

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

Advanced Meeting Package

Regular Meeting

***Date/ Time:
Tuesday, June 7, 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

813-564-7847

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, June 7, 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

813-564-7847

CC: Attorney
Engineer
District Records

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

Date of Meeting: Tuesday, June 7, 2022

Time: 6:00 PM

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

Dial In: 312-626-6799
Meeting ID: 765 408 9133
Passcode: 12345

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. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*

B. Consideration and Adoption of **Resolution 2022-08, Approving Proposed Budget and Setting Public Hearing** (FY 2022-2023) – *(Public Hearing Date to be Established on or after August 8, 2022)*

Exhibit 1

➤ Exhibit A - Proposed Budget FY 2022-2023 (To Be Distributed)

C. Consideration and Approval of **Water Science Associates, Inc – Proposal to Provide Water Use Permit Renewal / Modification Services - \$16,500.00**

Exhibit 2

IV. Consent Agenda

A. Ratification of Contracts

Exhibit 3

V. Staff Reports

A. District Manager

B. District Attorney

C. District Engineer

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

VII. Supervisors Requests

VIII. Adjournment

EXHIBIT 1

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the North AR-1 of Pasco Community Development District (“**District**”) prior to June 15, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August ___, 2022

HOUR: 6:00 p.m.

LOCATION: Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

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

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

PASSED AND ADOPTED ON JUNE 7, 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: Proposed Budget for Fiscal Year 2022/2023

EXHIBIT 2

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between:

NORTH AR OF PASCO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and whose mailing address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 (the "District"); and

WATER SCIENCE ASSOCIATES, INC., a Florida corporation, whose address is 13620 Metropolis Avenue, Suite 110, Ft. Myers, Florida 33912 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide water use permit renewal/modification services for SWFWMD Water Use Permit No. 20012934.002, as described in the attached proposal; and

WHEREAS, Contractor, represents that it has the skills, knowledge, and ability to provide such services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "**Parties**"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. CONTRACTOR'S OBLIGATION. The Contractor will provide the water use permit renewal/modification services as identified in **Exhibit "A"**, which is attached hereto and incorporated herein by reference (the "**Proposal**"). Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in **Exhibit "A"**.

Section 3. BILLING AND PAYMENT. The District agrees to compensate the Contractor for the work described in the Proposal in an amount not to exceed \$30,000.00 upon completion of the Tasks and under the terms as stated in the Proposal. The Contractor shall submit an invoice to the

District for the work performed after the service is completed. The District shall pay the Contractor in accordance with the Florida local government prompt payment act.

Section 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee.

Section 5. INDEMNIFICATION. Contractor shall indemnify, defend, and save harmless District its Supervisors, agents, and employees from and against all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

Section 6. INSURANCE. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

Section 7. TERM AND TERMINATION. This Agreement shall continue until terminated and may be terminated by either party, for any reason, upon 30 days written notice to the other party at the address provided on Page 1 of this Agreement. District will pay Contractor for any services rendered up to the date of termination.

Section 8. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT BREEZE, 1540 INTERNATIONAL PARKWAY, SUITE 2000, LAKE MARY, FLORIDA 32746, OR BY PHONE AT 813-564-7847, OR BY EMAIL AT PATRICIA@BREEZEHOME.COM.

Section 9. E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes,

A. Contractor represents that Contractor 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.

B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will 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 the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

C. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

Section 10. TIME. The Contractor shall complete the Project within fourteen (14) days of the Effective Date. At such time as the Project is completed, the Contractor shall submit an invoice for the work performed.

Section 11. ADDITIONAL SERVICES. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment to this Agreement.

Section 12. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

Section 13. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Service Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the Owner whereupon this Service Agreement may be terminated by the Owner.

Section 14. CONFLICTS. In the event of a conflict between this Agreement and Exhibit "A", the terms of this Agreement shall be controlling.

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

**NORTH AR OF PASCO COMMUNITY
DEVELOPMENT DISTRICT**

WATER SCIENCE ASSOCIATES INC.,
a Florida corporation

Chairman/Vice Chairman
Date: _____

By: _____
Its: _____
Date _____



EXHIBIT 'A'

March 22, 2022

North AR1 of Pasco CDD
2502 North Rocky Point Drive, Suite 1050
Tampa, Florida 33607

**Proposal to Provide Water Use Permit Renewal/Modification Services
Len-Angeline, LLC, Pasco County, Florida
Southwest Florida Water Management District Water Use Permit No. 20012934.002**

Dear Mr. Sanders:

Water Science Associates, Inc. (Water Science) has prepared this cost proposal to provide water use permit (WUP) modification and permit renewal services for the Len-Angeline property, located in central Pasco County, Florida. The current WUP (20012934.002) authorizes the use of 317,200 gallons per day (gpd) on an average annual daily (AAD) basis for agricultural use (126 acres of sod and water for 840 head of cattle). The WUP expires on June 15, 2022.

As part of the permit renewal, Len-Angeline, LLC needs to modify the permit to allow for common area irrigation abutting roadways and development common area irrigation within the development and to allow for a one-time fill and operational filling of a proposed 6.5-acre (12.9 million gallon [MG]) Crystal Lagoon® for the development. Based on the pre-application meeting on September 21, 2021 with the Southwest Florida Water Management District (District), the renewal application will be for 20-years with the understanding that the WUP will be modified multiple times as Environmental Resource Permits (ERPs) are approved for new phases of development. The District understands the need for agricultural activities to remain on the permit as these uses will continue but be phased out as development progresses. It is also understood by the District that the allocation obtained for common area irrigation for the development will eventually be modified solely as a backup to reclaimed water, which will be eventually provided to the development.

The following documents the work tasks to be completed for this proposal.

Task 1. AGMOD, Pasco County Reclaimed Water Use, and Crystal Lagoon Allocation Evaluation –

Based on the current development design plans and acreage total to be provided by Len-Angeline, LLC's engineer of record, Water Science will first complete an AGMOD evaluation of the potential irrigation allocation need. Following this evaluation, Water Science will then complete several AGMOD evaluation iterations to determine the total reduction of irrigated sod acreage required to accommodate the common area irrigation allocation while maintaining the currently permitted allocation. Water Science will utilize the Pasco County Reclaimed Water Use spreadsheet to determine the reclaimed need. The most conservative allocation will be used in the WUP application. Additionally, Water Science will evaluate the allocation need for maintenance of the proposed 6.5-acre Crystal Lagoon®. The cost to conduct the above work is **\$7,750 (Lump Sum)**.

Task 2. Pre-Application Meeting – Water Science will conduct one pre-application meeting to discuss the WUP and the transition for agricultural to development, the transition and use of reclaimed water, and the allocation for daily maintenance of the proposed 6.5-acre (12.9 MG) Crystal Lagoon®. The cost to conduct the above work is **\$750 (Lump Sum)**.

Task 3. Water Use Permit Renewal and Modification –The project location is within the Northern Tampa Bay Water Use Caution Area (NTBWUCA). This area was established by the District due to the historical downward trend of traditional groundwater resource availability and declines in water quality, depending on the location within these areas. Water Science will provide water use permitting services to renew and modify the existing WUP to allow for both common area irrigation and agricultural water uses. Water Science will prepare a water use permit application package to submit to the District to obtain a water use permit for irrigation and agricultural uses. Work elements will include the following:

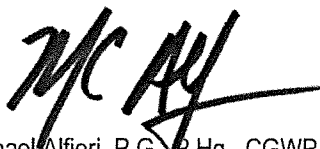
- Review hydrogeologic characteristics at the site based on review of onsite testing data (if available), previous permits, applications, and technical documents from in-house files and public records.
- Perform a survey of permitted water uses and private water uses (using public records) to aid in identifying existing legal uses.
- Review soil boring reports (provided by the Client, if available) and nearby lithologic logs from public records to evaluate the ability of the source aquifers to support withdrawals.
- Conduct an impact analysis using the District-Wide Regulatory Model version 3 (DWRMv3).
- Compile applicant and ownership information and authorization from the Client.
- Prepare a water use permit renewal/modification report and submit via the District's e-Permitting portal for landscape irrigation and on-site agricultural uses (sod and cattle).
- Calculate the water allocation needs for a 6.5-acre Crystal Lagoon®, which will be located within the development.

The cost to prepare an application is **\$16,500.00 (Lump Sum)**, which does not include the permit application fee. The price includes one response letter to a possible District Request for Additional Information (RAI) to clarify previously submitted information.

Task 4. General Consultation Services – On Client written authorization, Water Science will complete additional work items outside of those referenced above pertaining to the renewal and modification of WUP No. 20012934.002 and pertaining specifically to the development. Following written Client authorization, the cost to conduct the above work is **not to exceed \$5,000 (Time and Materials)**.

We appreciate the opportunity to provide a proposal for hydrogeologic services on your behalf and look forward to working with you on this project. If acceptable, please sign and return the attached Standard Agreement or provide other authorization to proceed. Should you have any questions or would like additional information, please do not hesitate to contact us via phone or email.

Sincerely,



Michael Alfieri, P.G., P.Hg., CGWP
Senior Managing Hydrogeologist
Water Science Associates, Inc.
michael@wsaconsult.com

Cc: Kirk Martin, Water Science and FILE
Attachments: Standard Agreement and Standard Rates



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Client: _____

Date: March 22, 2022

Project No.: _____

Project
Name/Location:

WUP Renewal/Modification, Pasco County, Florida

With written authorization, complete the following tasks as documented in the cover letter:

Scope/Fee Summary:

- Task 1. AGMOD, Pasco County Reclaimed Water Use, and Crystal Lagoon Allocation Evaluation (Lump Sum \$7,750)
- Task 2. Pre-Application Meeting (Lump Sum \$750)
- Task 3. Water Use Permit Renewal and Modification (Lump Sum \$16,500)
- Task 4. Other (T&M NTE \$5,000)

Scope of Services are attached in the proposal letter

- ☒ Client to provide name, address, and telephone number of property owner.
- ☐ Client to provide any special site access information (contacts, keys, etc.).
- ☒ Client to provide agency fees.
- ☒ Client to provide project specific electronic files referenced in proposal prior to commencement.

This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Water Science Associates, Inc., and Client with respect to the scope of services hereunder.

Offered by:

A handwritten signature in dark ink, appearing to read 'W. Kirk Martin'.

March 22, 2022

Signature

Date

W. Kirk Martin / President

Printed Name/Title

Water Science Associates, Inc.

Name of Firm

Accepted by:

Signature

Date

Printed Name/Title

Name of Firm

STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Water Science Associates and Client.

Limitation of Liability - Water Science Associates services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Water Science Associates. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Water Science Associates and by mutual Agreement between the parties, Water Science Associates will correct those services not meeting such a standard without additional compensation.

Water Science Associates and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, Water Science Associates total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes include, but are not limited to, Water Science Associates negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Payments and Collection - Invoicing will be provided on a monthly basis or at completion of the service. Statements are due and payable upon receipt. Client agrees to carefully read all billing statements and promptly notify Water Science Associates, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Water Science Associates is not notified by the Client in writing, it is presumed that the owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% and Water Science Associates can upon giving 7 days written notice to Client, suspend services until payment in full is received. Retainers shall be credited on the final invoice. Water Science Associates is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

Reimbursable Expenses - Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, and travel made on behalf of the project, subcontractors, and any other out-of-pocket expenses incurred on the project are reimbursable to Water Science Associates. These expenses will be billed to the Client at cost plus 15%.

Permit and Application Fees - Client shall pay all permit and application fees required for the project.

Termination - This agreement may be terminated by either party upon thirty 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. Irrespective of which party shall effect termination, the Client shall pay Water Science Associates for all services rendered to the date of termination.

Duty to Cooperate - The parties agree to provide reasonable access to information regarding the site or the Work performed and to responsible personnel as may be required to address any claim made regarding the Work performed or this Agreements. The parties further agree to provide copies to each other of any claims, demands or notices from any federal, state or local public agency regarding the Work performed or this Agreement.

Attorney Fees - Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Mediation - Water Science Associates and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

Ownership of Documents - All documents, including electronic media, prepared by Water Science Associates under this Agreement shall remain the property of Water Science Associates. These documents may not be used by Client for any other endeavor without the written consent of Water Science Associates.

Delays - Water Science Associates is not responsible for delays caused by factors beyond Water Science Associates control including but not limited to the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Water Science Associates does not guarantee issuance of any permit.



2022 Hourly Rates:

Principal Scientist / Engineer	\$240
Senior Project Manager	\$200
Senior Water Resource Modeler	\$200
Senior Scientist / Engineer	\$185
Water Resource Modeler	\$175
Project Manager	\$165
Project Scientist / Engineer	\$160
Staff Scientist / Engineer	\$140
GIS/CADD Technician	\$120
Field Technician	\$115
Administrative Support	\$85

Reimbursable Expenses:

Mileage:	Current IRS Mileage Rate
Other Incidental Expenses	Actual Cost plus 15%
Expert Witness	200% of Scheduled Rate

EXHIBIT 3

RATIFICATION OF CONTRACTS

22LENA01-086 CO#5	Ardurra – Phase 3 Revised Offsite Utility Plans along Sunlake Blvd.	\$10,000.00
22LENA01-102 CO#1	The Rogers Group – Agrihood Welcome Center Price Increase & Plan Changes	\$226,148.79
22LENA01-102 CO#2	The Rogers Group – Agrihood Welcome Center	\$75,143.61
22LENA01-116 CO#8	RIPA & Associates – Active Adult phase 1 Change Order #008	\$55,665.70
22LENA01-116 CO#9	RIPA & Associates – Active Adult phase 1 Change Order #009	\$8,786.44
22LENA01-116 CO#10	RIPA & Associates – Active Adult phase 1 Change Order #010	\$6,414.54
22LENA01-153 CO#2	Ardurra – Phase 3 C – Glen Live Oak Blvd. Revise Grading	\$4,500.00
22LENA01-163 CO#3	RIPA & Associates – Phase 3 Change Order #003	\$27,874.01
22LENA01-163 CO#4	RIPA & Associates – Phase 3 Change Order #004	\$30,038.52
22LENA01-163 CO#5	RIPA & Associates – Phase 3 Change Order #005	\$76,219.76
22LENA01-163 CO#6	RIPA & Associates – Phase 3 Change Order #006	\$54,408.10
SC-000478 CO#1	RIPA & Associates – Phase 3 Infrastructure	\$839,226.00
SC-000478	RIPA & Associates – Phase 3C Mass-Grading	\$902,600.00
SC-000490	Grandview Botanicals Landscape Co – Bahia Sod around Construction Trailer	\$5,320.00
SC-000577	Onsight Industries – Mail Kiosk 1A-1D	\$77,444.50
SC-000648 CO#1	Brightview Landscape Development – Mow Entrance and Replacement o Indian Hawthorne with Deer Resistant Plants	\$12,950.00

SC-000648	Brightview Landscape Development – Phase 1 Landscape & Irrigation	\$1,390,533.00
SC-000653	Ardurra – Master Site Plan & Miscellaneous Exhibits	\$9,600.00