

EPPERSON NORTH
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Thursday, December 1, 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.

Epperson North Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

Board of Supervisors
Epperson North Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Epperson North Community Development District is scheduled for **Thursday, December 1, 2022, at 6:00 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida, 33544**

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

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

Sincerely,

Patricia Thibault

Patricia Thibault

District Manager

813-564-7847

CC: Attorney
Engineer
District Records

District: EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, December 1, 2022

Time: 6:00 P.M.

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

Dial In: +1 312-626-6799
Meeting ID: 765 408 9133
Passcode: 12345

Agenda

For any questions as to the agenda packet, please contact patricia@breezehome.com

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual on agenda items) None*
- III. Business Items**
 - A. Oath of Office **Exhibit 1**
 - Seat 1 – Michael Lawson
 - Seat 2 – Doug Draper
 - Seat 3 – Ted Sanders
 - B. Form 1 **Exhibit 2**
 - C. Consideration for Approval of **Resolution 2023-03**, Designating Officers **Exhibit 3**
 - D. Consideration for Approval of Epperson Ranch North Village A-3 Outdoor Solar Lighting Equipment Lease **Exhibit 4**
- IV. Consent Agenda**
 - A. Consideration and Approval of November 3, 2022 Regular Meeting Minutes **Exhibit 5**
 - B. Ratification of Contracts **Exhibit 6**
- V. Staff Reports**
 - A. District Manager
 - B. District Attorney
 - C. District Engineer
- VI. Audience Comments - New Business** – *(limited to 3 minutes per individual)*

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1.

**Epperson North Community Development District
Board of Supervisors
Oath of Office**

I, _____, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor employed by and/or an officer of the Epperson North Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the Epperson North Community Development District, Pasco County, Florida.

Print Name

Signature

Date

Acknowledgment of Oath Being Taken

State of Florida
County of _____

The foregoing oath was administered before me by means of ___ physical presence or ___ on line notarization, this ____ day of _____, 2022, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Epperson North Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

[NOTARY SEAL]

Notary Public State of Florida

Print Name

Commission No.: _____
Expires: _____

EXHIBIT 2.

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2021

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2021.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2021.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2021.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

EXHIBIT 3.

RESOLUTION 2023-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF EPPERSON NORTH
COMMUNITY DEVELOPMENT DISTRICT;
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, an election was held on November 3, 2022, for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (the “Board”) now desires to designate the Officers of the District per Section 190.006(6), Florida Statutes.

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

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

_____	Chair
_____	Vice-Chair
<u>Patricia Thibault</u>	Secretary
<u>Patricia Thibault</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Kaylee Roach</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 1ST DAY OF DECEMBER 2022.

ATTEST:

**EPPERSON NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

EXHIBIT 4.

Epperson Ranch North Village A-3 Outdoor Solar Lighting Equipment Lease

This Outdoor Solar Lighting Equipment Lease (the “**Lease**”), is made and entered into as of _____, 20____ (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (“**Company**”), whose mailing address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**Customer**”), whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

1. Lease of Street Lights. In consideration of the mutual covenants contained herein, Company agrees to lease to Customer, and Customer agrees to lease from Company, the **twenty nine (29)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and individually as a “**Street Light**”), according to design, installation and construction plans and specifications prepared by Company and approved by Customer.

2. Term of Lease; Installation.

a. Term. The term of this Lease shall commence upon the date that Company sends the first invoice for the Street Lights contemplated by this Lease, and shall expire, unless sooner terminated as provided herein, twenty (20) years after the date that substantially all of the Street Lights have been installed and are operational in the Installation Site (defined herein) (the “**Term**”). The term of this Lease shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Lease as the “**Term**.” At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (defined herein) has occurred on the part of Customer and is then continuing under this Lease.

b. Installation Site; License. The Street Lights shall be installed at the following project, in the portions of the property owned by Customer: EPPERSON RANCH NORTH VILLAGE A-3, located at Oyster Trellis Lane, in Pasco County, State of Florida (the “**Installation Site**”), according to the approved installation plans as described below. Upon satisfaction of the Conditions (as provided in Section 4 below), Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence, subject to Force Majeure (defined herein). Within a reasonable time prior to the installation of the Street Lights by Company, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense. In connection with same, Company shall provide Customer with a final design sketch reflecting Street Light locations, and suggested vendors capable of performing the staking work for Customer. During the Term of the Lease, Customer grants to Company and to Company’s agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the “**License**”) for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Lease. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the “**License Term**”). During the License Term, Customer shall ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company’s sole and absolute discretion. The grant of the License shall survive termination of this Lease by either party.

3. Monthly Rent Payments; Escalations; Security Deposit. During the Term, Customer shall pay Company monthly rent for the rental and use of the Street Lights, in advance, as follows. Until the Rent escalation provided under subsection (a) below occurs, the rent payable in each month of the Term shall be Fifty Dollars (\$50.00)

for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes (the “**Rent**”), such Rent to be prorated for periods less than one month. Regardless of the Term of this Lease commenced on the Effective Date, no Rent shall be payable until a Street Light has been installed and mechanically operational. Rent shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Lease Year of the Term. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without demand, counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the “**Maximum Interest Rate**”), all as Additional Rent under this Lease.

a. Rent Increases. Effective as of the anniversary of the Effective Date in each Lease Year (defined herein) of the Term, and each Renewal Term that comes into existence, Company shall have the right to increase the Rent paid based on the percentage increase of the Price Index (hereafter defined) over the previous Lease Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Lease Year to the level as of the second month prior to the previous Lease Year to determine the rate of increase. The Rent shall never decrease by reason of the foregoing calculation. The term “**Price Index**” means the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor for the “South Region,” and “All Items,” (1982- 84 = 100) or any successor or substitute index, appropriately adjusted. The term “**Lease Year**” shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

b. Payment Coupon Books. Company, in its sole discretion, may invoice Customer for an entire Lease Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease (such as sales, excise, or other taxes), and (iii) the total amount due from Customer. Customer’s obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued.

c. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Lease (“**Security Deposit**”). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (defined herein) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. Customer shall replenish the Security Deposit upon demand if Company uses such Security Deposit as a result of such default.

d. Taxes. Customer shall either pay or reimburse Company for all Taxes (as hereafter defined) assessed on the Rent or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3(d), “**Taxes**” means any federal, state, and local taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the lease of the Street Lights under this Lease, which shall be Company’s responsibility. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer’s payment of Taxes upon request.

4. Conditions to Company Obligations. Company’s obligations under this Lease are conditioned upon (“**Conditions**”): (a) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Lease; (b) Company’s receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance on the Installation Site, if any, that such party will recognize Company’s rights under this Lease for as long Company is not in default hereunder; and (c) Company having determined that all rights necessary, in Company’s judgment, for the construction, installation, maintenance, and operation of the Street Lights at the Installation Site, including the recordation of a grant

of easement substantially in the form attached hereto as **Exhibit “A”** (the “**Easement Agreement**”) in the public records of the county of the Installation Site. Company may, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Lease upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Lease.

5. Change Orders. The Street Lights shall be configured and installed pursuant to a final design sketch prepared by Company, with the approval (not to be unreasonably withheld, conditioned or delayed) of Customer. Any change order (“**Change Order**”) requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. If approved by Company, the final design sketch shall be revised at Customer’s expense, and 100% of the cost of the Change Order shall be paid to Company by Customer in cash in advance as a condition of any such Change Order.

6. Damages During Construction. Customer shall be responsible for all costs incurred to repair, replace or relocate any Street Lights damaged by Customer, its agents, employees, or authorized representatives during construction at the Installation Site. Any damage or loss during installation of Street Lights not resulting from an action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

7. Customer Information and Preparation; Indemnification. Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, “**Underground Facilities**”) at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities caused by Company that was not properly identified by Customer, as described under this Paragraph, shall be paid by Customer arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. Except for those claims, losses and damages arising out of Company’s sole negligence and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. The term “damages” includes, but is not limited to, damage to the persons and/or property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the “Company” shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

8. Environmental Attributes and Environmental Incentives. Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (defined herein) and is entitled to the benefit of all Tax Credits (defined herein), and Customer’s lease of the Street Lights under this Lease does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. “**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. “**Environmental Incentives**” means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

9. Non-Standard Service Charges. Customer shall pay all costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications, including, but not limited to: light rotations and light pole relocations, installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs (“**Non-Standard Services**”). Company will bill Customer for all Non-Standard Services with the next installment of monthly Rent due from Customer.

10. Maintenance and Repairs; No Alterations. Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer’s expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment, provided, however, that Company shall not be responsible or liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by Customer, its employees, agents, contractors, or invitees. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, invitees, or any owner, tenant, or occupant of a lot or parcel in the project of which the Installation Site is a part (or their invitees), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer upon demand by Company. Company does not guaranty or warranty 100% reliability of the Street Lights, or continuous lighting within the Street Light system, and will not be liable to any person or entity for damages (including special, incidental, consequential, or punitive damages) related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. Customer shall not make any alterations or repairs to the Street Lights without Company’s prior written consent, in Company’s sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees, vines or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company’s choice. Company reserves the right to interrupt service to any of the Street Lights at any time for a reasonable time period in connection with any necessary maintenance or repairs for which Company is responsible. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

11. Insolation; Vegetation Control. Customer understands that unobstructed access to sunlight (“**Insolation**”) is essential for the proper performance of the Street Lights and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights’ Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights’ existing Insolation levels. Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer’s sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs easement areas or drainage for the Street Lights.

12. Outage Notification; Vandalism. Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly of any Street Light malfunctions and outages. Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer’s expense, and at Company’s discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism.

13. Ownership of Street Lights. The Street Lights shall remain Company’s personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

14. Insurance. Customer shall maintain public liability insurance covering any injury or damage to the Street Lights, persons or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts, and through companies satisfactory to Company. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain public liability insurance covering any injury or damage to the Street Lights, persons or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Company, its employees, contractors, agents, or invitees, with coverages, in amounts, and through companies satisfactory to Customer. Company shall periodically provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

15. Assignment. This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Street Lights, and all Rent and other sums due or to become due under this Lease. Any bank or other lending institution to which this Lease may be assigned or pledged from time to time by Company (collectively, “**Company’s Financing Parties**”) shall not be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall Company’s Financing Parties be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company’s prior written consent, in its sole discretion. Any approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

16. Financing. The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company’s Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company’s Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to Section 16, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company’s Financing Parties. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company’s Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Lease (the “**Successor Provider**”). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

17. Default. Each of the following shall constitute an “**Event of Default**” under this Lease: (a) Customer’s failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days, without notice or demand of any kind; (b) A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days to make such cure in the aggregate under this clause (b); (c) Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site; (d) The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an

assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. Remedies. If an Event of Default by Customer occurs, then, Company, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, Company may elect (i) to enter upon the Installation Site and take possession of, and remove, the Street Lights (without terminating the Lease) and recover from Customer all unpaid Rent and other sums and charges due hereunder through the end of the Term and all damages and expenses resulting from Customer's Event of Default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%), or (ii) to terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, Customer shall pay to Company the damages described in clause (i) above and Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion, or (iii) to enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit and such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion and recover all damages and expenses from Customer for such Event of Default, or (iv) to exercise any other right or remedy available to Company against Customer at law, in equity or by statute. All Street Lights removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Lease for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. Disposition of Street Lights at Expiration or Termination of Lease. Upon the expiration or earlier termination of this Lease, Company shall have the right to remove the Street Lights, no later than one hundred twenty (120) days after the expiration or termination of the Lease ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonably restored condition. In such event, Customer shall provide sufficient space for the temporary storage and staging and parking for vehicles and trailers reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

20. Representations, Warranties, and Covenants. Each party represents and warrants to the other as of the Effective Date: such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms. Customer represents and warrants to Company that neither the execution and delivery of this Lease by Customer, nor the performance by Customer of any of its obligations under this Lease, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.

21. Force Majeure. Notwithstanding any of the foregoing provisions of this Lease to the contrary, Company shall be entitled to extend the time of installation of the Street Lights by one day for each day Company is delayed by a Force Majeure event. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, government shutdowns or other causes reasonably beyond Company's control.

22. True Lease Instrument. Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code (“UCC”) and not a Disguised Security Interest (defined herein). Company has and shall retain legal title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. “**Disguised Security Interest**” means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights.

23. Public Records. As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by Customer in order to perform the service, (b) upon request from Customer’s custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease term and following completion of this Lease if Company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to Customer all public records in possession of Company upon termination of this Lease and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Customer in a format that is compatible with the information technology systems of Customer.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-564-7847, OR BY EMAIL AT patricia@breezehome.com OR BY REGULAR MAIL AT 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

24. Florida Sales Tax. Company acknowledges that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge Customer any Florida Sales and Use Tax for the work.

25. Scrutinized Companies. Pursuant to Section 287.135, Fla Stat., Company represents that Company is not a “scrutinized company”. If Company is designated as a “scrutinized company”, Company shall immediately notify Customer whereupon Customer may terminate this Lease.

26. Public Facilities. Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by Customer’s bond covenants for the public tax-exempt bonds issued by Customer.

27. Miscellaneous. All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Lease shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located. This Lease shall not be recorded in any public records; provided, however, on the date hereof, Company and Customer shall execute a Memorandum of Lease in a form provided by Company to be recorded by Company at its expense promptly after the Conditions are satisfied. No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary

and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.

[Signature Page for Company]

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

By: _____
Name: John M. Ryan
Its: Manager

[Signature Page for Customer]

“CUSTOMER”

**EPPERSON NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government

By: _____

Name: _____

Its: _____

EXHIBIT "A"

PREPARED BY AND AFTER RECORDING

RETURN TO:

David R. Brittain, Esq.
Trenam Law
P.O. Box 1102
Tampa, FL 33601-1102

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT ("Easement") is granted this _____, by **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746 (the "**Grantor**") to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the "**Grantee**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a non-exclusive easement Grantee, the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Pasco County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(This Easement was prepared at the request of the Grantor without the benefit of a title search.)

[Signatures on Following Page.]

[Grantor Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTOR”

**EPPERSON NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government

Sign: _____
Print: _____

By: _____
Name: _____
Its: _____

Sign: _____
Print: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] physical presence, or online notarization, by _____, as _____, of _____ on behalf of the _____. He/She is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____
Notary Public

(AFFIX NOTARY SEAL BELOW)

[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTEE”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

By: _____
Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

**EXHIBIT "A" (to Easement)
Legal Description**

EPPERSON NORTH VILLAGE A-1, A-2, A-3 A-4A AND A-5

Tract "A-5" of EPPERSON NORTH VILLAGE A-1, A-2, A-3, A-4A AND A-5 according to the plat thereof, as recorded in Plat Book 87, Pages 133 through 145 of the public records of Pasco County, Florida

EXHIBIT "B"

PREPARED BY AND AFTER RECORDING
RETURN TO:
David R. Brittain, Esq.
Trenam Law
P.O. Box 1102
Tampa, FL 33601-1102

_____ [Space Above This Line for Recording Information] _____

MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("**Memorandum**"), executed this _____ day of _____, 20__, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT** (the "**Customer**"), whose address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "**Lease**"), dated and having an effective date as of _____ (the "**Effective Date**"), whereby Customer leased from Company certain outdoor solar lighting equipment located in Pasco County, Florida; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of Pasco County, Florida, the rights and obligations of Company and Customer under the terms of the Lease;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Street Lights.
2. Rental. The amount of the rental and other consideration payable are set forth in the Lease.
3. Term. The term of the Lease shall be for twenty (20) years beginning on the date specified in the Lease ("**Term**")
4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Lease for successive sixty (60) month periods (each, a "**Renewal Term**"), with the first such Renewal Term commencing immediately upon the expiration of the Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Lease.
5. Additional Terms. Company and Customer acknowledge and agree that the Lease is in full force and effect. The Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall control.

6. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures follow on next page]

[Company signature page]

IN WITNESS WHEREOF, Company has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

WITNESSES

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

By: _____
Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

[Customer signature page]

IN WITNESS WHEREOF, Customer has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed, and delivered
in the presence of:

WITNESSES

“CUSTOMER”

**EPPERSON NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government

Sign: _____
Print: _____

By: _____
Name: _____
Its: _____

Sign: _____
Print: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] physical presence, or online notarization, by _____, as _____, of _____ on behalf of the _____. He/She is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT "A"

Description of Installation Site

EPPERSON NORTH VILLAGE A-1, A-2, A-3 A-4A AND A-5

Tract "A-5" of EPPERSON NORTH VILLAGE A-1, A-2, A-3, A-4A AND A-5 according to the plat thereof, as recorded in Plat Book 87, Pages 133 through 145 of the public records of Pasco County, Florida

EXHIBIT 5.

1 **MINUTES OF MEETING**

2 **EPPERSON NORTH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Epperson North Community Development
5 District was held on Thursday, November 3, 2022 at 6:00 p.m. at Hilton Garden Inn, 26640 Silver Maple
6 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 Also Present:

14 Tom O Grady Breeze, Assistant District Manager

15 *The following is a summary of the discussions and actions taken at the November 3, 2022 Epperson North*
16 *CDD Board of Supervisors Regular Meeting.*

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

19 - There being none, the next item followed.

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

21 A. Exhibit 1: Consideration for Adoption of Resolution 2023-02 Canvassing & Certifying the
22 Landowner’s Election Results

23 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
24 **Resolution 2023-02 Canvassing & Certifying the Landowner’s Election Results** for the Epperson North
25 Community Development District.

26 B. Exhibit 2: Acceptance of the 2021 Audited Financial Statements

27 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Accepted
28 **the 2021 Audited Financial Statements** for the Epperson North Community Development District.

29 C. Exhibit 3: Consideration for Approval of Epperson Ranch North Village A-1 and A-5 Outdoor
30 Solar Lighting Equipment Lease

31 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Approved
32 **the Epperson Ranch North Village A-1 and A-5 Outdoor Solar Lighting Equipment Lease** for the
33 Epperson North Community Development District.

34 D. Exhibit 4: Consideration for Approval of Epperson Ranch North Pod F Phase 6 Outdoor Solar
35 Lighting Equipment Lease

36 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Approved
37 **the Epperson Ranch North Pod F Phase 6 Outdoor Solar Lighting Equipment Lease** for the Epperson
38 North Community Development District.

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

40 A. Exhibit 5: Consideration and Approval of October 6, 2022, Regular Meeting Minutes

41 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Approved
42 **the October 6, 2022, Regular Meeting Minutes** for the Epperson North Community Development
43 District.

44 B. Exhibit 6: Ratification of Contracts

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

46 A. District Manager

47 – There being none, the next item followed.

48 B. District Attorney

49 – There being none, the next item followed.

50 C. District Engineer

51 – There being none, the next item followed.

52 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business**

53 – A resident mentioned vehicle traffic on the golf path along Elam between Lennar &
54 Biscayne.

55 – A resident mentioned speed bumps require a Pasco County traffic report.

56 – A resident mentioned a fallen stop sign, this has been scheduled for repair.

57 – A resident request a status for the lights on Epperson Boulevard.

58 – A resident inquired if there will be more pond fountains installed.

59 – A resident asked about signs for handicap children in Pasco County.

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

61 – There being none, the next item followed.

62 **EIGHTH ORDER OF BUSINESS – Adjournment**

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

65 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adjourned
66 the meeting for the Epperson North Community Development District.

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

70 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
71 **meeting held on _____.**

72

Signature

Signature

73

Printed Name

74 **Title:** **Secretary** **Assistant Secretary**

Printed Name

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

EXHIBIT 6.

**Epperson North CDD:
RATIFICATION OF CONTRACTS**

PO-100217	RIPA & Associates- Compacted subgrade with 8" Concrete Pavement (4000 PSI with Fiber Reinforcement) (D2 Islands)	\$11,500.00
11EPCO01-063 CO#20	Kearney Companies- Seed and Mulch	(\$1,925.60)
11EPCO01-063 CO#22	Kearney Companies- 12' Jack and Bore Credit (Partial Credit) (\$19,059.42)- Temporary Blowoff \$443.05	(\$18,616.37)
	Steadfast Environmental- Pond Maintenance- Annual Amount of \$29,880.00	\$2,490.00 per month