

***MIRADA***  
***COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Date/Time:***  
***Tuesday, December 6, 2022***  
***6:15 P.M.***

***Location:***  
***Hampton Inn & Suites***  
***2740 Cypress Ridge Blvd.***  
***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.***

# Mirada Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

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Board of Supervisors  
**Mirada Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the Mirada Community Development District is scheduled for **Tuesday, December 6, 2022, at 6:15 P.M.** at the **Hampton Inn & Suites, 2740 Cypress Ridge Blvd, Wesley Chapel, Florida, 33544**

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

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

Sincerely,

*Patricia Thibault*

Patricia Thibault

District Manager

813-564-7847s

CC: Attorney  
Engineer  
District Records

**District: MIRADA COMMUNITY DEVELOPMENT DISTRICT**

**Date of Meeting:** Tuesday, December 6, 2022

**Time:** 6:15 P.M.

**Location:** Hampton Inn & Suites  
2740 Cypress Ridge Blvd.  
Wesley Chapel, Florida, 33544

**Dial-in Number:** +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](mailto:patricia@breezehome.com)*

**I. Roll Call –**

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

**III. Business Items**

A. Oath of Office

**Exhibit 1**

- Seat 3 – John Drew
- Seat 4 – Shanon R. Holm
- Seat 5 – Lori Price

B. Form 1

**Exhibit 2**

C. Consideration for Approval of **Resolution 2023-02**, Designating Officers

**Exhibit 3**

D. Mirada Fountains End of Month Report- October 2022

**Exhibit 4**

E. Tree Removal Proposal- Grandview Botanicals- \$10,700.00

**Exhibit 5**

F. Pool Fence Installation Proposal- Florida State Fence- \$6,903.75

**Exhibit 6**

G. Wilderness Trail Walkway Front Repair- Grandview Botanicals- \$3,400.00

**Exhibit 7**

H. Playground Mulch- Grandview Botanicals- \$2,900.00

**Exhibit 8**

I. Playground Mulch- Brightview- \$2,279.85

**Exhibit 9**

**IV. Consent Agenda**

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 1, 2022

**Exhibit 10**

B. Ratifications of Contracts

**Exhibit 11**

**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**

**Mirada 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 Mirada 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 Mirada Community Development District, Pasco County, Florida.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**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 Mirada 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](http://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 2023-02**

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

**WHEREAS**, Mirada 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 MIRADA 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 6<sup>th</sup> DAY OF DECEMBER 2022.**

**ATTEST:**

**MIRADA COMMUNITY  
DEVELOPMENT DISTRICT**

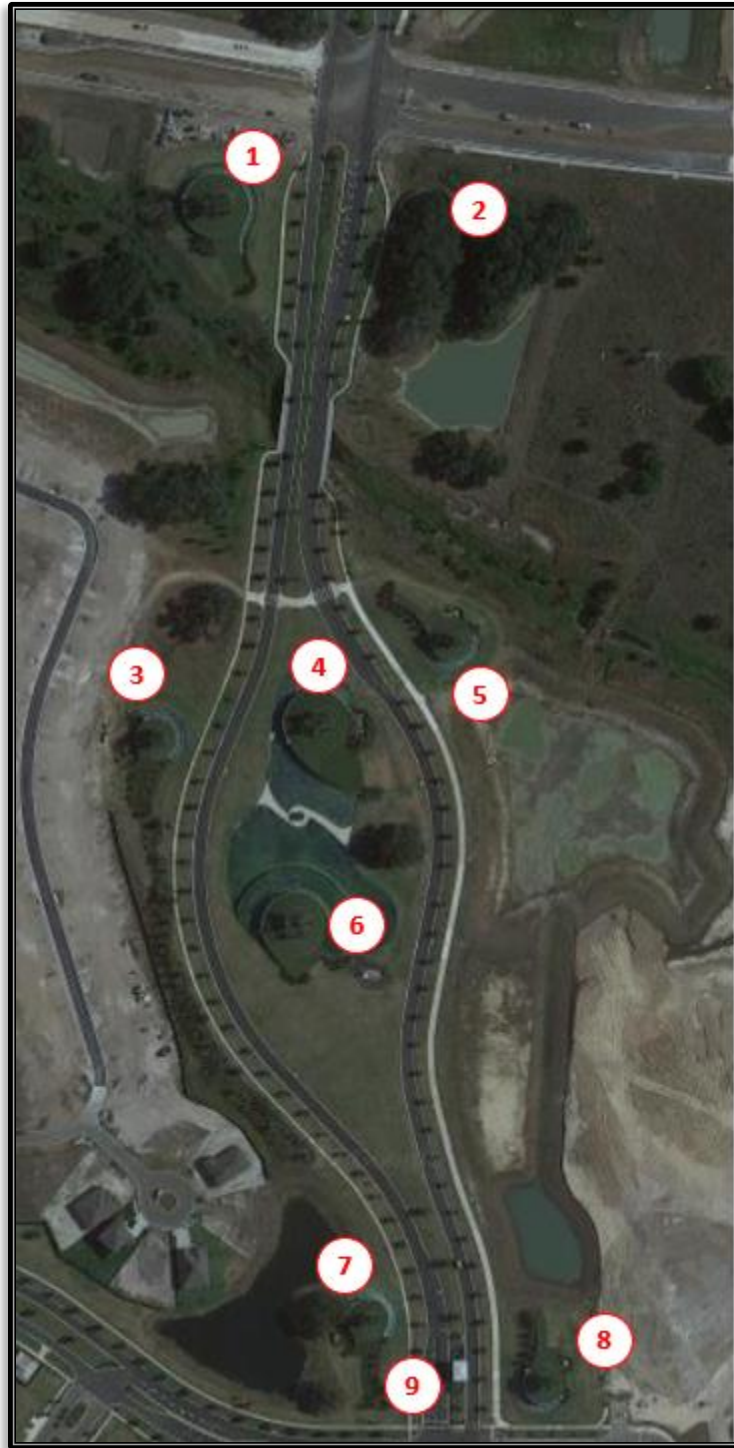
\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

# **EXHIBIT 4**



Mirada Fountains End of Month Report October 2022



**Fountain 1:**

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional but disabled due to leak
- Other:
  - Scheduling repair work approved by CDD
  - Investigating filtration line and wall leaks
  - Inspecting for broken/missing tiles – replacement will require downtime, schedule TBD



**Fountain 3:**

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Inspecting for broken/missing tiles – replacement will require downtime, schedule TBD



**Fountain 4:**

- Water: clean
- Cannons: not functioning due to broken feature pump
- Lights: all functional
- Filtration: not functioning
- Other:
  - Scheduling repair work approved by CDD
  - Replacing broken/missing tiles



**Fountain 5:**

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Discoloration is from degradation of paint on the bottom of the pool
  - Inspecting for broken/missing tiles – replacement will require downtime, schedule TBD

10/31/22



**Fountain 6:**

- Water: drained in top pool, lower pool being treated manually
- Cannons: all functional but disabled due to repairs
- Lights: all functional
- Filtration: not functioning
- Other:
  - Scheduling repair work approved by CDD
  - Lower pool discoloration is sediment
  - Upper pool discoloration is paint degradation, pooled water, and sediment
  - Replacing broken/missing tiles

10/31/22



**Fountain 7:**

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Discoloration is from degradation of paint on the bottom of the pool
  - Inspecting for broken/missing tiles – replacement will require downtime, schedule TBD

10/31/22



**Fountain 8:**

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Discoloration is from degradation of paint on the bottom of the pool
  - Inspecting for broken/missing tiles – replacement will require downtime, schedule TBD



**Fountain 9:**

- Water: clean
- Lights: all functional
- Filtration: functional
- Other:
  - Inspecting for broken/missing tiles  
- replacement will require downtime, schedule CDD



# **EXHIBIT 5**



**Proposal # MR112022**

To: Mirada CDD  
Date: November 20, 2022

Scope of Work:-- Tree Removal see picture next page

1. Cut down dead tree shown in picture below	\$7,000
2. Removal of tree debris offsite	\$2,000
3. Stump Grinding	\$750
4. <u>Repair of turf and irrigation after tree removal</u>	<u>\$950</u>
Total Cost	\$10,700

Submitted by;

Paul Finora  
Grandview Botanicals

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

PO# \_\_\_\_\_



NorthWest corner of Setter Palm and Mirada Blvd



# **EXHIBIT 6**



4330 S. 66th St.  
 Tampa, FL 33619  
 "Fences Make Better Neighbors!"  
 www.FloridaStateFence.com

# Estimate

Date 11/8/2022 Estimate # 30167

**Name / Address**

Arroyo, Gaby  
 31477 Mango Fade Way,  
 San Antonio, FL, 33576

**Ship To**

Arroyo, Gaby  
 31477 Mango Fade Way,  
 San Antonio, FL 33576

Office	Terms	Rep	Project		
813-413-7844	50% down and 50% Complete	James			
Description		Qty	U/M	Rate	Total
4'h 2-Rail Aluminum Fence, 4'H x 6'W Panels Color: BLK 3/4" PICKET Style: Flush Top/Flush Bottom 30lbs of concrete per post		225	l/ft.	27.95	6,288.75
4'h x 5'w 2-rail Aluminum Walk Gate Color: BLK		1	ea	475.00	475.00
Magna Latch for pool code		1	ea	75.00	75.00
Core Drill		1	ea	65.00	65.00
Note: Concrete appearance after core-drilling may have color and/or texture variation as our installers are not licensed masonry workers.					
Due to increased demand on raw materials, proposal is good for 15 days. Price is good for Cash, Check, or ACH only. Convenience Electronic fee will apply.		<b>Total</b>			

*Florida State Fence is not liable for unmarked utilities, or sprinkler lines (marked or unmarked). If a boundary Survey is not provided, customer takes responsibility of fence location. Full payment is due at the time of completion. Any balance not paid within 10 days of completion will be accessed a finance charge of 1 1/2% per month applied, to all accounts not paid in full. All materials remain the property of Florida State Fence until full payment is received. Right of access and removal is granted to Florida State Fence in the event of nonpayment, per the terms of this contract.*

*Customer assumes all responsibility for obtaining homeowners association approval for the type and location of fence. Customer must provide a plot plan and/or survey to establish fence installation location. If not provided, customer assumes all responsibility for the location of the fence.*

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

4330 S. 66th St.  
 Tampa, FL 33619  
 "Fences Make Better Neighbors!"  
 www.FloridaStateFence.com

# Estimate

Date                      Estimate #  
 11/8/2022                      30167

**Name / Address**

Arroyo, Gaby  
 31477 Mango Fade Way,  
 San Antonio, FL, 33576

**Ship To**

Arroyo, Gaby  
 31477 Mango Fade Way,  
 San Antonio, FL 33576

Office	Terms	Rep	Project		
813-413-7844	50% down and 50% Complete	James			
Description		Qty	U/M	Rate	Total
1. Additional 3.5% fee if paying by card. 2. Florida State Fence to call a utility locate or "dig-safe" prior to installation. 3. Price does not include permit, which may not be necessary for this project or otherwise noted. 4. Homeowner is responsible for location of fence within property, location of any underground sprinklers, pavers and HOA approvals if necessary (Florida State Fence can help with paperwork required by HOA). 5. Any change in layout, footages, or materials may result in price change as well as potentially having to reschedule your installation date. 6. Homeowner is responsible for removing all vegetation and debris along the fence line. If not removed by day of install, there will be a \$600.00 remobilization charge. 7. Financing is available through a third party vendor: One Main Financial. Contact your sales rep or our office for details. 8. Material is ordered ONLY after receiving 50% deposit. 9. Florida State Fence does NOT warranty any of our wood products. 10. 1 Year Labor Warranty 11. If project is delayed longer than 2 weeks, Florida State Fence will invoice the entire balance of the materials purchased for said project.		1	ea	0.00	0.00
Due to increased demand on raw materials, proposal is good for 15 days. Price is good for Cash, Check, or ACH only. Convenience Electronic fee will apply.		<b>Total</b>			\$6,903.75

*Florida State Fence is not liable for unmarked utilities, or sprinkler lines (marked or unmarked). If a boundary Survey is not provided, customer takes responsibility of fence location. Full payment is due at the time of completion. Any balance not paid within 10 days of completion will be accessed a finance charge of 1 1/2% per month applied, to all accounts not paid in full. All materials remain the property of Florida State Fence until full payment is received. Right of access and removal is granted to Florida State Fence in the event of nonpayment, per the terms of this contract.*

*Customer assumes all responsibility for obtaining homeowners association approval for the type and location of fence. Customer must provide a plot plan and/or survey to establish fence installation location. If not provided, customer assumes all responsibility for the location of the fence.*

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



# INSTALLATION CHECKLIST

**Let us provide some helpful information on what is required  
"Setting the correct expectations"**

Before proceeding with installation plans, we recommend you make yourself aware of the restrictions that may apply in your subdivision, city or county. It is the homeowner's responsibility to get the Homeowners Association's approval. What fence height is acceptable? What style, color or quality is acceptable? Are there any easements, wetlands or other restrictions that we should be aware of before installation?

When considering whether a wood fence's finished side will face in or out, if the fence is to be located near an existing neighbor's fence, run alongside a hedge row or near any immovable structure, we must have 36" clearance between the finished side and any of these obstructions. PVC fence does not require this clearance, however, there should be adequate room in which to work. 24" is recommended

Is the proposed fence line clear? Are there any bushes, trees or roots to work around?

How much clearance is acceptable between the bottom of your fence and the ground?

Are there small animals? Do you need clearance for trimming grass? Depending on the terrain, it may not be possible to keep the clearance between the fence and the ground consistent? Grading and/or back-filling may be necessary.

If there is a swimming pool, what gate hardware is required? Can the gate swing out according to code requirements? Will there be a swimming pool in the future?

A 50% deposit, along with a signed copy of the contract on standard stock items will get your order processed and into our installation schedule. On non-standard items or custom orders we will require a non-refundable 50% deposit to process your order. You may pay by cash, check, Visa, MasterCard, or Discover (additional fees will apply). Your order will be processed only when both the deposit and the signed copy of the contract are received, even if we have a deposit and a verbal okay to proceed. The balance is due on the day of installation

Florida State Fence also requires a copy of your property survey/plot plan and the property pins located to insure the fence is placed on your property. If the property pins are not located, the homeowner must sign a release accepting responsibility for the fence location. It is customary for the fence to run 4 to 6 inches inside the property line.

Florida State Fence takes responsibility for public utility locating. Florida State Fence will order a utility locator to mark electrical lines, cable TV lines, phone lines and gas lines. The utility locate company will not locate sprinkler, water lines, sewer lines or any lines that the property owner may have such as a gas line for a pool heater or electric line for a pool or water-well pump. In light of this, Florida State Fence will not assume any responsibility for damages to any underground items that may be damaged during installation.

Once the utility locate has been ordered, you may or may not see flags/spray painted markings indicating underground utility lines. If you do and they are in conflict with the proposed fence line, please call us right away. FL State Law PROHIBITS any digging within 24 inches of either side of public utility markers.

Your installation date will be set by your sales rep and our scheduling coordinator will perform a courtesy call the day prior to installation. We ask that you're present for as much of the installation as possible, especially the first hour, to insure the installation foreman can go over the layout, which direction the gates swing, their exact location and any other details that need attention.

***Any changes to the contract must be done in advance of the installation day and must be signed for approval.***

***Should you have any questions, please feel free to call and speak to any of our representatives. These items are just some of the items needed prior to purchasing a fence.***

***For terms and conditions see your contract.***

**PLEASE BE SURE TO READ ENTIRE STATEMENT BEFORE SIGNING**

**Customer Signature**

**Date**

# **EXHIBIT 7**



**Proposal # MI112922**

To: Mirada CDD  
Date: November 28, 2022

**Scope of Work:**

Repair of both sides of front walkway of wilderness trail as shown in picture below  
See pictures next page

Pricing as follows

1. Add fill to create a smooth transition from sidewalk edge	\$2,500
2. Add bahia sod to stabilize new edging	\$ 900
Total	\$3,400

Paul Finora  
Grandview Botanicals

Approved \_\_\_\_\_

PO# \_\_\_\_\_





# **EXHIBIT 8**





**Proposal # MI112322**

To: Mirada, CDD

Date: November 30, 2022

**Scope of Work:**

See picture below for reference

Installation of 30 cyds of Engineered wood fiber playground mulch, brown.

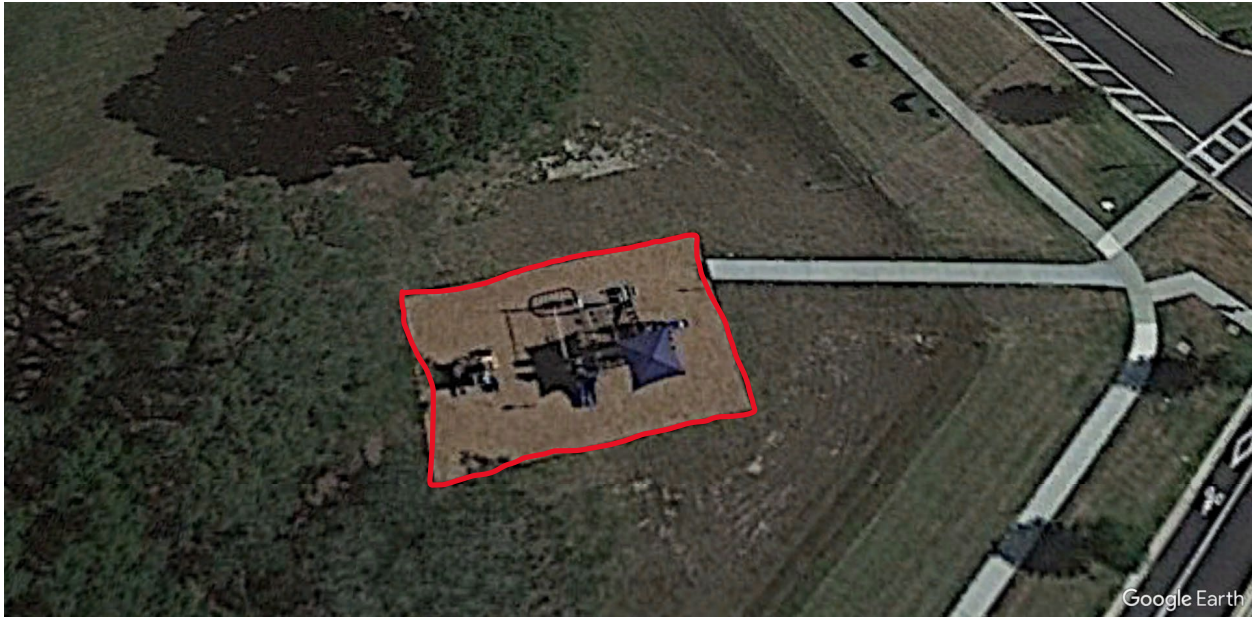
Total \$2,900

Paul Finora  
Grandview Botanicals

Approved

PO#

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# **EXHIBIT 9**

## Proposal for Extra Work at North Tampa

Property Name	North Tampa	Contact	Gaby Arroyo
Property Address	Labor North Tampa, FL 33559	To Billing Address	BVLS North Tampa BrightView Landscape Services, Inc. Location # 34220 26642 Wild Fern Circle Lutz, FL 33559
Project Name	Miranda Special Play Ground On The Corner Of Miranda & Kenton Rd Mulch proposed 11/30/22		
Project Description	Play Safe Mulch		

### Scope of Work

QTY	UoM/Size	Material/Description
38.00	LUMP SUM	Miranda Certified Play Ground Mulch Install On The Corner Of Miranda & Kenton Rd

For internal use only

**SO#** 7990029  
**JOB#** 342208888  
**Service Line** 160

**Total Price** \$2,279.85

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
 26642 Wild Fern Circle, Lutz, FL 33559 ph. (813) 994-2309 fax (813) 973-3293

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

Customer

Signature \_\_\_\_\_ Title **Assistant Community Director**

**Gaby Arroyo** November 30, 2022  
 Printed Name \_\_\_\_\_ Date

**BrightView Landscape Services, Inc. "Contractor"**  
 Account Manager Exterior

Signature \_\_\_\_\_ Title  
**Roy Harris** November 30, 2022  
 Printed Name \_\_\_\_\_ Date

**Job #: 342208888**  
**SO #: 7990029**      **Proposed Price: \$2,279.85**

# **EXHIBIT 10**

1 **MINUTES OF MEETING**

2 **MIRADA**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Advanced Meeting of the Board of Supervisors of the Mirada Community Development  
5 District was held on Tuesday, November 1, 2022 at 6:15 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 Doug Draper Board Supervisor, Vice Chairman  
12 Lori Price Board Supervisor, Assistant Secretary  
13 Christie Ray Board Supervisor, Assistant Secretary

14 Also Present:

15 Tom O Grady Assistant District Manager, BREEZE

16 *The following is a summary of the discussions and actions taken at the November 1, 2022 Mirada CDD*  
17 *Board of Supervisors Advanced Meeting.*

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

20 - There being none, the next item followed.

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

22 A. Exhibit 1: Consideration for Adoption of Resolution 2023-01 Canvassing & Certifying the  
23 Landowner’s Election Results

24 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board Adopted  
25 **Resolution 2023-01 Canvassing & Certifying the Landowner’s Election Results** for the Mirada  
26 Community Development District.

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

28 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Accepted  
29 **the 2021 Audited Financial Statements** for the Mirada Community Development District.

30 C. Exhibit 3: Grandview Live Oak Trees Proposal

31 - The new proposals should be brought back.

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

33 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Approved  
34 **the Consent Agenda** for the Mirada Community Development District.

35 A. Exhibit 4: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
36 Meeting Held October 4, 2022

37 B. Exhibit 5: Ratifications of Contracts

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

39 A. District Manager

40 – There being none, the next item followed.

41 B. District Attorney

42 – There being none, the next item followed.

43 C. District Engineer

44 – There being none, the next item followed.

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

47 - A resident requested for the gaps in the sidewalk to be repaired.

48 - A resident mentioned the tiles on the fountains.

49 - A resident requested a proposal for a fence around the Tot Lot cover.

50 - A resident mentioned the market signage needs to be taken down.

51 - A resident mentioned the lights at the intersection of 52 and Mirada are dim, and it is difficult  
52 to see the median.

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

54 There being none, the next item followed.

55 **EIGHTH ORDER OF BUSINESS – Adjournment**

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

58 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned  
59 the meeting for the Mirada Community Development District.

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

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

65

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

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

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

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

67 **Title:**  **Secretary**  **Assistant Secretary**

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



# **EXHIBIT 11**

