$49.00 per invoice processed.

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

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

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.

Minimum payroll processing fee is \$49.

The Payroll Delivery/Handling is \$12.75

W-2 Processing is \$7.00 per check

Form **8655**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Reporting Agent Authorization

OMB No. 1545-1058

► Information about Form 8655 and its instructions is at www.irs.gov/Form8655.

Taxpayer

1a Name of taxpayer (as distinguished from trade name) North Ar-1 of Pasco Community Development District		2 Employer identification number (EIN) 85-3864942
1b Trade name, if any		4 If you are a seasonal employer, check here <input type="checkbox"/>
3 Address (number, street, and room or suite no.) 250 International Parkway, Suite 280 City or town, state, and ZIP code Lake Mary, FL 32746		5 Other identification number (optional)
6 Contact person Patricia Thibault	7 Daytime telephone number 321-263-0132	8 Fax number

Reporting Agent

9 Name (enter company name or name of business) INNOVATIVE EMPLOYER SOLUTIONS INC		10 Employer identification number (EIN) 59-3737824
11 Address (number, street, and room or suite no.) 635 93RD AVE N City or town, state, and ZIP code ST PETERSBURG, FL 33702		
12 Contact person RICHARD KIRACOFE OR RICHELLE MEYERS	13 Daytime telephone number 727-217-0022	14 Fax number 727-217-0033

Authorization of Reporting Agent to Sign and File Returns (Caution: See Authorization Agreement)

15 Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2018/09" for third quarter of 2018). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940 <u>2021</u>	941 <u>2021/03</u>	940-PR _____	941-PR _____	941-SS _____	943 _____
943-PR _____	944 _____	945 _____	1042 _____	CT-1 _____	

Authorization of Reporting Agent to Make Deposits and Payments (Caution: See Authorization Agreement)

16 Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2018/08" for August 2018).

940 <u>2021/01</u>	941 <u>2021/01</u>	943 _____	944 _____	945 _____	720 _____
1041 _____	1042 _____	1120 _____	CT-1 _____	990-PF _____	990-T _____

Duplicate Notices to Reporting Agents

17 Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent. ☐

Disclosure Authorization for Forms Series W-2, 1099, and/or 3921/3922

18a The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning _____.

b The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning _____.

c The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning _____.

State or Local Authorization (Caution: See Authorization Agreement)

19 Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16. ☐

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is terminated or revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

Sign Here	I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.	
	<p>Decided by: <u>Patricia Comings - Thibault</u></p> <p>3A2A180BFF29425</p> <p>Signature of taxpayer</p>	<p>Treasurer</p> <p>25/01/2021</p> <p>Title Date</p>

Instructions

What's New

Fax number. The fax number for Form 8655 is changed to 855-214-7523. When faxing Forms 8655, please send no more than 25 forms in a single transmission. If possible, please send faxes directly from your computer instead of from a fax machine.

Updated instructions for lines 15 and 16. The instructions for lines 15 and 16 have been clarified and now appear at the lines themselves. Please use the "YYYY/MM" format instead of the "MM/YYYY" format.

Former line 17a removed. The authorization agreement at the bottom of the form provides the disclosure authority previously covered by line 17a.

Increasing or decreasing authority. The instructions with regard to increasing or decreasing authority have been clarified. See *Authority Granted*.

Termination and Revocation. The instructions have been updated to distinguish between these terms and to explain the procedure for each. See *Terminating or Revoking an Authorization*.

Purpose of Form

Use Form 8655 to authorize a reporting agent to:

- Sign and file certain returns. Reporting agents must file returns electronically except as provided under Rev. Proc. 2012-32. You can find Rev. Proc. 2012-32 on page 267 of Internal Revenue Bulletin 2012-34 at www.irs.gov/pub/irs-irbs/irb12-34.pdf. See Pub. 3112, IRS e-file Application and Participation, for information about e-filing and getting the reporting agent PIN;
- Make deposits and payments for certain returns. Reporting agents must make deposits and payments electronically, generally through the Electronic Federal Tax Payment System (EFTPS.gov). See Pub. 4169, Tax Professional Guide to EFTPS, and Rev. Proc. 2012-33;
- Receive duplicate copies of tax information, notices, and other written and/or electronic communication regarding any authority granted; and
- Provide IRS with information to aid in penalty relief determinations related to the authority granted on Form 8655.

Note. An authorization does not relieve the taxpayer of the responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all federal tax deposits (FTDs) and federal tax payments (FTP) are made timely. A reporting agent must notify its client of that fact and must recommend that it enroll in the Electronic Federal Tax Payment System (EFTPS) to view EFTPS deposits and payments made on the client's behalf. A reporting agent must provide this notification, in writing, upon entering into an agreement with the client and at least quarterly thereafter for as long as it provides services to that client. Sample language and other details may be found in Rev. Proc. 2012-32, Section 5.05.

Authority Granted

Once Form 8655 is signed, any authority granted is effective beginning with the period indicated on lines 15, 16, 18a, 18b, and/or 18c and continues indefinitely unless terminated or revoked by the taxpayer or reporting agent. No authorization or authority is granted for periods prior to the period(s) indicated on Form 8655.

Where authority is granted for any form, it is also effective for related forms such as the corresponding non-English language form, amended return, (Form 941-X, 941-X(PR), 943-X, 944-X, 945-X, or CT-1X), or payment voucher. For example, Form 8655 can be used to provide authorization for Form 944-SP using the entry spaces for Form 944. The form also can be used to authorize a reporting agent to make deposits and payments for other returns in the Form 1120 series, such as Form 1120-C, using the entry space for Form 1120 on line 16.

Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. Any authority granted on Form 8655 does not revoke and has no effect on any authority granted on Forms 2848 or 8821, or any third-party designee checkbox authority.

To increase the authority granted to a reporting agent by a Form 8655 already in effect, submit another signed Form 8655, completing lines 1–14 and any line on which you want to add authority. To decrease the authority granted to a reporting agent by a Form 8655 already in effect, send a signed, written request to the address under *Where To File*. The preceding authorization remains in effect except as modified by the new one.

Where To File

Send Form 8655 to:

Internal Revenue Service
Accounts Management Service Center
MS 6748 RAF Team
1973 North Rulon White Blvd.
Ogden, UT 84404

You can fax Form 8655 to the IRS. The number is 855-214-7523. When faxing Forms 8655, please send no more than 25 forms in a single transmission. If possible, please send faxes from your computer instead of a fax machine.

Additional Information

Additional information concerning reporting agent authorizations may be found in:

- **Pub. 1474**, Technical Specifications Guide for Reporting Agent Authorization and Federal Tax Depositors.
- **Rev. Proc. 2012-32**.

Substitute Form 8655

If you want to prepare and use a substitute Form 8655, see Pub. 1167, General Rules and Specifications for Substitute Forms and Schedules. If your substitute Form 8655 is approved, the form approval number must be printed in the lower left margin of each substitute Form 8655 you file with the IRS.

Terminating or Revoking an Authorization

If you have a valid Form 8655 on file with the IRS, the filing of a new Form 8655 indicating a new reporting agent terminates the authority of the prior reporting agent beginning with the period indicated on the new Form 8655. However, the prior reporting agent is still an authorized reporting agent and retains any previously granted disclosure authority for the periods prior to the beginning period of the new reporting agent's authorization unless specifically revoked.

If the taxpayer wants to revoke an existing authorization, such that the reporting agent would no longer be authorized to act or receive information for previously authorized tax periods, send a copy of the previously executed Form 8655 to the IRS at the address under *Where To File*, above. Re-sign the copy of the Form 8655 under the original signature. Write "REVOKE" across the top of the form. If you do not have a copy of the authorization you want to revoke, send a statement to the IRS. The statement of revocation must indicate that the authority of the reporting agent is revoked and must be signed by the taxpayer. Also, list the name and address of each reporting agent whose authority is revoked.

A reporting agent may terminate its authority by filing a statement with the IRS, either on paper or using a delete process. A reporting agent wanting to revoke its authority must submit the request in writing. The statement must be signed by the reporting agent (if filed on paper) and identify the name and address of the taxpayer and authorization(s) from which the reporting agent is withdrawing. For information on the delete process, see Pub. 1474.

Who Must Sign

Electronic signature. For guidance on optional electronic signature methods, including approved methods of authentication and signature and additional items that must appear on the Form 8655, see Pub. 1474, section 01.03.

Sole proprietorship. The individual owning the business.

Corporation (including a limited liability company (LLC) treated as a corporation). Generally, Form 8655 can be signed by: (a) an officer having legal authority to bind the corporation, (b) any person designated by the board of directors or other governing body, (c) any officer or employee on written request by any principal officer, and (d) any other person authorized to access information under section 6103(e).

Partnership (including an LLC treated as a partnership) or an unincorporated organization. Generally, Form 8655 can be signed by any person who was a member of the partnership during any part of the tax period covered by Form 8655.

Single member LLC treated as a disregarded entity. The owner of the LLC.

Trust or estate. The fiduciary.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Our authority to request this information is Internal Revenue Code sections 6011, 6061, 6109, and 6302 and the regulations thereunder. We use this information to identify you and record your reporting agent authorization. You are not required to authorize a reporting agent to act on your behalf. However, if you choose to authorize a reporting agent, you are required to provide the information requested, including your identification number. Failure to provide all the information requested may prevent or delay processing of your authorization; providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement agencies and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file Form 8655 will vary depending on individual circumstances. The estimated average time is 1 hour, 7 minutes.

If you have comments concerning the accuracy of this time estimate or suggestions for making Form 8655 simpler, we would be happy to hear from you. You can send us comments from www.irs.gov/formspubs. Click on *More Information* and then click on *Give us feedback*. Or you can send your comments to Internal Revenue Service, Tax Forms and Publications Division, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send Form 8655 to this address. Instead, see *Where To File*, earlier.



Florida Department of Revenue POWER OF ATTORNEY and Declaration of Representative

DR-835
R. 10/11
TC

Rule 12-6.0015
Florida Administrative Code
Effective 01/12

See Instructions for additional information.

PART I - POWER OF ATTORNEY

Section 1. Taxpayer Information. Taxpayer(s) must sign and date this form on Page 2, Part I, Section 8.

Taxpayer name(s) and address(es) North Ar-1 of Pasco Community Development District 250 International Parkway, Suite 280 Lake Mary, FL 32746	Federal ID no(s). (SSN*, FEIN, etc.) 85-3864942	Florida Tax Registration Number(s) (Business Part. No., Sales Tax No., R.T. Acct No., etc.)
	Contact person Patricia Thibault	Telephone number 321-263-0132
		Fax number ()

The Taxpayer(s) hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

Section 2. Representative(s). Each representative must be listed individually, and must sign and date this form on Page 2, Part II.

Name and address (include name of firm if applicable) RICHARD B KIRACOFÉ INNOVATIVE EMPLOYER SOLUTIONS INC 635 93rd AVENUE NORTH ST PETERSBURG, FL 33702 E-mail address: rkiracofe@innovativeemployer.com	Telephone number (727) 217-0022 Fax number (727) 217-0033 Cell phone number (727) 560-8098
Name and address (include name of firm if applicable) RICHELLE MEYERS INNOVATIVE EMPLOYER SOLUTIONS INC 635 93rd AVENUE NORTH ST PETERSBURG, FL 33702 E-mail address: richelle@innovativeemployer.com	Telephone number (727) 217-0022 Fax number (727) 217-0033 Cell phone number (727) 262-9683
Name and address (include name of firm if applicable) E-mail address:	Telephone number () Fax number () Cell phone number ()

To represent the taxpayer(s) before the Florida Department of Revenue in the following tax matters:

Section 3. Tax Matters. Do not complete this section if completing Section 4.

Type of Tax (Corporate, Sales, Reemployment, formerly Unemployment, etc.)	Year(s) / Period(s)	Tax Matter(s) (Tax Audits, Protests, Refunds, etc.)
UNEMPLOYMENT	INDEFINITE	TAX, AUDITS, REFUNDS

Section 4. To Appoint a Reemployment Tax (formerly Unemployment Tax) Agent Only. Do not complete Sections 3 and 6 if completing Section 4.

By completing this section, an employer (taxpayer) appoints a representative to act as its Florida reemployment tax agent before the Florida Department of Revenue on a continuing basis and to receive confidential information with respect to mailings, filings, and other tax matters related to the Florida reemployment assistance program law. All other sections of this form (except Sections 3 and 6) must also be completed. **Do not complete Section 4 unless you wish to appoint a reemployment tax agent on a continuing basis.**

Agent name RICHARD B KIRACOFÉ	Agent number (required) A0003564
Firm name INNOVATIVE EMPLOYER SOLUTIONS INC	Federal I.D. No. (required) 59-3737824
Address (if different from above)	Telephone number (727) 323-7979

Mail Type: See Instructions for explanations. Check one box only. ☐ 1 (Primary) ☐ 2 (Reporting) ☒ 3 (Rate) ☐ 4 (Claim)

Section 5. Acts Authorized.

The representative(s) are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described in Section 3 and Section 4 (for example, the authority to sign any agreements, consents, or other documents). Except as otherwise provided, the authority specifically includes the power to execute waivers of restrictions on assessment or collection of deficiencies in tax, to execute consents extending the statutory period for assessment or claims for refund of taxes, and to execute closing agreements under section 213.21, Florida Statutes. This authority does not include the power to endorse or cash warrants, or the power to sign certain returns.

If you want to authorize a representative named in Section 2 to receive (but not to endorse or cash) refund warrants, write the name of the representative on this line and check the box..... ☐

List any specific limitations or deletions to the acts otherwise authorized in this Power of Attorney.



Florida Tax Registration Number:

Taxpayer Name(s):

Federal Identification Number:

Taxpayer(s) must complete Page 1 of this Power of Attorney or it will not be processed.

Section 6. Notices and Communication. Do not complete Section 6 if completing Section 4.

Notices and other written communications will be sent to the first representative listed in Part I, Section 2, unless the taxpayer selects one of the options below. Receipt by either the representative or the taxpayer will be considered receipt by both.

- a. If you want notices and communications sent to both you and your representative, check this box ☒
- b. If you want notices or communications sent to you and not your representative, check this box ☐

Certain computer-generated notices and other written communications cannot be issued in duplicate due to current system constraints. Therefore, we will send these communications to only the taxpayer at his or her tax registration address.

Section 7. Retention / Nonrevocation of Prior Power(s) of Attorney.

The filing of this Power of Attorney will not revoke earlier Power(s) of Attorney on file with the Florida Department of Revenue, even for the same tax matters and years or periods covered by this document. If you want to revoke a prior Power of

Attorney, check this box ☐

You must attach a copy of any Power of Attorney you wish to revoke.

Section 8. Signature of Taxpayer(s).

If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested. If signed by a corporate officer, partner, member/managing member, guardian, tax matters partner/person, executor, receiver, administrator, trustee, or fiduciary on behalf of the taxpayer, I declare under penalties of perjury that I have the authority to execute this form on behalf of the taxpayer.

Under penalties of perjury, I (we) declare that I (we) have read the foregoing document, and the facts stated in it are true.

DocuSigned by:
If this Power of Attorney is not signed and dated, it will be returned.
Patricia Comings -Thibault
3A2A180BFF29425...
Signature

25/01/2021

Date

Treasurer

Title (if applicable)

Patricia Comings -Thibault

Print name

Signature

Date

Title (if applicable)

Print name

PART II - DECLARATION OF REPRESENTATIVE**Under penalties of perjury, I declare that:**

- I am familiar with the mandatory standards of conduct governing representation before the Department of Revenue, including Rules 12-6.006 and 28-106.107 of the Florida Administrative Code, as amended.
- I am familiar with the law and facts related to this matter and am qualified to represent the taxpayer(s) in this matter.
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified therein, and to receive and inspect confidential taxpayer information.
- I am one of the following:
 - a. Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b. Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c. Enrolled Agent - enrolled as an agent pursuant to the requirements of Treasury Department Circular Number 230.
 - d. Former Department of Revenue Employee. As a representative, I cannot accept representation in a matter upon which I had direct involvement while I was a public employee.
 - e. Reemployment Tax Agent authorized in Section 4 of this form.
 - f. Other Qualified Representative.

I have read the foregoing Declaration of Representative and the facts stated in it are true.

If this Declaration of Representative is not signed and dated, it will not be processed.

Designation - Insert Letter from Above (a - f)	Jurisdiction (State) and Enrollment Card No. (if any)	DocuSigned by: Signature	Date
e	FL	<i>Rick Kiracofe</i> 2C8FEE5893E74AF...	1/25/2021



ACH Authorization

Employer Name:

North Ar-1 of Pasco Community Development District

Please complete the following AND attach a voided check.

Bank Name: Bank United

Routing Number: 267090594

(Must be 9 digits starting with 0, 1, 2, 3)

Full Account Number: 9855233982

☒ Checking or ☐ Savings (check one)

I authorized Innovative Employer Solutions to initiate credit/debit entries to the account of the financial institution listed above. This authorization will remain in effect until Innovative Employer Solutions receives written notification of its termination.

DocuSigned by:

Patricia Comings -Thibault

25/01/2021

Client Signature

Date

Patricia Comings -Thibault

Treasurer

Printed Name

Title



635 93rd Ave N, St. Petersburg, FL 33702
(727) 217-0022 Office (727) 217-0033 Fax

EXHIBIT 8



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

April 22, 2022

North AR-1 of Pasco Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: North AR-1 of Pasco Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with The North AR-1 of Pasco Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
North AR-1 of Pasco Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 9

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 10



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 10th 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	Time and Materials 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 11

Grandview Botanicals Landscape Co34720 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	
TOTAL	5,320.00

Check/Credit Memo No:

O.K. RA
4/20/22

EXHIBIT 12



SC-000493

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.

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

- 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.

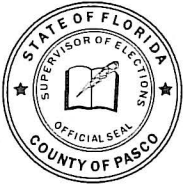
WGI, INC.
FEE SCHEDULE
EFFECTIVE DATE – 04/24/2021

Hourly Rate	
ENGINEERING SERVICES	
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
SURVEYING SERVICES	
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

Hourly Rate	
PLANNING SERVICES	
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
LANDSCAPE ARCHITECTURE SERVICES	
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
ENVIRONMENTAL SERVICES	
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
ARCHITECTURAL SERVICES	
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Senior Architect Intern	\$130.00
Architect Intern	\$100.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$350.00
GIS Technician	\$100.00
Administrative Assistant	\$75.00
REIMBURSABLE EXPENSES	
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 13



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

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

April 19, 2022

Patricia Thibault, District Manager
Breeze
1540 International Pkwy Suite 2000
Lake Mary FL 32746

Dear Patricia Thibault:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2022.

• Ballantrae Community Development District	1,777
• Epperson North Community Development District	440
• Epperson Ranch II Community Development District	382
• Highland Trails Community Development District	0
• LakeShore Ranch Community Development District	1,386
• Mirada Community Development District	849
• Mirada II Community Development District	0
• North AR-1 Community Development District	0
• Union Park East Community Development District	1,077
• Zephyr Lakes Community Development District	243

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

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302
Central Pasco - Land O' Lakes (813) 929-2788
West Pasco - New Port Richey (727) 847-8162