

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

***Advanced Meeting Package***

***Date/Time:  
Monday, August 8, 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

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Board of Supervisors  
**North Ar-1 Of Pasco Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the North Ar-1 Of Pasco Community Development District is scheduled for **Monday, August 8, 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  
813-564-7847s

CC: Attorney  
Engineer  
District Records

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

**Date of Meeting:** Monday, August 8, 2022

**Time:** 6:00 P.M.

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

**Dial In: 1-646-931-3860**  
**Meeting ID: 765 408 9133**  
**Passcode: 12345**

## ***Agenda***

*For any questions as to the agenda packet, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

**I. Roll Call**

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

**III. Business Items**

**A. FY 2022-2023 Budget Public Hearing**

- Open Public Hearing
- Presentation of the FY 2022-2023 Budget
  - Affidavit of Publication – 1<sup>st</sup> Publication July 15, 2022
  - Affidavit of Publication – 2<sup>nd</sup> Publication July 22, 2022
- Public Comments
- Close Public Hearing

**Exhibit 1**

**B. Consideration and Adoption of Resolution 2022-09, Adopting Final Budget for FY 2022-2023**

**Exhibit 2**

- Exhibit A – FY 2022-2023 Budget

**C. FY 2022-2023 Assessments Public Hearing**

- Open Public Hearing
- Public Comments
- Close Public Hearing

**D. Consideration and Adoption of Resolution 2022-10, Imposing and Levying O&M Assessments for FY 2022-2023 Budget**

**Exhibit 3**

- Exhibit A - FY 2022-2023 Budget
- Exhibit B - FY 2022-2023 Budget Funding Agreement

- |                                                                                                    |                   |
|----------------------------------------------------------------------------------------------------|-------------------|
| E. Consideration and Adoption of <b>Resolution 2022-11, Setting Landowner’s Election Meeting</b>   | <b>Exhibit 4</b>  |
| F. Consideration and Adoption of <b>Resolution 2022-12, Adopting FY 2022-2023 Meeting Schedule</b> | <b>Exhibit 5</b>  |
| <b>IV. Consent Agenda</b>                                                                          |                   |
| A. Acceptance of the June Unaudited Financial Statement                                            | <b>Exhibit 6</b>  |
| B. Consideration and Approval of May 3,2022 Regular Meeting Minutes                                | <b>Exhibit 7</b>  |
| C. Consideration and Approval of June 7,2022 Regular Meeting Minutes                               | <b>Exhibit 8</b>  |
| D. Ratification of Contracts                                                                       | <b>Exhibit 9</b>  |
| E. Ratification of Landscape Services Agreement with Brightview Landscape Services, Inc.           | <b>Exhibit 10</b> |
| <b>V. Staff Reports</b>                                                                            |                   |
| A. District Manager                                                                                |                   |
| B. District Attorney                                                                               |                   |
| C. District Engineer                                                                               |                   |
| <b>VI. Audience Comments - New Business – (limited to 3 minutes per individual)</b>                |                   |
| <b>VII. Supervisor Requests</b>                                                                    |                   |
| <b>VIII. Adjournment</b>                                                                           |                   |

# **EXHIBIT 1**

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>VARIANCE</b>
	<b>ADOPTED</b>	<b>PROPOSED</b>	<b>2022-2023</b>
<b>I. REVENUE</b>			
GENERAL FUND REVENUE /(a)	\$ 592,792	\$ 895,452	\$ 302,661
INTEREST			-
<b>TOTAL REVENUE</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>II. EXPENDITURES</b>			
<b>GENERAL ADMINISTRATIVE</b>			-
SUPERVISORS COMPENSATION (3 Supervisors-8 Meetings)	6,400	4,800	(1,600)
PAYROLL TAXES	490	367	(122)
PAYROLL PROCESSING	440	490	50
MANAGEMENT CONSULTING SERVICES	21,000	23,000	2,000
CONSTRUCTION ACCOUNTING SERVICES	9,000	4,500	(4,500)
PLANNING, COORDINATING & CONTRACT SERVICES	48,000	48,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	-
BANK FEES	300	300	-
AUDITING SERVICES	3,000	3,200	200
TRAVEL PER DIEM	-	250	250
INSURANCE	5,500	5,822	322
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	1,500	(2,500)
ENGINEERING SERVICES	5,500	5,500	-
LEGAL SERVICES	5,500	7,500	2,000
WEBSITE HOSTING	1,650	2,015	365
ADMINISTRATIVE CONTINGENCY	-	500	500
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>114,555</b>	<b>111,519</b>	<b>(3,035)</b>
<b>DEBT ADMINISTRATION:</b>			-
DISSEMINATION AGENT	5,000	6,500	1,500
TRUSTEE FEES	5,387	8,083	2,696
ARBITRAGE	750	750	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>11,137</b>	<b>15,333</b>	<b>4,196</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>			-
COMPREHENSIVE FIELD SERVICES	15,000	15,000	-
STREETPOLE LIGHTING	89,100	158,000	68,900
ELECTRICITY (IRRIGATION & POND PUMPS)	20,000	15,000	(5,000)
WATER	48,000	48,000	-
LANDSCAPING MAINTENANCE	30,000	285,000	255,000

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

LANDSCAPE REPLINISHMENT	-		-
IRRIGATION MAINTENANCE	20,000	20,000	-
POND MAINTENANCE	25,000	21,600	(3,400)
GATE MAINTENANCE	20,000	-	(20,000)
PET WASTE	-	6,000	6,000
CONTINGENCY FOR PHYSICAL ENVIRONMENT	200,000	200,000	-
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>467,100</b>	<b>768,600</b>	<b>301,500</b>
<b>TOTAL EXPENDITURES</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-	-
FUND BALANCE - BEGINNING	-	7,634	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 7,634</b>	<b>\$ -</b>

**STATEMENT 2**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED O&M ASSESSMENT ALLOCATION**

**1. ERU Assignment, Ranking and Calculation**

Product Type	Units	ERU	Total ERU	% ERU
TH (30')	186	0.74	137.64	23.58%
50'	248	1.00	248.00	42.49%
60'	165	1.20	198.00	33.93%
<b>Total</b>	<b>599</b>		<b>583.64</b>	<b>100.00%</b>

**2. O&M Assessment Requirement ("AR")**

AR = TOTAL EXPENDITURES - NET: \$ **895,452**

Plus: Early Payment Discount (4.0%) \$ 38,104

Plus: County Collection Charges (2.0%) \$ 19,052

**Total Expenditures - GROSS** \$ **952,609** [a]

Total ERU: \$ 583.64 [b]

**Total AR / ERU - GROSS (as if all On-Roll):** \$ **1,632.19** [a] / [b]

Total AR / ERU - NET: \$ 1,534.25

**3. Proposed FY 2023 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$1,135	\$211,175	\$1,207.82	\$224,654
50'	248	1.00	\$1,534	\$380,495	\$1,632.19	\$404,782
60'	165	1.20	\$1,841	\$303,782	\$1,958.62	\$323,173
<b>Total</b>	<b>599</b>			<b>\$895,452</b>		<b>\$952,609</b>

**4. FY 2022 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$752	\$139,798	\$800	\$ 148,722
50'	248	1.00	\$1,016	\$251,889	\$1,081	\$ 267,967
60'	165	1.20	\$1,219	\$201,105	\$1,297	\$ 213,941
<b>Total</b>	<b>599</b>			<b>\$592,792</b>		<b>\$ 630,629</b>

**5. Difference between Proposed FY 2023 and FY 2022**

Product Type	Units	ERU	Difference	Total Difference	% Increase
Product Type	186	0.74	\$383	\$139,798	51.06%
TH (30')	248	1.00	\$518	\$128,606	51.06%
50'	165	1.20	\$622	\$102,677	51.06%
<b>Total</b>	<b>599</b>			<b>\$371,081</b>	



STATEMENT 2				
NORTH AR-1				
CONTRACT SUMMARY				
	SERVICE		ANNUAL	
FINANCIAL STATEMENT	PROVIDER	SERVICE	AMOUNT OF	COMMENTS
CATEGORY	(VENDOR)	PROVIDED	CONTRACT	(SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISOR COMPENSATION	NA	NA	4,800	Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year assumes - 3 Board Members per Meeting , 8 Meetings Considered. Chairman waives compensation as the fourth Supervisor
PAYROLL TAXES	NA	NA	367	Amount is for employer taxes related to the payrol calculated at 7.65% Of BOS Payroll
PAYROLL PROCESSING	INNOVATIVE	NA	490	Amount is assessed at \$55 Per Payroll Plus Year End Processing of \$50 for the processing of payroll related to Supervisor compensation
MANAGEMENT CONSULTING SRVS	BREEZE	DISTRICT MGMT.	23,000	The District received Management, Accounting and Assessment services as part of a Management Agreement.
CONSTRUCTION ACCOUNTING SERVICES			4,500	Construction accounting services are provided for the processing of requisitons and funding request for the District.
PLANNING, COORDINATING & CONTRACT SERVICES	NA	COORDINATE SVCS	48,000	Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with the maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	BREEZE	OFFICE EXPENSES	3,600	Pursuant to District Management Contract for services related to administration functions of the District such as agenda processing, public records request, etc.
BANK FEES	Bank United		300	Fees associated with maintaining the District's bank accounts and the ordering of checks
AUDITING	Debartelemeo	ANNUAL AUDIT	3,200	Florida Statute mandates an audit of its financial records to be performed on an annual basis by an independent Certified Public Accounting firm.
TRAVEL PER DIEM			250	Reimbursement to Supervisors for meeting travel mileage
INSURANCE (Liability, Property, Casualty, Bridge)	EGIS	INSURANCE	5,822	The Districts General Liability , Public Officials and Property insurance is with EGIS Insurance and Risk Advisors. They specialize in providing insurance coverage to governmental agencies. The budgeted amount is based on estimates received fro EGIS
REGULATORY AND PERMIT FEES	Florida Department of Revenue	ANNUAL FILING FEE	175	The District is required to pay an annual fee of \$175 to the Department of Community Affairs.
LEGAL ADVERTISEMENTS	TIME PUBLISHING	PUBLIC NOTICE	1,500	The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation
ENGINEERING SERVICES	STANTEC	DISTRICT ENGINEER	5,500	The District Engineer provides general engineering services to the District; i.e. attendance and preparation for monthly board meetings, review of contractor plans and invoices, and other specifically requested assignments.
LEGAL SERVICES	STRALEY & ROBIN	DISTRICT ATTORNEY	7,500	The District's attoney provides general legal services to the District; i.e. attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Superviros and the District Manager
WEBSITE HOSTING			2,015	
ADMINISTRATIVE CONTINGENCY			500	Estimated for items not known and considered in the administrative allocations
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT			6,500	The District is required by the Securities & Exchange Commission to comply with Rule 15c2-12(b)-(5) which relates to additional reporting requirements for bond issues. The budgeted amount is based on standard fees charged for this service.
TRUSTEE FEES			8,083	The District deposits amounts related to a Bond Series with a Trustee stipulated in the trust indenture. The annual trustee fees are based on fees estimated by the Trustee
ARBITRAGE			750	The District receives services from an independent specialist to calculate the District's Arbitrage Rebate Liability on respective bond issuances. Confirmed with LLS for arbitrage related to the 2017A Bonds - rebate is calcualted by end of July
PHYSICAL ENVIRONMENT				
COMPREHENSIVE FIELD SERVICES			15,000	Directs day to day operations and oversees field services technician. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage of RFP for ongoing maintenance, prepare written monthly reports to the Board, including travel for field technician.
STREETPOLE LIGHTING			158,000	The District contracts for solar streetlights for the District. It is anticipatred that by the end of FY 2023 there will be 315 streetlights installed
ELECTRICITY (IRRIGATION & POND PUMPS)			15,000	Estimated for electrical services related to the irrigation and pond pumps.
WATER			48,000	Estimated water utility services related to the operations of the District.
LANDSCAPING			285,000	The District will contract for landscape maintenance services of District common areas. The amount appropriated is an estimate for phase 1
IRRIGATION MAINTENANCE			20,000	The Disrict contracts for the repair and maintenance of the District irrigation system

POND MAINTENANCE			21,600	The District will contract for the monthly care and maintenance of the lakes and ponds throughout the District. It is anticipated that 9 ponds will be brought online for service needs
GATE MAINTENANCE			-	There are no gates anticipated for the District
PET WASTE STATION			6,000	It is anticipated that 6 pet waste stations will be installed for FY 2023
CONTINGENCY FOR PHYSICAL ENVIRONMENT			200,000	As needed

**STATEMENT 3**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2021-2022 PROPOSED BUDGET**  
**DEBT SERVICE SCHEDULES**

	<b>SERIES 2021</b>	<b>TOTAL FY22 BUDGET</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON-ROLL - GROSS		
SPECIAL ASSESSMENTS - OFF-ROLL - NET	\$ 757,713	\$ 757,713
LESS: EARLY PAYMENT DISCOUNT	-	-
<b>TOTAL REVENUE</b>	<b>757,713</b>	<b>757,713</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
May 1, 2023	240,694	240,694
November 1, 2023	237,019	237,019
PRINCIPAL RETIREMENT		
May 1, 2023	280,000	280,000
<b>TOTAL EXPENDITURES</b>	<b>757,713</b>	<b>757,713</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-
<b>FUND BALANCE - ENDING (REVENUE TRUST ACCOUNT</b>	<b>\$ -</b>	<b>\$ -</b>

**Table 1. Series 2021 Allocation of Maximum Annual Debt Service (NET MADS)**

<b>LOT WIDTH</b>	<b>LOTS</b>	<b>ERU</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>TOTAL ASSMTS</b>	<b>ASSMT / LOT</b>
TH (30')	98	0.60	58.8	17.7%	\$134,004	\$1,367
50'	201	1.00	201.0	60.4%	\$458,075	\$2,279
60'	61	1.20	73.2	22.0%	\$166,821	\$2,735
<b>Total</b>	<b>360</b>		<b>333.0</b>	<b>100.0%</b>	<b>758,900</b>	

Serial Number  
22-01235P

# Business Observer

Published Weekly  
New Port Richey, Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey, Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing and Board of Supervisors Meeting

in the matter of Meeting on August 8, 2022 at 6:00pm; North AR-1 of Pasco CDD

in the Court, was published in said newspaper by print in the

issues of 7/15/2022

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

  
Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,  
15th day of July, 2022 A.D.

by Lindsey Padgett who is personally known to me.

  
Notary Public, State of Florida  
(SEAL)



Kimberly S. Martin  
COMMISSION # GG232793  
EXPIRES: July 25, 2022  
Bonded Thru Aaron Notary

## Notice of Public Hearing and Board of Supervisors Meeting of the North AR-1 of Pasco Community Development District

The Board of Supervisors (the "Board") of the North AR-1 of Pasco Community Development District (the "District") will hold a public hearing and a meeting on August 8, 2022, at 6:00 p.m. at Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.northar1cd.org>, or may be obtained by contacting the District Manager's office via email at [Patricia@breezehome.com](mailto:Patricia@breezehome.com) or via phone at (813) 665-4663.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

Product Type	Units	Assigned ERU	Gross Assmt/Unit	Total Gross Assmt
TH (30')	156	0.74	\$1,059.66	\$197,097.39
TH (26')	136	0.60	\$859.19	\$116,849.37
60'	248	1.00	\$1,431.98	\$355,190.42
60'	168	1.20	\$1,716.57	\$288,631.55
Total	708			\$957,868.72

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2022 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Patricia Thibault  
District Manager



July 15, 2022

22-01235P

Serial Number  
22-01271P

# Business Observer

Published Weekly  
New Port Richey, Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey, Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on August 8, 2022  
North AR-1 of Pasco CDD

in the Court, was published in said newspaper by print in the

issues of 7/22/2022

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

## Notice of Public Hearing and Board of Supervisors Meeting of the North AR-1 of Pasco Community Development District

The Board of Supervisors (the "Board") of the North AR-1 of Pasco Community Development District (the "District") will hold a public hearing and a meeting on August 8, 2022, at 6:00 p.m. at Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.northar1ofpasco.org>, or may be obtained by contacting the District Manager's office via email at [Patricia@breezehome.com](mailto:Patricia@breezehome.com) or via phone at (813) 565-4663.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Patricia Thibault  
District Manager  
July 22, 2022

22-01271P

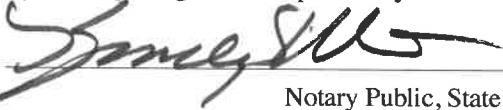


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of July, 2022 A.D.

by Lindsey Padgett who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Kimberly S. Martin  
COMMISSION # GG232793  
EXPIRES: July 25, 2022  
Bonded Thru Aaron Notary

## **EXHIBIT 2**

## RESOLUTION 2022-09

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the North AR-1 of Pasco Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021-2022 and/or revised projections for fiscal year 2022-2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

North AR-1 of Pasco Community Development District for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023.”

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sum of \_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
<i>Total Reserve Fund [if Applicable]</i>	\$ _____
Total Debt Service Funds	\$ _____
<b>Total All Funds*</b>	<b>\$ _____</b>

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.



**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 8, 2022.**

Attested By:

**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: FY 2022-2023 Adopted Budget**

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>VARIANCE</b>
	<b>ADOPTED</b>	<b>PROPOSED</b>	<b>2022-2023</b>
<b>I. REVENUE</b>			
GENERAL FUND REVENUE /(a)	\$ 592,792	\$ 895,452	\$ 302,661
INTEREST			-
<b>TOTAL REVENUE</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>II. EXPENDITURES</b>			
<b>GENERAL ADMINISTRATIVE</b>			-
SUPERVISORS COMPENSATION (3 Supervisors-8 Meetings)	6,400	4,800	(1,600)
PAYROLL TAXES	490	367	(122)
PAYROLL PROCESSING	440	490	50
MANAGEMENT CONSULTING SERVICES	21,000	23,000	2,000
CONSTRUCTION ACCOUNTING SERVICES	9,000	4,500	(4,500)
PLANNING, COORDINATING & CONTRACT SERVICES	48,000	48,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	-
BANK FEES	300	300	-
AUDITING SERVICES	3,000	3,200	200
TRAVEL PER DIEM	-	250	250
INSURANCE	5,500	5,822	322
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	1,500	(2,500)
ENGINEERING SERVICES	5,500	5,500	-
LEGAL SERVICES	5,500	7,500	2,000
WEBSITE HOSTING	1,650	2,015	365
ADMINISTRATIVE CONTINGENCY	-	500	500
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>114,555</b>	<b>111,519</b>	<b>(3,035)</b>
<b>DEBT ADMINISTRATION:</b>			-
DISSEMINATION AGENT	5,000	6,500	1,500
TRUSTEE FEES	5,387	8,083	2,696
ARBITRAGE	750	750	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>11,137</b>	<b>15,333</b>	<b>4,196</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>			-
COMPREHENSIVE FIELD SERVICES	15,000	15,000	-
STREETPOLE LIGHTING	89,100	158,000	68,900
ELECTRICITY (IRRIGATION & POND PUMPS)	20,000	15,000	(5,000)
WATER	48,000	48,000	-
LANDSCAPING MAINTENANCE	30,000	285,000	255,000

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

LANDSCAPE REPLINISHMENT	-		-
IRRIGATION MAINTENANCE	20,000	20,000	-
POND MAINTENANCE	25,000	21,600	(3,400)
GATE MAINTENANCE	20,000	-	(20,000)
PET WASTE	-	6,000	6,000
CONTINGENCY FOR PHYSICAL ENVIRONMENT	200,000	200,000	-
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>467,100</b>	<b>768,600</b>	<b>301,500</b>
<b>TOTAL EXPENDITURES</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-	-
FUND BALANCE - BEGINNING	-	7,634	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 7,634</b>	<b>\$ -</b>

**STATEMENT 2**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED O&M ASSESSMENT ALLOCATION**

**1. ERU Assignment, Ranking and Calculation**

Product Type	Units	ERU	Total ERU	% ERU
TH (30')	186	0.74	137.64	23.58%
50'	248	1.00	248.00	42.49%
60'	165	1.20	198.00	33.93%
<b>Total</b>	<b>599</b>		<b>583.64</b>	<b>100.00%</b>

**2. O&M Assessment Requirement ("AR")**

AR = TOTAL EXPENDITURES - NET:	<b>\$ 895,452</b>	
Plus: Early Payment Discount (4.0%)	\$ 38,104	
Plus: County Collection Charges (2.0%)	\$ 19,052	
<b>Total Expenditures - GROSS</b>	<b>\$ 952,609</b>	[a]
Total ERU:	\$ 583.64	[b]
<b>Total AR / ERU - GROSS (as if all On-Roll):</b>	<b>\$1,632.19</b>	[a] / [b]
Total AR / ERU - NET:	\$ 1,534.25	

**3. Proposed FY 2023 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$1,135	\$211,175	\$1,207.82	\$224,654
50'	248	1.00	\$1,534	\$380,495	\$1,632.19	\$404,782
60'	165	1.20	\$1,841	\$303,782	\$1,958.62	\$323,173
<b>Total</b>	<b>599</b>			<b>\$895,452</b>		<b>\$952,609</b>

**4. FY 2022 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$752	\$139,798	\$800	\$ 148,722
50'	248	1.00	\$1,016	\$251,889	\$1,081	\$ 267,967
60'	165	1.20	\$1,219	\$201,105	\$1,297	\$ 213,941
<b>Total</b>	<b>599</b>			<b>\$592,792</b>		<b>\$ 630,629</b>

**5. Difference between Proposed FY 2023 and FY 2022**

Product Type	Units	ERU	Difference	Total Difference	% Increase
Product Type	186	0.74	\$383	\$139,798	51.06%
TH (30')	248	1.00	\$518	\$128,606	51.06%
50'	165	1.20	\$622	\$102,677	51.06%
<b>Total</b>	<b>599</b>			<b>\$371,081</b>	

STATEMENT 2				
NORTH AR-1				
CONTRACT SUMMARY				
	SERVICE		ANNUAL	
FINANCIAL STATEMENT	PROVIDER	SERVICE	AMOUNT OF	COMMENTS
CATEGORY	(VENDOR)	PROVIDED	CONTRACT	(SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISOR COMPENSATION	NA	NA	4,800	Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year assumes - 3 Board Members per Meeting , 8 Meetings Considered. Chairman waives compensation as the fourth Supervisor
PAYROLL TAXES	NA	NA	367	Amount is for employer taxes related to the payrol calculated at 7.65% Of BOS Payroll
PAYROLL PROCESSING	INNOVATIVE	NA	490	Amount is assessed at \$55 Per Payroll Plus Year End Processing of \$50 for the processing of payroll related to Supervisor compensation
MANAGEMENT CONSULTING SRVS	BREEZE	DISTRICT MGMT.	23,000	The District received Management, Accounting and Assessment services as part of a Management Agreement.
CONSTRUCTION ACCOUNTING SERVICES			4,500	Construction accounting services are provided for the processing of requisitons and funding request for the District.
PLANNING, COORDINATING & CONTRACT SERVICES	NA	COORDINATE SVCS	48,000	Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with the maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	BREEZE	OFFICE EXPENSES	3,600	Pursuant to District Management Contract for services related to administration functions of the District such as agenda processing, public records request, etc.
BANK FEES	Bank United		300	Fees associated with maintaining the District's bank accounts and the ordering of checks
AUDITING	Debartelemeo	ANNUAL AUDIT	3,200	Florida Statute mandates an audit of its financial records to be performed on an annual basis by an independent Certified Public Accounting firm.
TRAVEL PER DIEM			250	Reimbursement to Supervisors for meeting travel mileage
INSURANCE (Liability, Property, Casualty, Bridge)	EGIS	INSURANCE	5,822	The Districts General Liability , Public Officials and Property insurance is with EGIS Insurance and Risk Advisors. They specialize in providing insurance coverage to governmental agencies. The budgeted amount is based on estimates received fro EGIS
REGULATORY AND PERMIT FEES	Florida Department of Revenue	ANNUAL FILING FEE	175	The District is required to pay an annual fee of \$175 to the Department of Community Affairs.
LEGAL ADVERTISEMENTS	TIME PUBLISHING	PUBLIC NOTICE	1,500	The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation
ENGINEERING SERVICES	STANTEC	DISTRICT ENGINEER	5,500	The District Engineer provides general engineering services to the District; i.e. attendance and preparation for monthly board meetings, review of contractor plans and invoices, and other specifically requested assignments.
LEGAL SERVICES	STRALEY & ROBIN	DISTRICT ATTORNEY	7,500	The District's attoney provides general legal services to the District; i.e. attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Superviros and the District Manager
WEBSITE HOSTING			2,015	
ADMINISTRATIVE CONTINGENCY			500	Estimated for items not known and considered in the administrative allocations
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT			6,500	The District is required by the Securities & Exchange Commission to comply with Rule 15c2-12(b)-(5) which relates to additional reporting requirements for bond issues. The budgeted amount is based on standard fees charged for this service.
TRUSTEE FEES			8,083	The District deposits amounts related to a Bond Series with a Trustee stipulated in the trust indenture. The annual trustee fees are based on fees estimated by the Trustee
ARBITRAGE			750	The District receives services from an independent specialist to calculate the District's Arbitrage Rebate Liability on respective bond issuances. Confirmed with LLS for arbitrage related to the 2017A Bonds - rebate is calcaulted by end of July
PHYSICAL ENVIRONMENT				
COMPREHENSIVE FIELD SERVICES			15,000	Directs day to day operations and oversees field services technician. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage of RFP for ongoing maintenance, prepare written monthly reports to the Board, including travel for field technician.
STREETPOLE LIGHTING			158,000	The District contracts for solar streetlights for the District. It is anticipatred that by the end of FY 2023 there will be 315 streetlights installed
ELECTRICITY (IRRIGATION & POND PUMPS)			15,000	Estimated for electrical services related to the irrigation and pond pumps.
WATER			48,000	Estimated water utility services related to the operations of the District.
LANDSCAPING			285,000	The District will contract for landscape maintenance services of District common areas. The amount appropriated is an estimate for phase 1
IRRIGATION MAINTENANCE			20,000	The Disrict contracts for the repair and maintenance of the District irrigation system

POND MAINTENANCE			21,600	The District will contract for the monthly care and maintenance of the lakes and ponds throughout the District. It is anticipated that 9 ponds will be brought online for service needs
GATE MAINTENANCE			-	There are no gates anticipated for the District
PET WASTE STATION			6,000	It is anticipated that 6 pet waste stations will be installed for FY 2023
CONTINGENCY FOR PHYSICAL ENVIRONMENT			200,000	As needed

**STATEMENT 3**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2021-2022 PROPOSED BUDGET**  
**DEBT SERVICE SCHEDULES**

	<b>SERIES 2021</b>	<b>TOTAL FY22 BUDGET</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON-ROLL - GROSS		
SPECIAL ASSESSMENTS - OFF-ROLL - NET	\$ 757,713	\$ 757,713
LESS: EARLY PAYMENT DISCOUNT	-	-
<b>TOTAL REVENUE</b>	<b>757,713</b>	<b>757,713</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
May 1, 2023	240,694	240,694
November 1, 2023	237,019	237,019
PRINCIPAL RETIREMENT		
May 1, 2023	280,000	280,000
<b>TOTAL EXPENDITURES</b>	<b>757,713</b>	<b>757,713</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-
<b>FUND BALANCE - ENDING (REVENUE TRUST ACCOUNT</b>	<b>\$ -</b>	<b>\$ -</b>

**Table 1. Series 2021 Allocation of Maximum Annual Debt Service (NET MADS)**

<b>LOT WIDTH</b>	<b>LOTS</b>	<b>ERU</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>TOTAL ASSMTS</b>	<b>ASSMT / LOT</b>
TH (30')	98	0.60	58.8	17.7%	\$134,004	\$1,367
50'	201	1.00	201.0	60.4%	\$458,075	\$2,279
60'	61	1.20	73.2	22.0%	\$166,821	\$2,735
<b>Total</b>	<b>360</b>		<b>333.0</b>	<b>100.0%</b>	<b>758,900</b>	

# **EXHIBIT 3**



## RESOLUTION 2022-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the North AR-1 of Pasco Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is located in Pasco County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2022-2023 attached hereto as **Exhibit A (“FY 2022-2023 Budget”)** and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2022-2023 Budget;

**WHEREAS**, the provision of the activities described in the FY 2022-2023 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2022-2023 Budget (“**O&M Assessments**”);

**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2022-2023 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

**WHEREAS**, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law; and

**WHEREAS**, **LEN-Angeline, LLC** (“**Developer**”), as the developer of certain lands within the District, has agreed to fund (in addition to its portion of the O/M Assessments) a portion of the FY 2022-2023 Budget as shown in the revenues line item of the FY 2022-2023 Budget pursuant to a budget funding agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2022-2023 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2022-2023 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2022-2023 Budget and Assessment Roll. The lien of

the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

### **Section 3. Collection and Enforcement of District Assessments.**

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
  - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
  - ii. To the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
    - 1. 50% due no later than October 1, 2022
    - 2. 25% due no later than February 1, 2023
    - 3. 25% due no later than April 1, 2023
  - iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2022-2023 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
  - iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Direct Bill for Certain O&M Assessments.**
  - i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.

- ii. To the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
    - 1. 50% due no later than October 1, 2022
    - 2. 25% due no later than February 1, 2023
    - 3. 25% due no later than April 1, 2023
  - iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.
- d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**Section 5. Assessment Roll Amendment.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other

proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 9. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 10. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 8, 2022.**

Attested By:

**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: FY 2022-2023 Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>VARIANCE</b>
	<b>ADOPTED</b>	<b>PROPOSED</b>	<b>2022-2023</b>
<b>I. REVENUE</b>			
GENERAL FUND REVENUE /(a)	\$ 592,792	\$ 895,452	\$ 302,661
INTEREST			-
<b>TOTAL REVENUE</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>II. EXPENDITURES</b>			
<b>GENERAL ADMINISTRATIVE</b>			-
SUPERVISORS COMPENSATION (3 Supervisors-8 Meetings)	6,400	4,800	(1,600)
PAYROLL TAXES	490	367	(122)
PAYROLL PROCESSING	440	490	50
MANAGEMENT CONSULTING SERVICES	21,000	23,000	2,000
CONSTRUCTION ACCOUNTING SERVICES	9,000	4,500	(4,500)
PLANNING, COORDINATING & CONTRACT SERVICES	48,000	48,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	-
BANK FEES	300	300	-
AUDITING SERVICES	3,000	3,200	200
TRAVEL PER DIEM	-	250	250
INSURANCE	5,500	5,822	322
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	1,500	(2,500)
ENGINEERING SERVICES	5,500	5,500	-
LEGAL SERVICES	5,500	7,500	2,000
WEBSITE HOSTING	1,650	2,015	365
ADMINISTRATIVE CONTINGENCY	-	500	500
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>114,555</b>	<b>111,519</b>	<b>(3,035)</b>
<b>DEBT ADMINISTRATION:</b>			-
DISSEMINATION AGENT	5,000	6,500	1,500
TRUSTEE FEES	5,387	8,083	2,696
ARBITRAGE	750	750	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>11,137</b>	<b>15,333</b>	<b>4,196</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>			-
COMPREHENSIVE FIELD SERVICES	15,000	15,000	-
STREETPOLE LIGHTING	89,100	158,000	68,900
ELECTRICITY (IRRIGATION & POND PUMPS)	20,000	15,000	(5,000)
WATER	48,000	48,000	-
LANDSCAPING MAINTENANCE	30,000	285,000	255,000

**STATEMENT 1**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED BUDGET - GENERAL FUND (O&M)**

LANDSCAPE REPLINISHMENT	-		-
IRRIGATION MAINTENANCE	20,000	20,000	-
POND MAINTENANCE	25,000	21,600	(3,400)
GATE MAINTENANCE	20,000	-	(20,000)
PET WASTE	-	6,000	6,000
CONTINGENCY FOR PHYSICAL ENVIRONMENT	200,000	200,000	-
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>467,100</b>	<b>768,600</b>	<b>301,500</b>
<b>TOTAL EXPENDITURES</b>	<b>592,792</b>	<b>895,452</b>	<b>302,661</b>
<b>III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-	-
FUND BALANCE - BEGINNING	-	7,634	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 7,634</b>	<b>\$ -</b>

**STATEMENT 2**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2023 PROPOSED O&M ASSESSMENT ALLOCATION**

**1. ERU Assignment, Ranking and Calculation**

Product Type	Units	ERU	Total ERU	% ERU
TH (30')	186	0.74	137.64	23.58%
50'	248	1.00	248.00	42.49%
60'	165	1.20	198.00	33.93%
<b>Total</b>	<b>599</b>		<b>583.64</b>	<b>100.00%</b>

**2. O&M Assessment Requirement ("AR")**

AR = TOTAL EXPENDITURES - NET:	<b>\$ 895,452</b>	
Plus: Early Payment Discount (4.0%)	\$ 38,104	
Plus: County Collection Charges (2.0%)	\$ 19,052	
<b>Total Expenditures - GROSS</b>	<b>\$ 952,609</b>	[a]
Total ERU:	\$ 583.64	[b]
<b>Total AR / ERU - GROSS (as if all On-Roll):</b>	<b>\$1,632.19</b>	[a] / [b]
Total AR / ERU - NET:	\$ 1,534.25	

**3. Proposed FY 2023 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$1,135	\$211,175	\$1,207.82	\$224,654
50'	248	1.00	\$1,534	\$380,495	\$1,632.19	\$404,782
60'	165	1.20	\$1,841	\$303,782	\$1,958.62	\$323,173
<b>Total</b>	<b>599</b>			<b>\$895,452</b>		<b>\$952,609</b>

**4. FY 2022 Allocation of AR (as if all On-Roll) /(a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
TH (30')	186	0.74	\$752	\$139,798	\$800	\$ 148,722
50'	248	1.00	\$1,016	\$251,889	\$1,081	\$ 267,967
60'	165	1.20	\$1,219	\$201,105	\$1,297	\$ 213,941
<b>Total</b>	<b>599</b>			<b>\$592,792</b>		<b>\$ 630,629</b>

**5. Difference between Proposed FY 2023 and FY 2022**

Product Type	Units	ERU	Difference	Total Difference	% Increase
Product Type	186	0.74	\$383	\$139,798	51.06%
TH (30')	248	1.00	\$518	\$128,606	51.06%
50'	165	1.20	\$622	\$102,677	51.06%
<b>Total</b>	<b>599</b>			<b>\$371,081</b>	



STATEMENT 2				
NORTH AR-1				
CONTRACT SUMMARY				
	SERVICE		ANNUAL	
FINANCIAL STATEMENT	PROVIDER	SERVICE	AMOUNT OF	COMMENTS
CATEGORY	(VENDOR)	PROVIDED	CONTRACT	(SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:				
SUPERVISOR COMPENSATION	NA	NA	4,800	Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year assumes - 3 Board Members per Meeting , 8 Meetings Considered. Chairman waives compensation as the fourth Supervisor
PAYROLL TAXES	NA	NA	367	Amount is for employer taxes related to the payrol calculated at 7.65% Of BOS Payroll
PAYROLL PROCESSING	INNOVATIVE	NA	490	Amount is assessed at \$55 Per Payroll Plus Year End Processing of \$50 for the processing of payroll related to Supervisor compensation
MANAGEMENT CONSULTING SRVS	BREEZE	DISTRICT MGMT.	23,000	The District received Management, Accounting and Assessment services as part of a Management Agreement.
CONSTRUCTION ACCOUNTING SERVICES			4,500	Construction accounting services are provided for the processing of requisitons and funding request for the District.
PLANNING, COORDINATING & CONTRACT SERVICES	NA	COORDINATE SVCS	48,000	Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with the maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	BREEZE	OFFICE EXPENSES	3,600	Pursuant to District Management Contract for services related to administration functions of the District such as agenda processing, public records request, etc.
BANK FEES	Bank United		300	Fees associated with maintaining the District's bank accounts and the ordering of checks
AUDITING	Debartelemeo	ANNUAL AUDIT	3,200	Florida Statute mandates an audit of its financial records to be performed on an annual basis by an independent Certified Public Accounting firm.
TRAVEL PER DIEM			250	Reimbursement to Supervisors for meeting travel mileage
INSURANCE (Liability, Property, Casualty, Bridge)	EGIS	INSURANCE	5,822	The Districts General Liability , Public Officials and Property insurance is with EGIS Insurance and Risk Advisors. They specialize in providing insurance coverage to governmental agencies. The budgeted amount is based on estimates received fro EGIS
REGULATORY AND PERMIT FEES	Florida Department of Revenue	ANNUAL FILING FEE	175	The District is required to pay an annual fee of \$175 to the Department of Community Affairs.
LEGAL ADVERTISEMENTS	TIME PUBLISHING	PUBLIC NOTICE	1,500	The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation
ENGINEERING SERVICES	STANTEC	DISTRICT ENGINEER	5,500	The District Engineer provides general engineering services to the District; i.e. attendance and preparation for monthly board meetings, review of contractor plans and invoices, and other specifically requested assignments.
LEGAL SERVICES	STRALEY & ROBIN	DISTRICT ATTORNEY	7,500	The District's attoney provides general legal services to the District; i.e. attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Superviros and the District Manager
WEBSITE HOSTING			2,015	
ADMINISTRATIVE CONTINGENCY			500	Estimated for items not known and considered in the administrative allocations
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT			6,500	The District is required by the Securities & Exchange Commission to comply with Rule 15c2-12(b)-(5) which relates to additional reporting requirements for bond issues. The budgeted amount is based on standard fees charged for this service.
TRUSTEE FEES			8,083	The District deposits amounts related to a Bond Series with a Trustee stipulated in the trust indenture. The annual trustee fees are based on fees estimated by the Trustee
ARBITRAGE			750	The District receives services from an independent specialist to calculate the District's Arbitrage Rebate Liability on respective bond issuances. Confirmed with LLS for arbitrage related to the 2017A Bonds - rebate is calcualted by end of July
PHYSICAL ENVIRONMENT				
COMPREHENSIVE FIELD SERVICES			15,000	Directs day to day operations and oversees field services technician. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage of RFP for ongoing maintenance, prepare written monthly reports to the Board, including travel for field technician.
STREETPOLE LIGHTING			158,000	The District contracts for solar streetlights for the District. It is anticipatred that by the end of FY 2023 there will be 315 streetlights installed
ELECTRICITY (IRRIGATION & POND PUMPS)			15,000	Estimated for electrical services related to the irrigation and pond pumps.
WATER			48,000	Estimated water utility services related to the operations of the District.
LANDSCAPING			285,000	The District will contract for landscape maintenance services of District common areas. The amount appropriated is an estimate for phase 1
IRRIGATION MAINTENANCE			20,000	The Disrict contracts for the repair and maintenance of the District irrigation system

POND MAINTENANCE			21,600	The District will contract for the monthly care and maintenance of the lakes and ponds throughout the District. It is anticipated that 9 ponds will be brought online for service needs
GATE MAINTENANCE			-	There are no gates anticipated for the District
PET WASTE STATION			6,000	It is anticipated that 6 pet waste stations will be installed for FY 2023
CONTINGENCY FOR PHYSICAL ENVIRONMENT			200,000	As needed

**STATEMENT 3**  
**NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2021-2022 PROPOSED BUDGET**  
**DEBT SERVICE SCHEDULES**

	<b>SERIES 2021</b>	<b>TOTAL FY22 BUDGET</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON-ROLL - GROSS		
SPECIAL ASSESSMENTS - OFF-ROLL - NET	\$ 757,713	\$ 757,713
LESS: EARLY PAYMENT DISCOUNT	-	-
<b>TOTAL REVENUE</b>	<b>757,713</b>	<b>757,713</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
May 1, 2023	240,694	240,694
November 1, 2023	237,019	237,019
PRINCIPAL RETIREMENT		
May 1, 2023	280,000	280,000
<b>TOTAL EXPENDITURES</b>	<b>757,713</b>	<b>757,713</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-
<b>FUND BALANCE - ENDING (REVENUE TRUST ACCOUNT</b>	<b>\$ -</b>	<b>\$ -</b>

**Table 1. Series 2021 Allocation of Maximum Annual Debt Service (NET MADS)**

<b>LOT WIDTH</b>	<b>LOTS</b>	<b>ERU</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>TOTAL ASSMTS</b>	<b>ASSMT / LOT</b>
TH (30')	98	0.60	58.8	17.7%	\$134,004	\$1,367
50'	201	1.00	201.0	60.4%	\$458,075	\$2,279
60'	61	1.20	73.2	22.0%	\$166,821	\$2,735
<b>Total</b>	<b>360</b>		<b>333.0</b>	<b>100.0%</b>	<b>758,900</b>	

**Budget Funding Agreement**  
Fiscal Year 2022-2023

This Agreement is made and entered into this 8th day of August, 2022, by and between the **North AR-1 of Pasco Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (hereinafter "**District**"), and **LEN-Angeline, LLC**, a Florida limited liability company (hereinafter "**Developer**").

**Recitals**

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Pasco County, Florida, (the "**County**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2022-2023, which year commences on October 1, 2022 and concludes on September 30, 2023; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2022-2023 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2022-2023, as described in Exhibit "A," and as may be amended from time to time by the District.

**NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The monies to be funded by the Developer will be the difference between any actual on-roll and other non-off roll revenues received by the District minus the actual expenditures incurred by the District and will be provided on an "as needed" basis only. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees or assessments

which might otherwise be levied or imposed by the District. However, at the end of each fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.

2. The parties hereto recognize that a portion of the aforereferenced operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

5. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or

conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

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

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

By: \_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**LEN-Angeline, LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
John Ryan  
Manager

**Exhibit "A" – Fiscal Year 2022-2023 General Fund Budget**

# **EXHIBIT 4**

## RESOLUTION 2022-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING 3 MEMBERS OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOTS; 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;

**WHEREAS**, the District was established on July 6, 2020, by Ordinance No. 20-23 of the Pasco County Board of County Commissioners;

**WHEREAS**, the terms for Board seats **3, 4, and 5** are set to expire in November 2022; and

**WHEREAS**, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing 3 members of the Board.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1.** In accordance with Section 190.006(2)(b), Florida Statutes the landowners' meeting to elect 3 members of the Board, to Board seats **3, 4, and 5**, will be held on November 1, 2022, at 6:00 p.m. at the Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida.

**Section 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

**Section 3.** Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners' meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and sample ballot forms are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager's office.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**Passed and Adopted on August 8, 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



**Notice of Landowners' Meeting and Election and  
Meeting of the Board of Supervisors of the  
North AR-1 of Pasco Community Development District**

Notice is hereby given to the public and all landowners within the North AR-1 of Pasco Community Development District (the **"District"**), comprised of approximately 2,441.787 acres in Pasco County, Florida, advising that a landowners' meeting will be held for the purpose of electing 3 members of the Board of Supervisors of the District. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: November 1, 2022  
Time: 6:00 p.m.  
Place: Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, Florida

Each landowner may vote in person or authorize a proxy holder to vote in person on their behalf. Proxy forms and instructions relating to landowners' meeting may be obtained upon request at the office of the District Manager located at 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at (813) 565-4663 or at [PThibault@breezehome.com](mailto:PThibault@breezehome.com), at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

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

Patricia Thibault, District Manager  
*Run Date(s):* \_\_\_\_\_

**Instructions Relating to Landowners' Meeting  
of the North AR-1 of Pasco Community Development District  
for the Election of Members of the Board of Supervisors**

**Date:** November 1, 2022  
**Time:** 6:00 p.m.  
**Location:** Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, Florida

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every 2 years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote in person at the meeting in place of the landowner. Landowners or proxy holders need to bring a government issued ID for verification purposes.

Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per un-platted acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Mailed in ballots or proxies are not accepted because the landowners or proxy holders nominate candidates first for each seat in the election and then the ballots are casted. Furthermore, the District does not have the ability to verify the signatures of mailed in ballots or request clarification if there is an issue with any ballot or proxy.

This year, 3 seats on the Board will be up for election by landowners. The 2 candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence on November 15, 2022.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of un-platted acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

# Landowner Proxy

## North AR-1 of Pasco Community Development District Landowners' Meeting – November 1, 2022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the North AR-1 of Pasco Community Development District to be held at Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida, on November 1, 2022, at 6:00 p.m., and at any adjournments thereof, according to the number of un-platted acres of land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

### NOTES:

- 1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.*
- 2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.*
- 3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).*
- 4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.*

# Official Ballot for Landowners

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## North AR-1 of Pasco Community Development District Landowners' Meeting – November 1, 2022 (Election of 3 Supervisors)

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The undersigned certifies that he/she/it is a fee simple owner of land located within the North AR-1 of Pasco Community Development District and described as follows:

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

I do cast my votes as a Landowner as follows:

	Name of Candidate	Number of Votes
Seat 3	_____	_____
Seat 4	_____	_____
Seat 5	_____	_____

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Official Ballot for Proxy Holders

## North AR-1 of Pasco Community Development District Landowners' Meeting – November 1, 2022 (Election of 3 Supervisors)

The undersigned certifies that he/she/it is the proxy holder for fee simple owners of land located within the North AR-1 of Pasco Community Development District and described in the attached proxies.

*Information in the dotted line below is to be filled out by District Staff prior to being returned to the proxy holder for casting the ballot:*

-----

**Total Number of Proxies** \_\_\_\_\_

**Total Number of Un-platted Acreage** \_\_\_\_\_

**Total Number of Platted Lots** \_\_\_\_\_

**Total Number of Authorized Votes** \_\_\_\_\_

-----

I do cast my votes, in my capacity as a proxy holder for certain Landowners, as follows:

	<b>Name of Candidate</b>	<b>Number of Votes</b>
<b>Seat 3</b>	_____	_____
<b>Seat 4</b>	_____	_____
<b>Seat 5</b>	_____	_____

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **EXHIBIT 5**

## RESOLUTION 2022-12

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, 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 District’s Board of Supervisors (the “Board”), is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**Section 1.** The annual public meeting schedule of the Board of Supervisors for the Fiscal Year beginning October 1, 2022, and ending on September 30, 2023 (the “FY 2022/2023”) attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the FY 2022/2023 annual public meeting schedule to Pasco County and the Department of Economic Opportunity.

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

**PASSED AND ADOPTED ON AUGUST 8, 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**  
**Notice of Meetings**  
**Fiscal Year 2022/2023**  
**North AR-1 of Pasco Community Development District**

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2022/2023 Regular Meetings of the Board of Supervisors of the North AR-1 of Pasco Community Development District shall be held at **6:00 p.m. at the Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544**. The meeting dates are as follows:

October 4, 2022  
November 1, 2022  
December 6, 2022  
January 3, 2023  
February 7, 2023  
March 7, 2023  
April 4, 2023  
May 2, 2023  
June 6, 2023  
July 11, 2023  
August 8, 2023  
September 5, 2023

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from Breeze, 1540 International Parkway, Suite 2000, Lake Mary FL 32756 at (813) 564-7847, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact Breeze at (813) 564-7847. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office at least forty-eight (48) hours prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Breeze, District Management

*Publish: September 23, 2022 (Business Observer – Pasco County)*



# **EXHIBIT 6**

**North AR-1 CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**6/30/2022**

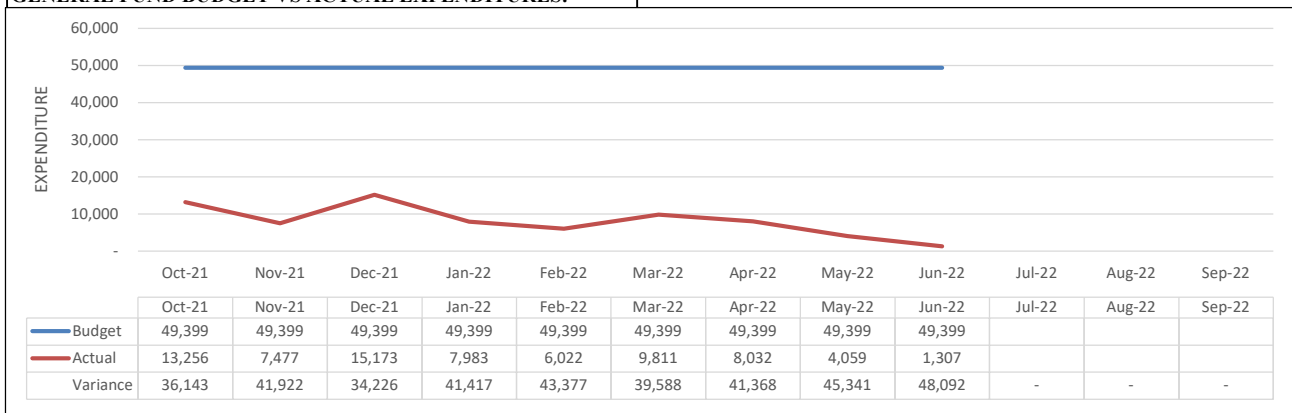
	GENERAL FUND 6/30/2022	CONSTRUCTION 2021 6/30/2022	CONSTRUCTION 2021 A2 6/30/2022
<b>For The Period Ending :</b>			
CASH BALANCE	\$ 8,393	\$ -	\$ 598,572
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-
PLUS: PREPAID EXPENSES	1,294	-	-
LESS: ACCOUNTS PAYABLE	(7,548)	(291,891)	(32,813)
LESS:DUE TO DEBT SERVICE	-	-	-
<b>NET CASH BALANCE</b>	<b>\$ 2,138</b>	<b>\$ (291,891)</b>	<b>\$ 565,760</b>

GENERAL FUND REVENUE AND EXPENDITURES:	6/30/2022 ACTUAL YEAR-TO-DATE	6/30/2022 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 73,524	\$ 592,792	\$ (519,267)
EXPENDITURES (YTD)	(73,120)	(249,124)	176,004
<b>NET OPERATING CHANGE</b>	<b>\$ 404</b>	<b>\$ 343,667</b>	<b>\$ (343,263)</b>

AVERAGE MONTHLY EXPENDITURES	\$ 8,124	\$ 27,680	\$ 19,556
<b>PROJECTED EOY BASED ON AVERAGE</b>	<b>\$ 97,494</b>	<b>\$ 581,290</b>	<b>\$ 58,668</b>

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	6/30/2022 ACTUAL YEAR-TO-DATE	6/30/2022 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	58,440	592,792	(534,352)
MISCELLANEOUS REVENUE	157	-	157
<b>TOTAL REVENUE:</b>	<b>\$ 58,597</b>	<b>\$ 592,792</b>	<b>\$ (534,195)</b>
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	73,120	99,124	26,004
PHYSICAL ENVIRONMENT - LANDSCAPE	-	-	-
PHYSICAL ENVIRONMENT - POND MAINTENENACE	-	-	-
PHYSICAL ENVIRONMENT - OTHER	-	150,000	150,000
AMENITY CENTER EXPENDITURES	-	-	-
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 73,120</b>	<b>\$ 249,124</b>	<b>\$ 176,004</b>

**GENERAL FUND BUDGET VS ACTUAL EXPENDITURES:**



(a) Revenue collections from County tax collector and/or budget funding agreement only as needed based on actuals. Draws upon budget funding agreement can only be based on actual expenditures.

**North AR-1 CDD**  
**Balance Sheet**  
**June 30, 2022**

	<b>General Fund</b>	<b>Debt Service Series 2021A1</b>	<b>Debt Service Series 2021A2</b>	<b>Construction 2021</b>	<b>Construction 2021A2</b>	<b>TOTAL</b>
<b>1 ASSETS:</b>						
2 CASH	\$ 8,393	\$ -	\$ -	\$ -	\$ 598,572	\$ 606,965
3 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
4 INVESTMENTS						
5 REVENUE FUND	-	53,018	139	-	-	53,157
6 INTEREST FUND	-	2,832	-	-	-	2,832
7 PREPAYMENT FUND	-	644,327	-	-	-	644,327
8 RESERVE FUND	-	758,900	551,366	-	-	1,310,266
9 CAPITAL INTEREST FUND	-	-	-	-	-	-
10 COST OF ISSUANCE FUND	-	-	-	-	-	-
11 PREPAID EXPENSES	1,294	-	1,750	-	-	3,044
<b>12 TOTAL ASSETS</b>	<b>\$ 9,687</b>	<b>\$ 1,459,078</b>	<b>\$ 553,255</b>	<b>\$ -</b>	<b>\$ 598,572</b>	<b>\$ 2,620,592</b>
<b>13 LIABILITIES:</b>						
14 ACCOUNTS PAYABLE	\$ 7,548	\$ -	\$ -	\$ -	\$ 32,813	\$ 40,361
15 RETAINAGE PAYABLE	-	-	-	291,891	-	291,891
<b>16 FUND BALANCE:</b>						
17 UNRESTRICTED NET ASSETS	1,734	950,361	-	4,319,357	(17,141)	5,254,311
18 NET CHANGE IN FUND BALANCE	404	508,717	553,255	(4,611,248)	582,901	(2,965,971)
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 9,687</b>	<b>\$ 1,459,078</b>	<b>\$ 553,255</b>	<b>\$ -</b>	<b>\$ 598,572</b>	<b>\$ 2,580,231</b>

**North AR-1 CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the Period From October 1, 2021 through June 30, 2022**

	<b>FY 2022 Adopted Budget</b>	<b>FY 2022 Budget Year-to-Date</b>	<b>FY 2022 Actual Year-to-Date</b>	<b>VARIANCE Favorable (Unfavorable)</b>
<b>1 REVENUE:</b>				
2 DEVELOPER FUNDING	\$ 592,792	\$ 592,792	\$ 58,440	(534,352)
3 LOT CLOSINGS	-	-	14,928	14,928
4 MISC. REVENUE	-	-	157	157
<b>5 TOTAL REVENUE</b>	<b>\$ 592,792</b>	<b>\$ 592,792</b>	<b>\$ 73,524</b>	<b>\$ (519,267)</b>
<b>6 EXPENDITURES:</b>				
<b>7 ADMINISTRATIVE</b>				
8 SUPERVISOR COMPENSATION	\$ 6,400	\$ 4,800	\$ 1,208	\$ (3,592)
9 PAYROLL TAXES	490	367	92	(275)
10 PAYROLL SERVICES	440	330	100	(230)
11 MANAGEMENT CONSULTING SERVICES	21,000	15,750	14,750	(1,000)
12 CONSTRUCTION ACCOUNTING SERVC	9,000	6,750	4,950	(1,800)
13 PLANNING & COORDINATION SERVICE	48,000	36,000	28,600	(7,400)
14 ADMINISTRATIVE SERVICES	3,600	2,700	1,800	(900)
15 BANK FEES	300	225	-	(225)
16 MISCELLANEOUS	-	-	73	73
17 AUDITING SERVICES	3,000	2,250	-	(2,250)
18 TRAVEL PER DIEM	-	-	-	-
19 INSURANCE	5,500	5,500	3,881	(1,619)
20 REGULATORY & PERMIT FEES	175	175	900	725
21 LEGAL ADVERTISING	4,000	3,000	-	(3,000)
22 ENGINEERING SERVICES	5,500	4,125	1,558	(2,567)
23 LEGAL SERVICES	5,500	4,125	5,886	1,761
24 PERFORMANCE & WARRANTY BOND PREMIUM	-	-	-	-
25 WEBSITE HOSTING	1,650	1,890	1,848	(42)
26 ADMINISTRATIVE CONTINGENCY	-	-	973	973
<b>27 TOTAL ADMINISTRATIVE</b>	<b>114,555</b>	<b>87,987</b>	<b>66,620</b>	<b>(21,367)</b>
<b>28 INSURANCE</b>				
29 DISSEMINATION AGENT	5,000	5,000	6,500	1,500
30 TRUSTEE FEES	5,387	5,387	-	(5,387)
31 ARBITRAGE	750	750	-	(750)
<b>32 TOTAL INSURANCE</b>	<b>11,137</b>	<b>11,137</b>	<b>6,500</b>	<b>(4,637)</b>
<b>33 PHYSICAL ENVIRONMENT EXPENDITURES</b>				
34 SECURITY	-	-	-	-
35 COMPREHENSIVE FIELD SERVICES	15,000	11,250	-	(11,250)
36 STREETPOLE LIGHTING	89,100	66,825	-	(66,825)
37 ELECTRICITY (IRRIGATION & POND PUMPS)	15,000	11,250	-	(11,250)
38 WATER	48,000	36,000	-	(36,000)
39 LANDSCAPING MAINTENANCE	30,000	22,500	-	(22,500)
40 IRRIGATION MAINTENANCE	20,000	15,000	-	(15,000)
41 ELECTRICAL IRRIGATION PUMP	5,000	3,750	-	(3,750)
42 POND MAINTENANCE	25,000	18,750	-	(18,750)
43 GATE MAINTENANCE	20,000	15,000	-	(15,000)
44 CONTINGENCY	200,000	150,000	-	(150,000)
<b>45 TOTAL PHYSICAL ENVIRONMENT</b>	<b>467,100</b>	<b>150,000</b>	<b>-</b>	<b>(150,000)</b>
<b>46 TOTAL EXPENDITURES</b>	<b>592,792</b>	<b>249,124</b>	<b>73,120</b>	<b>(176,004)</b>
<b>47 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>343,667</b>	<b>404</b>	<b>(343,263)</b>
<b>48 FUND BALANCE - BEGINNING</b>	<b>1,734</b>	<b>1,734</b>	<b>1,734</b>	<b>-</b>
<b>49 FUND BALANCE - ENDING</b>	<b>\$ 1,734</b>	<b>\$ 345,402</b>	<b>\$ 2,138</b>	<b>\$ (343,263)</b>

**North AR-1 CDD**  
**Debt Service Fund - Series 2021**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the Period From October 1, 2021 through June 30, 2022**

	<b>FY 2022 Adopted</b>	<b>FY 2022 Actual</b>	<b>VARIANCE Favorable</b>
	<b>Budget</b>	<b>Year-to-Date</b>	<b>(Unfavorable)</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL - GROSS	\$ 754,931	\$ -	\$ (754,931)
3 LOT CLOSINGS	-	55,560	55,560
4 PREPAYMENT INCOME	-	644,327	644,327
5 SPECIAL ASSESSMENTS - OFF ROLL (NET)	-	513,979	513,979
6 LESS: EARLY PAYMENT DISCOUNT	-	-	-
7 INTEREST	-	320	320
<b>8 TOTAL REVENUE</b>	<b>754,931</b>	<b>1,214,186</b>	<b>458,935</b>
<b>9 EXPENDITURES</b>			
10 INTEREST EXPENSE			
11 May 1, 2022	244,238	191,319	(52,918)
12 November 1, 2022	240,694	244,238	3,544
13 PRINCIPAL RETIREMENT			
14 May 1, 2022	270,000	270,000	-
15 PREPAYMENT EXPENSE	-	-	-
16 COST OF ISSUANCE	-	5,000	5,000
<b>17 TOTAL EXPENDITURES</b>	<b>754,931</b>	<b>710,557</b>	<b>(44,374)</b>
<b>18 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 503,629</b>	<b>\$ 503,629</b>
<b>19 OTHER FINANCING SOURCES (USES)</b>			
20 BOND PROCEEDS	-	-	-
21 TRANSFER IN (OUT)	-	5,088	5,088
<b>22 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>5,088</b>	<b>5,088</b>
<b>23 NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>508,717</b>	<b>508,717</b>
<b>24 FUND BALANCE - BEGINNING</b>	<b>950,361</b>	<b>950,361</b>	<b>-</b>
<b>25 FUND BALANCE - ENDING</b>	<b>\$ 950,361</b>	<b>\$ 1,459,078</b>	<b>\$ 508,717</b>

**North AR-1 CDD**  
**Debt Service Fund - Series 2021**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the Period From October 1, 2021 through June 30, 2022**

	<b>FY 2022</b>
	<b>Actual</b>
	<b>Year-to-Date</b>
<b>1 REVENUE</b>	
2 SPECIAL ASSESSMENTS - ON ROLL - GROSS	\$ -
3 LOT CLOSINGS	-
4 PREPAYMENT INCOME	-
5 SPECIAL ASSESSMENTS - OFF ROLL (NET)	-
6 LESS: EARLY PAYMENT DISCOUNT	-
7 INTEREST	161
<b>8 TOTAL REVENUE</b>	<b>161</b>
<b>9 EXPENDITURES</b>	
10 INTEREST EXPENSE	178,492
11 PRINCIPAL RETIREMENT	-
12 PREPAYMENT EXPENSE	-
13 COST OF ISSUANCE	136,750
<b>14 TOTAL EXPENDITURES</b>	<b>315,242</b>
<b>15 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (315,082)</b>
<b>16 OTHER FINANCING SOURCES (USES)</b>	
17 BOND PROCEEDS	873,358
18 TRANSFER IN (OUT)	(5,022)
<b>19 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>868,337</b>
<b>20 NET CHANGE IN FUND BALANCE</b>	<b>553,255</b>
21 FUND BALANCE - BEGINNING	-
<b>22 FUND BALANCE - ENDING</b>	<b>\$ 553,255</b>

**North AR-1 CDD**  
**Cash Reconciliation - General Fund**  
**June 30, 2022**

	<b>Bank United</b>
	<b>(Operating Acct)</b>
Ending Balance Per Bank Statement	\$ 8,392.77
Add: In Transit Transfers/Deposits	-
Less: Outstanding Checks	-
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 8,392.77</u></b>
Beginning Bank Balance Per Books	\$ 9,092.77
Add: Cash Receipts	-
Less: Cash Disbursements	(700.00)
<b><i>Balance Per Books</i></b>	<b><u>\$ 8,392.77</u></b>

# North AR-1 CDD Check Register - FY2022

Date	Num	Name	Memo	Receipts	Disbursements	Balance
09/30/2020	<b>EOY Balance</b>			<b>7,473.00</b>	<b>15,242.48</b>	<b>8,670.62</b>
10/05/2021	1037	Times Publishing Company	Legal Ad 09/15/21		136.40	8,534.22
10/12/2021	1038	DPFG M&C	CDD Mgmt Fees Sept 2021		6,841.67	1,692.55
10/15/2021	101521ACH	Christie Ray	BOS MTG 10/15/21		184.70	1,507.85
10/15/2021	101521ACH1	Doug Draper	BOS MTG 10/15/21		184.70	1,323.15
10/15/2021	101521ACH2	Innovative Employer Solutions	BOS MTG 10/15/21		141.80	1,181.35
10/15/2021	101521ACH3	Lori Price	BOS MTG 10/15/21		184.70	996.65
10/31/2021	<b>EOM Balance</b>			<b>0.00</b>	<b>7,673.97</b>	<b>996.65</b>
				-	-	996.65
11/30/2021	<b>EOM Balance</b>			<b>0.00</b>	<b>0.00</b>	<b>996.65</b>
12/09/2021	GF 2021-26 (wire)	Len-Angeline, LLC		122.52		1,119.17
12/17/2021	1039	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 22		200.00	919.17
12/17/2021	1040	Vesta	Meeting Space , Staples Seal Stamp		122.52	796.65
12/18/2021	1041	Straley Robin Vericker			585.78	210.87
12/23/2021	GF 2021-25 (Wire)	Len-Angeline, LLC		6,841.67		7,052.54
12/31/2021	<b>EOM Balance</b>			<b>6,964.19</b>	<b>908.30</b>	<b>7,052.54</b>
01/04/2022	1042	Straley Robin Vericker	Legal fees through 11/15/21		58.58	6,993.96
01/10/2022	1047	DPFG M&C	CDD Mgmt Fees Nov 2021		6,841.67	152.29
01/10/2022	GF 2021-27 (wire)	Len-Angeline, LLC		5,175.00		5,327.29
01/10/2022	GF 2021-28 (wire)	Len-Angeline, LLC		6,841.67		12,168.96
01/10/2022	GF 2021-29 (wire)	Len-Angeline, LLC		1,515.00		13,683.96
01/10/2022	GF 2021-30 (wire)	Len-Angeline, LLC		6,500.00		20,183.96
01/10/2022	GF 2021-31 (wire)	Len-Angeline, LLC		6,800.00		26,983.96
01/10/2022	GF 2021-32 (wire)	Len-Angeline, LLC		100.38		27,084.34
01/10/2022	GF 2021-33 (wire)	Len-Angeline, LLC		514.25		27,598.59
01/14/2022	011422ACH1	Christie Ray	VOID: BOS MTG 1/14/22	0.00		27,598.59
01/14/2022	011422ACH2	Innovative Employer Solutions	VOID: BOS MTG 1/14/22	0.00		27,598.59
01/14/2022	011422ACH3	Lori Price	VOID: BOS MTG 8/3/21	0.00		27,598.59
01/14/2022	011422ACH5	Doug Draper	VOID: BOS MTG 1/14/22	0.00		27,598.59
01/19/2022	1043	Egis Insurance Advisors, LLC	2022 Insurance 100120497		5,175.00	22,423.59
01/19/2022	1044	DPFG M&C	CDD Mgmt Fees December 2021		6,841.67	15,581.92
01/19/2022	1045	Innersync	CDD ADA Website Hosting		1,515.00	14,066.92
01/19/2022	1046	Lerner Reporting Service, Inc	Annual Disclosure Fee		6,500.00	7,566.92
01/19/2022	1048	DPFG M&C	CDD Mgmt Fees S		6,800.00	766.92
01/19/2022	1049	DPFG M&C	VOID: Sept Billable Expenses	0.00		766.92
01/19/2022	1050	Stantec	VOID: Cost of Issuance Engineering Fees. Paid for	0.00		766.92
01/19/2022	1051	Vesta	VOID: Sept Billable Expenses	0.00		766.92
01/19/2022	1050-1	Stantec	Engineering Services		514.25	252.67
01/19/2022	1053	Vesta	Sept Billable Expenses		100.38	152.29
01/19/2022	1052	Stantec	legal fees/prof services		514.25	-361.96
01/21/2022	GF 2021-35 (WIRE)	Len-Angeline, LLC		6,841.67		6,479.71
01/21/2022	GF 2021-36 (WIRE)	Len-Angeline, LLC		695.50		7,175.21
01/25/2022	1054	DPFG M&C	CDD Mgmt Fees Jan 2022		6,841.67	333.54
01/31/2022	<b>EOM Balance</b>			<b>34,983.47</b>	<b>41,702.47</b>	<b>333.54</b>
02/04/2022	020422ACH1	Christie Ray	BOS MTG 2/4/22		184.70	148.84
02/04/2022	020422ACH2	Doug Draper	BOS MTG 2/4/22		184.70	-35.86
02/04/2022	020422ACH3	Innovative Employer Solutions	BOS MTG 2/4/22		141.80	-177.66
02/04/2022	020422ACH4	Lori Price	BOS MTG 2/4/22		184.70	-362.36
02/28/2022	<b>EOM Balance</b>			<b>0.00</b>	<b>695.90</b>	<b>-362.36</b>
03/08/2022	GF 2021-37 (WIRE)	Len-Angeline, LLC		6,523.06		6,160.70
03/18/2022	1055	Christie Ray	Mileage Christie Ray thru 11/16/21		8.08	6,152.62
03/18/2022	1056	Straley Robin Vericker	Legal fees through 1/15/21		545.43	5,607.19
03/30/2022	1057	Straley Robin Vericker	Legal fees through 12/15/21		1,208.00	4,399.19
03/31/2022	20		reverse old OS items from bank recon that never cle	22.35		4,421.54
03/31/2022	20		reverse old OS items from bank recon that never cle	134.20		4,555.74
03/31/2022	<b>EOM Balance</b>			<b>6,679.61</b>	<b>1,761.51</b>	<b>4,555.74</b>
04/14/2022	Wire220413	Len-Angeline, LLC		9,969.35		14,525.09
04/21/2022	15		Shutts check 43044	14,927.65		29,452.74
04/29/2022	1058	Pasco County Property Appraiser	Interlocal Agreement/ Non-Valorem Assesment		750.00	28,702.74
04/30/2022	<b>EOM Balance</b>			<b>24,897.00</b>	<b>750.00</b>	<b>28,702.74</b>
05/04/2022	100000	Straley Robin Vericker			842.00	27,860.74
05/13/2022	100001	Artemis Connected, LLC			2,541.67	25,319.07
05/13/2022	100002	Stantec			180.00	25,139.07
05/13/2022	100003	Straley Robin Vericker			260.00	24,879.07
05/17/2022	100004	Stantec			720.00	24,159.07
05/26/2022	100005	Artemis Connected, LLC			4,300.00	19,859.07
05/26/2022	100006	Straley Robin Vericker			796.95	19,062.12
05/26/2022	1059	Stantec			612.00	18,450.12
05/26/2022	1060	Artemis Connected, LLC	Professional Mgmt		9,284.15	9,165.97
05/26/2022	1061	DPFG M&C	January Billable Expenses		73.20	9,092.77
05/31/2022	<b>EOM Balance</b>			<b>0.00</b>	<b>19,609.97</b>	<b>9,092.77</b>
06/08/2022	1062	Mike Fasno	Set up fee for tax collector		700.00	8,392.77
06/30/2022	<b>EOM Balance</b>			<b>0.00</b>	<b>700.00</b>	<b>8,392.77</b>



# **EXHIBIT 7**

**MINUTES OF MEETING**  
**NORTH AR-1 OF PASCO**

## COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the North AR-1 of Pasco Community Development District was held on Tuesday, May 3, 2022 at 6:00 p.m. at Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544

## FIRST ORDER OF BUSINESS – Roll Call

Ms. Thibault called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary
Christie Ray	Board Supervisor, Assistant Secretary

*The following is a summary of the discussions and actions taken at the May 3, 2022 North AR-1 of Pasco CDD Board of Supervisors Regular Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments–** *(limited to 3 minutes per individual on agenda items)*

There being none, the next item followed.

### THIRD ORDER OF BUSINESS – Business Items

- A. Exhibit 1: Consideration of Form 8B–Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offices
- B. Exhibit 2: Consideration and Adoption of Resolution 2022-04, Appointing District Manager

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2022-04, Appointing District Manager for the North AR-1 of Pasco Community Development District.

- C. Exhibit 3: Consideration and Adoption of Resolution 2022-05, Designating Officers

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2022-05, Designating Officers for the North AR-1 of Pasco Community Development District.

- D. Exhibit 4: Consideration and Adoption of Resolution 2022-06, Resolution Designating Primary Administrative Office Headquarters

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted Resolution 2022-06, Resolution Designating Primary Administrative Office Headquarters for the North AR-1 of Pasco Community Development District.

- E. Exhibit 5: Consideration and Adoption of Resolution 2022-07, Resolution Authorizing Bank Account Signatories**

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution 2022-07, Resolution Authorizing Bank Account Signatories for the North AR-1 of Pasco Community Development District.

F. Exhibit 6: Interlocal Agreement Between North AR-1 CDD and Pasco County Property Appraiser

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted Interlocal Agreement Between North AR-1 CDD and Pasco County Property Appraiser for the North AR-1 of Pasco Community Development District.

G. Exhibit 7: Service Agreement Amendment with Innovative Employer Solutions Inc

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted Service Agreement Amendment with Innovative Employer Solutions Inc for the North AR-1 of Pasco Community Development District.

H. Exhibit 8: Amortization Recalculation Agreement North AR-1 CDD

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board accepted Amortization Recalculation Agreement North AR-1 CDD for the North AR-1 of Pasco Community Development District.

**FOURTH ORDER OF BUSINESS – Consent Agenda**

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **the agenda** for the North AR-1 of Pasco Community Development District.

- A. Exhibit 9: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 4, 2022
- B. Exhibit 10: Ratification for Professional Traffic Engineering Services  
**SC-000469** - Lincks & Associates, Inc.
- C. Exhibit 11: Ratification for Bahia Sod Around Construction Trailer  
**SC-000490** (\$5,320.00)- Grandview Botanicals
- D. Exhibit 12: Ratification for Pedestrian Crossing Investigation  
**SC-000493** – WGI
- E. Exhibit 13: Presentation of Pasco County Number of Qualified Electors  
- There are 0 registered voters

**FIFTH ORDER OF BUSINESS – Supervisors Requests**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS – Audience Comments - New Business– (limited to 3 minutes per individual for non-agenda items)**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS – Adjournment**

Ms. Thibault 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. Ray, WITH ALL IN FAVOR, the Board adjourned the meeting for the North AR-1 of Pasco Community Development District.

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

78 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
79 **meeting held on \_\_\_\_\_.**

80

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

81

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

82 **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

# **EXHIBIT 8**

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, June 7, 2022 at 6:00 p.m. at Hilton Garden Inn, 26640 Silver  
6 Maple Parkway, Wesley Chapel, Florida 33544

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Mike Lawson	Board Supervisor, Chairman
11 Lori Price	Board Supervisor, Assistant Secretary
12 Christie Ray	Board Supervisor, Assistant Secretary

13 *The following is a summary of the discussions and actions taken at the June 7, 2022 North AR-1 of Pasco*  
14 *CDD Board of Supervisors Regular Meeting.*

15 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**  
16 **agenda items)**

17 There being none, the next item followed.

18 **THIRD ORDER OF BUSINESS – Business Items**

- 19 A. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*  
20 B. Exhibit 1: Consideration and Adoption of **Resolution 2022-08, Approving Proposed Budget**  
21 **and Setting Public Hearing** (FY 2022-2023) – *(Public Hearing Date to be Established on or*  
22 *after August 8,2022)*

23 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved  
24 **Resolution 2022-08, Approving Proposed Budget and Setting Public Hearing** for the North AR-1 of  
25 Pasco Community Development District.

- 26 ➤ Exhibit A – Proposed Budget FY 2022-2023 *(To Be Distributed)*  
27 C. Exhibit 2: Consideration and Approval of **Water Science Associates, Inc – Proposal to Provide**  
28 **Water Use Permit Renewal / Modification Services - \$16,500.00**  
29 -The board tabled this until this is redone as developer contract.

30 **FOURTH ORDER OF BUSINESS – Consent Agenda**

31 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved  
32 **the agenda** for the North AR-1 of Pasco Community Development District.

- 33 A. Exhibit 3: Ratification of Contracts

34 **FIFTH ORDER OF BUSINESS – Staff Reports**

- 35 A. District Manager – There being none, the next item followed.  
36 B. District Attorney – There being none, the next item followed.  
37 C. District Engineer – There being none, the next item followed.

38 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business– (limited to 3 minutes per**  
39 **individual for non-agenda items)**

40           There being none, the next item followed.

41   **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

42           There being none, the next item followed.

43   **EIGHTH ORDER OF BUSINESS – Adjournment**

44           Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to  
45 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

46   On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned  
47 the meeting for the North AR-1 of Pasco Community Development District.

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

51   **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
52 **meeting held on \_\_\_\_\_.**

53

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

54

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

55   **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

# **EXHIBIT 9**



## RATIFICATION OF CONTRACTS

<b>22LENA01-116 CO#11</b>	Ripa & Associates – May Fuel Surcharge	<b>\$4,003.25</b>
<b>22LENA01-129 CO#2</b>	Ardurra – Angeline County Park Access Road N. Sunlake Blvd. Roundabout Design Grades Additional Services Addendum #09	<b>\$3,800.00</b>
<b>22LENA01-163 CO#7</b>	Ripa & Associates – Angeline Phase 3	<b>\$34,207.14</b>
<b>22LENA01-163 CO#8</b>	Ripa & Associates – Angeline Phase 3	<b>\$270,908.50</b>
<b>SC-000648</b>	Brightview – Angeline Phase 1 Landscape and Irrigation	<b>\$1,390,533.00</b>
<b>SC-000653</b>	Ardurra – Angeline Master Site Plan & Miscellaneous Exhibits	<b>\$9,600.00</b>
<b>SC-000716</b>	Lincks & Associates, Inc – Professional Traffic Engineering Services for the Phase 2 of Angeline Development Located South of SR 52 and East of the Suncoast Pkwy in Pasco County, FL.	<b>\$4,000.00</b>
<b>SC-000814</b>	Agmenity – Agricultural Amenities Consulting	<b>\$225/ hr</b>
<b>SC-000890</b>	Ardurra – Angeline Miscellaneous Survey Services for Boundary Adjustments to Various Residential Tract Phases due to Sunlake Blvd R/W Adjustments	<b>\$23,300.00</b>

# **EXHIBIT 10**

## LANDSCAPE SERVICES AGREEMENT

**Date:** July 1, 2022

**BrightView:** BrightView Landscape Services, Inc.

**Client:** ~~Metro Development~~ North AR-1 of Pasco CDD

**Contract Start Date:** July 1, 2022

**Contract End Date:** June 30, 2023

**Service Fee\*:** \$56,472.00

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

**1. Services.**

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an

"Anniversary Date"), unless either party gives written

notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

**5. Cooperation.**

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or

management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

**6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater

of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

**7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 days' prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee,

Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this

Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been

reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related

outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: Branch Administrator  
Address: 26642 Wild Fern Cricle  
Lutz, FL 33559

**With a copy to:**

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ **North AR-1 of Pasco CDD**  
**c/o Breeze**  
**1540 International Parkway, Suite 2000**  
**Lake Mary, FL 32746**

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the preamble)**

By: \_\_\_\_\_

Name: Mark McCormick

Title: General Manager

Date: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_

Name: Michael Lawson

Title: Chairman

Date: 7-22-22

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Angeline	Landscape Site Location:	11725 Angeline Blvd. Land O Lakes FL 34638
Client Business Name:	Metro Development	Client Contact Name:	Randy Appenzeller
Client Contact Telephone:	813-299-4576	Client Contact Email:	<a href="mailto:randy@metrodg.com">randy@metrodg.com</a>
Billing Business Name:	Angeline	Billing Contact Name:	Randy Appenzeller
Billing Contact Telephone:	813-299-4576	Billing Contact Address:	Click here to enter text.
Billing Email:	<a href="mailto:randy@metrodg.com">randy@metrodg.com</a>		
BrightView Contact Name:	Branch Administrator	BrightView Contact Telephone:	813-994-2309

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined below.

#### **Table A: Recurring Service Fee:**

This Billing Information and Schedule document is incorporated into the Agreement by this reference upon execution by Client and BrightView. In the event multiple Statements of Work or Work Orders are attached to this Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

#### **Recurring Services Billing Schedule:**

First Year	
July 1	\$ 4,706.00
August 1	\$ 4,706.00
September 1	\$ 4,706.00
October 1	\$ 4,706.00
November 1	\$ 4,706.00
December 1	\$ 4,706.00
January 1	\$ 4,706.00
February 1	\$ 4,706.00
March 1	\$ 4,706.00
April 1	\$ 4,706.00
May 1	\$ 4,706.00
June 1	\$ 4,706.00
<b>Total Service Fee*</b>	<b>\$ 56,472.00</b>



## Scope of Landscape Services

### Description of Services (attach diagrams if necessary):

Click here to enter t

<b>Turf &amp; Bed Maintenance</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Mow		2	2	3	4	5	4	4	5	4	3	2	2	40
Trim		1	1	1	1	1	1	1	1	1	1	1	1	12
Weed		1	1	1	1	1	1	1	1	1	1	1	1	12
Pre-emergent Weed Control				1			1							2
Post-emergent Weed Control		1	1	1	1	1	1	1	1	1	1	1	1	12
Disease Control	X													
<b>Complete Agro Plan</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
St Augustine Turf				1		1			1			1		4
Shrubs & Ground Cover			1			1				1				3

<b>Misc. Maintenance</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Policing & Debris Clean-up		2	2	3	4	5	4	4	5	4	3	2	2	40

<b>Irrigation Service</b>	<b>As Needed</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
Check & Adjust		1	1	1	1	1	1	1	1	1	1	1	1	12

ext.



North AR-1 of Pasco CDD  
Series 2021 Project

