



Rizzetta & Company

# **Connerton West Community Development District**

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## **Board of Supervisors' Meeting August 5, 2019**

**District Office:  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 32625  
813.933.5571**

**[www.connertonwestcdd.org](http://www.connertonwestcdd.org)**

# **CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At Club Connerton located at 21100 Fountain Garden Way, Land O Lakes, FL 34638.

<b>District Board of Supervisors</b>	Richard Dombrowski	Chairman
	James Jackson	Vice Chairman
	Stewart Gibbons	Assistant Secretary
	Pamelyn Eichelberger	Assistant Secretary
	Roy Gilmore III	Assistant Secretary
<b>District Manager</b>	Greg Cox	Rizzetta & Company, Inc.
<b>District Attorney</b>	Roy Van Wyk	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Jordan Schrader	Clearview Land Design, P.L..

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE · 12750 CITRUS PARK LANE, SUITE 115 TAMPA, FL 33625**  
**www.connertonwestcdd.org**

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**Board of Supervisors**  
**Connerton West Community**  
**Development District**

July 29, 2019

**AGENDA**

Dear Board Members:

The Connerton West Community Development District regular meeting of the Board of Supervisors will be held on **Monday, August 5, 2019 at 6:00 p.m.** at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of the Board of Supervisors' Meeting held on July 8, 2019 ..... Tab 1
  - B.** Consideration of Minutes of the Board of Supervisors' Special Meeting held on June 24, 2019 ..... Tab 2
  - C.** Consideration of Operation and Maintenance Expenditures for June 2019 ..... Tab 3
- 4. BUSINESS ITEMS**
  - A.** Field Inspection Report ..... Tab 4
  - B.** Landscape Report & Proposals..... Tab 5
  - C.** Monthly Irrigation Report..... Tab 6
  - D.** Monthly Aquatic Service Update
  - E.** Public Hearing on Fiscal Year 2019-2020 Final Budget.... Tab 7
    1. Consideration of Resolution 2019-12; Adopting Final Budget ..... Tab 8
    2. Consideration of Resolution 2019-13; Imposing Special Assessments ..... Tab 9
  - F.** Public Hearing on Adopting Special Assessments
    1. Consideration of Resolution 2019-11; Adopting Special Assessments ..... Tab 10
  - G.** Discussion of Fishing Policy
  - H.** Consideration of Hog Trapping Agreement..... Tab 11
  - I.** Discussion of Bond Re-Funding Projects
    1. Funding Status Update
    2. Playground Update
    3. Nature Trail Update
  - J.** Consideration of Rizzetta Technology Services Proposal. Tab 12
  - K.** Consideration of Resolution 2019-10; Setting Fiscal-Year 2019-2020 Meeting Schedule ..... Tab 13

**5. STAFF REPORTS**

**A.** District Counsel

**B.** District Engineer

**C.** District Manager

1. Financial Status Update

2. Action Item List ..... Tab 14

**6. AUDIENCE COMMENTS**

**7. SUPERVISOR REQUESTS**

**8. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

*Greg Cox*

Greg Cox

District Manager

cc: Alyssa Willson, Hopping Green & Sams, P.A.

## **Tab 1**

**MINUTES OF MEETING**

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

**CONNERTON WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Connerton West Community Development District was held on **Monday, July 8, 2019 and called to order at 4:02 p.m.** at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

Present and constituting a quorum:

James Jackson	<b>Board Supervisor, Vice Chairman</b>
Roy Gilmore	<b>Board Supervisor, Assistant Secretary</b>
Pamelyn Eichelberger	<b>Board Supervisor, Assistant Secretary</b>
Stewart Gibbons	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager, Rizzetta &amp; Company</b>
Alyssa Willson	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Jordan Schrader	<b>District Engineer, Clearview Land Design</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS** **Call to Order**

Mr. Cox called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS** **Audience Comments on Agenda Items**

Mr. Patrick Storer addressed the issue of Storybrook Park parking by those not using the park and the need for a no-smoking policy at the park.

Mr. Jim Borroni addressed the Board regarding upcoming discussion on fishing policies.

**THIRD ORDER OF BUSINESS** **Consideration of Minutes of the Board of Supervisors' Meeting held on June 3, 2019**

Mr. Cox presented the minutes of the Board of Supervisors' meeting held on June 3, 2019.

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
**July 8, 2019 - Minutes of Meeting**  
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On a Motion by Ms. Eichelberger, seconded by Mr. Gilmore, with all in favor, the Board of Supervisors unanimously approved the minutes of the Board of Supervisors' Meeting held on June 3, 2019, as presented, for the Connerton West Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for May  
2019**

Mr. Cox presented the Operations and Maintenance expenditures report for May 2019.

On a Motion by Mr. Jackson, seconded by Mr. Gibbons, with all in favor, the Board of Supervisors unanimously ratified the payment of the invoices in the May 2019 Operations and Maintenance expenditures report in the amount of \$118,321.43, for the Connerton West Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Construction  
Requisitions 8-14**

Ms. Eichelberger requested staff to have an email blast sent to inform the residents of the status of the playground and drainage area.

On a Motion by Ms. Eichelberger, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously ratified the Chairman's approval of the Construction Requisitions 8-14, for the Connerton West Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Construction  
Requisitions 42-47**

On a Motion by Mr. Gibbons, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously ratified the Chairman's approval of the Construction Requisitions 42-47, for the Connerton West Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of DEEB Change Order  
#28**

On a Motion by Mr. Jackson, seconded by Ms. Eichelberger, with all in favor, the Board of Supervisors unanimously approved the DEEB Change Order #28, for the Connerton West Community Development District.

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
**July 8, 2019 - Minutes of Meeting**  
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**EIGHTH ORDER OF BUSINESS**

**Field Inspection Report**

The Board reviewed John Toborg's Field Inspection Report.

**NINTH ORDER OF BUSINESS**

**Landscape Update**

The Board received a landscape update from Chris Smith, with CLM. Mr. Smith informed the Board of recent change to work shifts with the goal of completing all required work expeditiously.

Ms. Eichelberger requested that CLM examine the area behind homes on Garden Party Drive to determine if the area between the homes and wetland should be cleared back to how it used to be.

**TENTH ORDER OF BUSINESS**

**Irrigation Update**

The Board received an irrigation update from Gail Huff with Ballenger Irrigation. She discussed a proposal for the installation of irrigation in the right-of-way near McDonalds that had not been installed since McDonald's was built. The Board requested staff research to determine whether McDonald's was supposed to have completed the irrigation install.

**ELEVENTH ORDER OF BUSINESS**

**Monthly Aquatic Service Update**

The Board reviewed the aquatic report submitted by Cardno Aquatic Service.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Depression Grouting Proposals**

On a Motion by Mr. Gibbons, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously approved a proposal for grout installation from Earth-Tech for an amount of between \$20,075 and \$28,075. The Board provided emphasis that the estimate was not to be exceeded without further Board approval, for the Connerton West Community Development District.

On a Motion by Mr. Jackson, seconded by Ms. Eichelberger, with all in favor, the Board of Supervisors unanimously approved a proposal MEI for \$5,300 to provide engineering supervision over Earth-Tech's grout work, for the Connerton West Community Development District.



**THIRTEENTH ORDER OF BUSINESS**                      **Discussion of Bond Re-funding Projects**

Mr. Cox provided an update of the Bond Funding projects and a status of the funds.

Mr. Schrader provided an update of the estimate of costs for the nature trail work and explained options being considered for the design to lower the expenses.

**FOURTEENTH ORDER OF BUSINESS**                      **Consideration of ADA Accessibility Website Proposal**

The Board considered proposals for the work required to make the District's website ADA accessible, to maintain the website and to host the website and selected the proposal from Innersync Studio, Ltd., d/b/a Campus Suite.

On a Motion by Mr. Gibbons, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously approved the Innersync Studio, Ltd., d/b/a Campus Suite proposal for website hosting, and ADA accessibility maintenance, for the Connerton West Community Development District.

**FIFTEENTH ORDER OF BUSINESS**                      **Discussion of Fishing Policies**

The Board reviewed the current fishing policies and reviewed the ponds and waterways currently marked with "No Fishing" signage. The Board directed staff to obtain a fishing map that is currently in circulation around the community for the Board to review at the next meeting. The Board members agreed that that no change to policies will be made at this time and that the topic will be addressed at the next CDD meeting in August. The Board requested staff obtain more information regarding SWFWMD's regulations regarding fishing in stormwater retention ponds.

**SIXTEENTH ORDER OF BUSINESS**                      **Ratification of Fiscal Year 2017-2018 Audit**

On a Motion by Ms. Eichelberger, seconded by Mr. Gilmore, with all in favor, the Board of Supervisors unanimously ratified the Chairman's approval of the Fiscal Year 2017-2018 Audit, for the Connerton West Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**                      **Staff Reports**

**A. District Counsel**

No report.

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
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**B. District Engineer**

The Board received a District Engineer update from Mr. Schrader regarding responsibilities to stripe round-a-bout areas; visibility restrictions at round-a-bouts that will soon go away with additional construction; irrigation conduit sleeves that had been installed by the developer; and a map that had been prepared to reflect current status with regard to maintenance responsibility for roadways, storm drains, sidewalks, etc.

**C. District Manager**

Mr. Cox reminded the Board the next regular meeting is scheduled for August 5, 2019 at 6:00 p.m. at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

Mr. Cox reviewed the monthly financials and the action item list with the Board.

The Board discussed the issues noted with unauthorized parking at Storybrook Park and also the condition of the shale surfaced parking area. The Board requested staff to seek signage for the parking lot entrance that would restrict parking only to those using the park facilities and was not authorized as resident over-flow vehicle parking or commercial vehicle parking. The Board requested staff to research methods to improve the surface material currently in use.

**EIGHTEENTH ORDER OF BUSINESS**

**Audience Comments**

Mr. Patrick Storer addressed the Board regarding the nature trail slippery surface; the District website use; and the No Fishing topic.

Ms. Julie Beals addressed the Board regarding the District website hosting and email service.

**NINETEENTH ORDER OF BUSINESS**

**Supervisor Requests**

No supervisor requests.

**TWENTIETH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Gibbons, seconded by Mr. Jackson, with all in favor, the Board adjourned the meeting at 6:37 p.m. for the Connerton West Community Development District.

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Assistant Secretary

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Chairman / Vice-Chairman

## Tab 2

**MINUTES OF MEETING**

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

**CONNERTON WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The special Meeting of the Board of Supervisors of Connerton West Community Development District was held on **Monday, June 24, 2019 and called to order at 4:05 p.m.** at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

Present and constituting a quorum:

Richard Dombrowski	<b>Board Supervisor, Chairman</b>
James Jackson	<b>Board Supervisor, Vice Chairman</b>
Stewart Gibbons	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager, Rizzetta &amp; Company</b>
Scott Brizendine	<b>Manager, District Financial Services, Rizzetta &amp; Co.</b>
Alyssa Willson	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
	<b>(via conf. call)</b>
Jordan Schrader	<b>District Engineer, Clearview Land Design</b>
	<b>(via conf. call)</b>
Audience	<b>None</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No audience members present.

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
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**THIRD ORDER OF BUSINESS**

**Presentation of Amended and Restated  
2006 A-2 Special Assessment  
Allocation Report**

Ms. Willson opened the discussion and explained to the Board the landowner requested changes to unit numbers from what was originally contemplated.

Mr. Brizendine presented the Amended Supplemental Special Assessment Allocation report to the Board and explained the changes.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-08;  
Amended Series 2006 Supplemental  
Methodology**

On a Motion by Mr. Dombrowski, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously adopted Resolution 2019-08; Amended Series 2006 Supplemental Methodology, for the Connerton West Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-09;  
Setting Public Hearing Date for 2006 A-  
2 Assessment Re-allocation**

On a Motion by Mr. Gibbons, seconded by Mr. Jackson, with all in favor, the Board of Supervisors unanimously adopted Resolution 2019-09; Setting Public Hearing Date for 2006 A-2 Assessment Re-allocation for August 5, 2019 at 6:00 p.m. located at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638, for the Connerton West Community Development District.

**SIXTH ORDER OF BUSINESS**

**Audience Comments**

No audience members present.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Jackson commented about the mowing crews provided by the landscape contractor.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Jackson, seconded by Mr. Dombrowski, with all in favor, the Board adjourned the meeting at 4:36 p.m. for the Connerton West Community Development District.

## Tab 3

# CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operation and Maintenance Expenditures June 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$107,227.14**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Connerton West Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	002485	19180	Irrigation Maintenance 05/19	\$ 7,210.00
Ballenger & Company, Inc.	002485	19189	SWFWMD Meter Reading/Irrigation Pump Station 05/19	\$ 1,300.00
Ballenger & Company, Inc.	002485	19197	Irrigation Repairs 05/19	\$ 615.00
Ballenger & Company, Inc.	002491	19159	Replaced 13 Rain Shut off Devices 05/19	\$ 815.00
Ballenger & Company, Inc.	002491	19210	Irrigation Renovation Jasmine Abby Entry 05/19	\$ 835.00
Ballenger & Company, Inc.	002491	19214	Replaced Drip Filter 05/19	\$ 450.00
Ballenger & Company, Inc.	002491	19216	Main Line & Ball Valve Repair 05/19	\$ 500.00
Brown's Trophies, Inc.	002492	F06794	Name Plate 06/19	\$ 23.90
Capital Land Management Corporation	002493	205551	Fertilization Bermuda & St. Augustine 05/19	\$ 7,900.00
Capital Land Management Corporation	002507	205552	Landscape Maintenance 06/19	\$ 22,000.00
Capital Land Management Corporation	002507	205632	June Rotation of Annuals 06/19	\$ 11,200.00
Cardno, Inc.	002486	273791	Monthly Lake Management 04/19	\$ 3,530.00



## Connerton West Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clearview Land Design, P. L.	002487	19-00879	Engineering Services 04/19	\$ 1,897.50
Connerton Community Association, Inc.	002494	201910	Salary Reimbursement 05/19	\$ 2,390.00
Hopping Green & Sams	002501	107710	General Counsel/Monthly Meeting 04/19	\$ 7,944.13
James Jackson	002502	JJ060319	Board of Supervisors Meeting 06/03/19	\$ 200.00
Jeremy R. Cohen	002495	JM052219	Off Duty Patrols 05/22/19	\$ 350.00
Jeremy R. Cohen	002495	JM052419	Off Duty Patrols 05/24/19	\$ 200.00
Jerry Richardson	002510	1235	Monthly Hog Removal Service 06/19	\$ 800.00
K. Johnson's Lawn & Landscaping, Inc.	002508	16211	Mowing of Connerton Bike Trail 06/19	\$ 700.00
Kevin Eric Hamilton	002500	KH050819	Off Duty Patrols 05/08/19	\$ 200.00
Kevin Eric Hamilton	002500	KH051819	Off Duty Patrols 05/18/19	\$ 200.00
Mobile Mini, Inc.	002504	9006441126	Acct# 10023746 Mobile Storage Rental 06/02/19-06/29/19	\$ 203.03
Pamelyn Eichelberger	002497	PE060319	Board of Supervisors Meeting 06/03/19	\$ 200.00
Pasco County	002488	Pasco Water Summary 05/19	Water Summary 04/19	\$ 125.45

## Connerton West Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County	002505	Pasco Water Summary 05/19 A	Water Summary 05/19 A	\$ 50.32
Patrick J. Elmore	002498	PE052819	Off Duty Patrols 05/28/19	\$ 200.00
Patrick J. Elmore	002498	PE053019	Off Duty Patrols 05/30/19	\$ 200.00
Richard A. Dombrowski	002496	RD060319	Board of Supervisors Meeting 06/03/19	\$ 200.00
Rizzetta & Company, Inc	002489	INV0000041059	District Management Fees 06/19	\$ 6,283.33
Rizzetta Technology Services, LLC	002490	INV0000004447	Email & Website Hosting Services 06/19	\$ 175.00
Roy Gilmore III	002499	RG060319	Board of Supervisors Meeting 06/03/19	\$ 200.00
Schappacher Engineering, LLC	002509	1362	Sidewalk Repair & Review Files 06/19	\$ 371.25
Suncoast Pool Service	002511	5327	Fountain Service 06/19	\$ 250.00
Times Publishing Company	002503	782701 05/24/19	Acct# 119853 Legal Advertising 05/19	\$ 88.00
US Bank Corporate Trust Services	002512	5374777	Trustee Fees CDD 2015 05/01/19 - 04/30/20	\$ 4,310.00
Withlacoochee River Electric Cooperative Inc.	002506	Electric Summary Bill- 05/19	Electric Summary Bill 05/19	<u>\$ 23,110.23</u>
<b>Report Total</b>				<b><u>\$ 107,227.14</u></b>

## Tab 4

# CONNERTON WEST

## FIELD INSPECTION REPORT



July 11, 2019

Rizzetta & Company

John R Toborg – Sr. Field Services Manager



Rizzetta & Company  
Professionals in Community Management

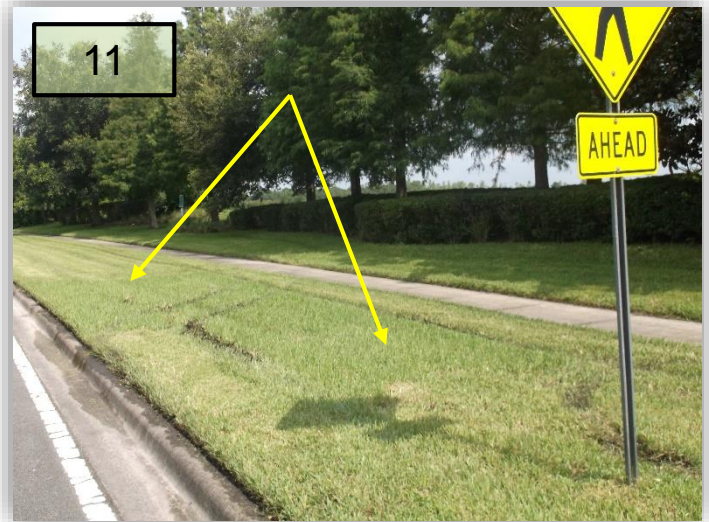
# Summary, General Comments, Connerton Blvd.

## Summary, General Updates, Recent & Upcoming Maintenance Events

- ❑ During the month of August, all Bahia & Celebration Bermudagrass turf shall receive an application of Liquid Iron with Manganese and Magnesium. Additionally, all St. Augustine turf shall receive an application of 24-0-11 fertilizer with Iron, Manganese and Magnesium.

The following are action items for Capital Land Management (CLM) or Ballenger & Co., (B&C) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for staff. **Bold underlined is info. or questions for BOS or Developer.**

1. Not sure what caused the mess on the north side of the Connerton sign wall on the median at US 41, but there is silt coming over the curbing and into the gutter. Clean up and spread more pine fines to cover up shell and rock.
2. Several annual plants have been toppled by critters at US 41 and need to be re-planted.
3. Eradicate weeds in the annual beds, especially at the tips of the medians.
4. Remove invasive grasses in the African Iris beds on the south side of Connerton Blvd. just past the brick walls.
5. Our Drift Roses on the median close to the fountain need some TLC ... perhaps more organic matter, Black Kow, Milorganite.
6. Does CLM recommend any type of drenching to help assist our East Palatka Holies back to being healthy?
7. Although minor at this point, vining weeds are beginning to encroach onto the Walter's Viburnum on the back side of the sidewalk at the Wildlife Crossing.
8. Why has the Gold Mound defoliated on the median on Connerton Blvd. east of Symphony? CLM to diagnose and treat accordingly. Report findings.
9. Eradicate weeds in the Firecracker Plant beds on the south side of Connerton Blvd. approaching Rose Cottage.
10. Replace the broken irrigation valve box lid on the north side of Connerton Blvd. west of the Arbors.
11. **Three to four hundred feet east of Symphony on the north side of Connerton Blvd., there has now been a wet area between the street and sidewalk where I've not noticed one in the past. Is this an irrigation leak? (Pic 11)**
12. **CLM still needs to either adjust their Hurricane Blower speed and angle or follow it with a crew member and rake to rake the mulch back out to the curb line where it is being blown up under the plants. Bare dirt is being left behind the curbs.**





# Arbors North, Garden Party Park, Arbors South, Gardenia Glen

13. Remove Torpedograss and other weeds on the Rose Cottage Way cul-de-sac. Lift the trees in the outer perimeter of the cul-de-sac as well.

14. Remove vines and other weeds for the bed of Schilling Hollies in Rose Cottage Park north of RCWay.

15. I thought all Vinca was being removed and replaced with something else. Those at the Arbors north did not get replaced and are not thriving. Other annuals on the sides are also not thriving and need to be replaced.  
(Pics 15a & b)



16. Any diagnosis yet on the stunted growth of the Sunshine Ligustrum on the Arbors north median?

17. Remove, from the source, a vining weed in the ornamental grasses buffering the Backflow Preventer on the west side of Garden Party Park (GPP).

18. Remove grassy weeds from the beds on the south side of the playground area in GPP.

19. As a reminder, there is a bed of Dwarf Firebush on the south side of the wetland in GPP that needs to be weeded and plants need to be regularly pinched back.

20. Make sure traffic signs on Westerland and Handel are kept clear of all tree limbs.

21. Remove weeds and other volunteers from the plantings in Winsome Way cul-de-sac.

22. Lift some trees on the west side of Westerland heading south. Spec calls for 14.5' above roadways and 10' above sidewalks.

23. Eradicate weeds in the beds on either side of Lagerfeld at Westerland.

24. Like those at Wonderment Way, the Fakahatchee Grasses in the open lawn area on the west side of Westerland at PPP continue to turn brown and there has been no indication of any treatment. These were to be thoroughly drenched and cut to a low mound. Should these plants not survive, CLM will need to replace at their expense.

25. There is a cut dripline on a tree ring in the open lawn area east of the Arbors north entrance..(Pic 25>)

26. Detail tree ring around newly planted Oak on the bank of EP-2.

27. More grasses are browning at the transition from fence to brick wall on the north side of Gardenia Glen (GG).





# Gardenia Glen North, Blue Mist Median & Roundabout

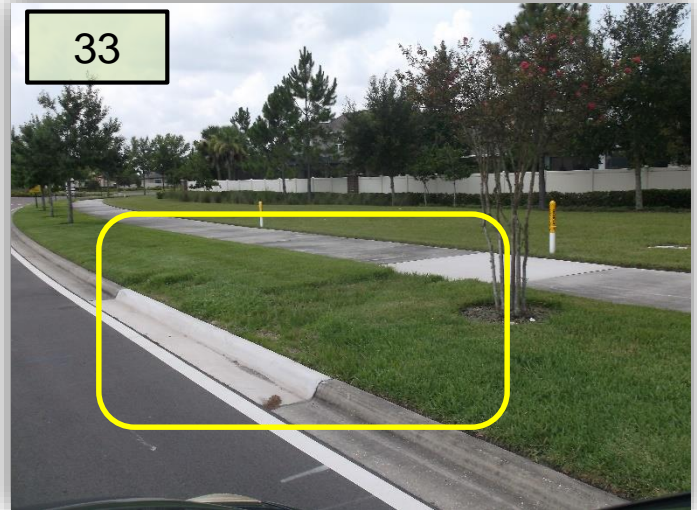
- 28. There is another bed of browning Fakahatchee Grasses about half way down the north side of GG.
- 29. Make sure there is a wider space between the Muhly Grasses and turf on the Connerton Blvd./ Blue Mist Roundabout.
- 30. Heading south on Blue Mist from the roundabout, make sure a couple Shumard Oaks are timed high enough to see a Speed Limit 35 mph street sign.
- 31. These Petite Salmon Oleander on the east side of GG still need to be cut to a rejuvenate cut. (Pic 31)



- 32. Turf installed on the Blue Mist median tip did not take and needs replaced. (Pic 32>)



- 33. Also at the same intersection (Emory Oak & Blue Mist), turf was replaced on the west side of Blue Mist between street and sidewalk, but the area was not smoothed out prior to installation. This needs to be re-done. (Pic 33)



- 34. CLM to apply a foliar spray on the Loropetalum at PPP/Blue Mist roundabout. This spray should contain lime, sulfur and minor elements.
- 35. Eradicate weeds in the beds on the SE corner of GG.
- 36. Between Ballenger & Co., Inc. and CLM, we need to ensure all newly planted Bald Cypress between PPP & Wonderment Way along the pond banks are getting water. (Pic 36>)





37. What is occurring with the turf behind the curb line on the west side of PPP heading toward Wonderment Way? Is this more herbicide damage? (Pic 37)



38. As mentioned earlier, Fakahatchee Grasses on the Wonderment Way median are still completely brown. It is not known if they've been drenched, but they certainly have not been cut to a low mound. These beds need to be replaced by CLM.

39. Remove a volunteer Crape Myrtle coming up in the landscape beds on Pearl Crescent. Is there a reason for the yellowing of the



Downy Jasmine? Diagnose and treat accordingly. There is also a completely dead Downy Jasmine plant that needs to be replaced. [Install and Invoice a 3 Gal. plant here.](#) Remove volunteer Yellow Lantana in this bed as well.

40. Remove lodge poles from the Pines in the pocket parks along Wistful Yearn.
41. What will CLM do to improve the turf color in the eastern pocket park on Wistful Yearn?
42. Does CLM recommend any type of drenching or foliar spray, or even perhaps a change-up in the fertilizer to assist the Sandankwa Viburnum in Storybrook Park? Most appears stunted in growth and off-color, lichen growth is increasing, etc.
43. Make sure all Palms within Storybrook Park are getting the proper amount AND type of palm fertilizer. Many appear to be a pale green, which sometimes may indicate a Nitrogen deficiency. The specified fertilizer requires 8-2-12+4Mg at 1 ½ lbs. fertilizer per 100 SF of Palm canopy. (Pic 43)



44. We'll need to continue to monitor a newly planted Oak tree in the Butterfly Kiss pocket park. It is exhibiting tip dieback. Tip dieback is usually a symptom of a tree being planted too deeply. (Pic 44>)





# Jasmine Abbey, Gardenia Glen South, Forget-Me-Not, Savory Walk

45. The Melampodium on the back side of the Coleus at Jasmine Abbey are not flourishing and should be replaced. We seem to have a mish mash of annuals throughout the community. In the future a better and more consistent plan needs to be implemented regarding annual choices as well as replacements. **There is an inordinately large amount of drip tubing exposed here as well.**
46. Remove dead growth from the East Palatka Hollie sat Jasmine Abbey. Azaleas are still quite yellow on this median. Do we need to alter fertilizer to a more acidic reaction?
47. Perform a minor lift on the perimeter trees in Chrysalis Cay Loop.
48. The Trailing Lantana on the PPP median between Jasmine Abbey & GG is becoming a bit woody. Is it time for a cutback on this plant?
49. Tip the Jack Frost Ligustrum on the west side of Jasmine Abbey.
50. At the west end of the GG wall, remove a volunteer Saltbush from the wall/fence transition. If it is a Wax Myrtle, leave it to provide a better buffer into the rear yard of that resident.
51. Approaching the Forget-Me-Not roundabout at PPP from the east, monitor a couple very chlorotic Shumard Oaks also exhibiting a lot of tip dieback. Lift trees on the PPP median in this location. CLM to inspect these trees and report back the presence of any insects or disease.
52. The annuals at Forget-Me-Not are also a mish mash and are not doing well. These need to be replaced with a consistent choice of plants that mix well together.
53. Remove weeds in Muhly Grass from Shady Pavilion south.
54. Remove any dead form the Liriope in Picket Fence Park and dead-head African Iris. Also diagnose chlorosis in the African Iris. Can CLM provide a diagnosis as to why the Drake Elms in this park are so thin?
55. Annuals at Savory Walk all need to be replaced with a healthy choice of consistent annuals.
56. **There is a large Crape Myrtle at the last resident on the outbound lanes of Passive Porch that is blocking the STOP sign leading to PPP. This needs to be trimmed. Can the CDD take responsibility for this? (Pic 56)**



# Pleasant Plains Parkway

57. Detail tree rings westbound on PPP leaving Savory Walk.
58. Eradicate a large Juniper bed of Torpedograss on the PPP median westbound from Savory Walk.
59. Detail the back side of the landscape beds at the south Arbors entrance.
60. Delineate the beds at Lagerfeld west.
61. Did CLM take a look at the thinning Viburnum at the Cressida Ct. cul-de-sac? If so, what was the diagnosis and treatment plan?
62. Was new mulch not a part of the approved proposal to re-landscape the PPP median near McDonald's? If not, we need to have mulch here.
63. Remove dead/dying Juniper on the bank side of PPP at US 41 and remove weeds.



# Proposals

1. CLM to provide a proposal to flush cut a Redbay on the south bank of Pond R on the north side of GG. Dispose of off-property. Proposal needs to include capping off of irrigation, raking smooth old tree ring and placement of new Bahia turf. (Pic 1)



2. CLM to provide a proposal to flush cut two dying East Palatka Hollies on the NE corner of GG, rake out smooth, cap off irrigation and install new turf. There is another one on the SE side of the roundabout at Blue Mist behind the sidewalk.
3. Last month I reported a dead Pine tree at the PPP Lift Station at Forget-Me-Not. This month, the top of that tree has broken off but there is another Holly adjacent to the Pine that is also dead, so I am suspecting a lightning strike. CLM to provide a proposal to flush cut each tree and dispose of off site. There is also another Holly at this Lift Station that needs to be removed on the opposite corner. (Pic 3>)



## Tab 5



# PROPOSAL #52



Date: 7/16/19

PROPERTY: Connerton CDD (Connerton Blvd.east of Symphony)

## SCOPE OF WORK:

- Install 215 1 gal 1 Gal. Dw. Asian Jasmine to fill bare areas

Grand Total \$ 1,774

**Payment due within 15 days of completion of the above proposed work.**

If there are any questions, please contact me at your earliest convenience.

An acceptance of this proposal within 30 days shall constitute a contract between us. Beyond 30 days the above prices are subject to review.

Date of Acceptance \_\_\_\_\_

Estimated By: Chris Smith

\_\_\_\_\_  
Signature

*Chris Smith*  
\_\_\_\_\_  
Signature:





# PROPOSAL



Date: July 17, 2019

# 54

PROPERTY: Connerton CDD  
Land o Lakes, FL

## SCOPE OF WORK:

- Bermuda maintenance to include Aerification, ant control, over seed Winter Rye Fairway mix.
- Top Choice make application in August 2019 for yearlong red ant control (not guaranteed along cracks and in any areas where soil may be disturbed.)  
\$2,250
- Aerify 3 acre's of Bermuda  
\$2,250
- Add Soil Amendments in August 2019 Based on Last soil samples  
Amp Potash plus (K, S, Zn, Mn, Cu, B ) 5#/m = 250 lbs  
0-0-22 K mag (K, Mg, S) 4.5#/m = 200 lbs  
Tiger Sulfur 90 (S to lower pH) 15#/m = 700 lbs  
15-0-15 (Nitrogen, Potassium, and Nutritional) 900 lbs  
\$1,375.00
- Over seed with the Winter Rye Fairway Mix at a rate of 12 lbs per Square foot. Over seed to take place in November 2019  
15-0-15 ( Nitrogen and Nutritional)  
\$3,492

Grand Total \$9,367



# PROPOSAL



Payment due within 15 days of completion of the above proposed work.  
If there are any questions, please contact me at your earliest convenience.  
An acceptance of this proposal within 30 days shall constitute a contract between us.  
Beyond 30 days the above prices are subject to review.

Date of Acceptance\_\_\_\_\_

Estimated By: Chris Smith

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



# PROPOSAL #57



Date: 7/16/19

PROPERTY: Connerton CDD (Scrolled

Gate Ct.)

## SCOPE OF WORK:

- Fill in the bare areas of Lilyturf near the SE corner of Scrolled Gate Ct. Park with 1 Gal. material, existing spacing. Eradicate remaining Lantana on the perimeters of Scrolled Gate Ct. Park and replace with (144) 3 Gal., FULL African Bush Daisy, 18" o.c.

Grand Total \$ 2,376

**Payment due within 15 days of completion of the above proposed work.**

If there are any questions, please contact me at your earliest convenience.

An acceptance of this proposal within 30 days shall constitute a contract between us. Beyond 30 days the above prices are subject to review.

Date of Acceptance \_\_\_\_\_

Estimated By: Chris Smith

\_\_\_\_\_  
Signature

*Chris Smith*  
\_\_\_\_\_  
Signature:



## Tab 6



***Ballenger & Company, Inc.*** - 2335 64<sup>th</sup> Pl. N. St. Petersburg, FL  
33702

***Irrigation Management Specialists***

Telephone 727-520-1082

Fax 727-330-3698

[gail@ballengerirrigation.com](mailto:gail@ballengerirrigation.com)

**IRRIGATION REPORT**

DATE: July 29, 2019

PROJECT: Connerton – Land O'Lakes

RE: Irrigation System

Routine maintenance was conducted throughout the month and any alarms detected by the Hunter IMMS software were addressed as quickly as possible. Between July 1<sup>st</sup> and July 28<sup>th</sup>, only one decoder and one solenoid were replaced. The decoder was still under warranty, but the solenoid was not.

In addition to routine maintenance, the following issues were addressed throughout the month:

- Replaced D27 valve.
- Installed new spray zone at Pleasant Plains and Wonderment Way. The decoder still needs to be programmed, but it is going on the E-controller which still needs to be repaired or replaced.
- Replaced cracked male adapter on discharge side of valve B70.
- Diagnosed lightning damage to E-controller and submitted proposal to replace/rebuild controller. Any damage in the field is yet to be determined, since we can't test anything until there is a controller to power the decoders.

The ET sensor located on the Hunter ACC controller at the EPII pump station recorded 1.69" of ET and 10.32" of rain between July 1<sup>st</sup> and July 28<sup>th</sup>. There were 13 significant rainfall events of over 0.25" during this same period, the greatest occurring on July 25<sup>th</sup> when 1.72" was recorded. Once it started raining on July 5<sup>th</sup>, it never really stopped. The site was shut down on July 6<sup>th</sup> and was off until the 29<sup>th</sup>. Looking into August, it appears the rainy season will continue and with as wet as everything is, we will not hesitate to shut the site down if the rains continue.

As of July 29<sup>th</sup>, the leaks in the EPI pump station were still sealed. We are monitoring the pump station daily to make sure there isn't a sudden increase in pump activity that would indicate a sudden change in this status. Please keep in mind that this is only a band-aid and the leaks could re-appear at any time. The Board should continue to keep funding in place to replace the EP1 pump manifold.

There are currently three outstanding proposals. The first for the EPI pump station repair, the second for the new zone at the McDonalds and the third for the E-controller that was damaged by lightning.

According to the Water Management District, the site pumped 25,266 gpd in the month of June. This is well below the permitted quantity of 419,000 gpd.

If you have any questions or concerns, please feel free to contact us at your earliest convenience.

Sincerely,

*Gail Huff*

Gail Huff – C.L.I.A., Florida Water Star Certified



## **Tab 7**



Rizzetta & Company

# Connerton West Community Development District

[Connertonwestcdd.org](http://Connertonwestcdd.org)

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**Approved Proposed Budget for Fiscal Year 2019/2020**

**Presented by: Rizzetta & Company, Inc.**

**5844 Old Pasco Road  
Wesley Chapel, Florida 33544  
Phone: 813-994-1001**

[rizzetta.com](http://rizzetta.com)

**Proposed Budget**  
**Connerton Community Development District**  
**General Fund**  
**Fiscal Year 2019/2020**

Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
<b>REVENUES</b>							
Special Assessments							
Tax Roll*	\$ 1,182,610	\$ -	\$ 1,175,270	\$ (1,175,270)	\$ 1,244,270	\$ 69,000	with reserves 1,338,470
Off Roll*	\$ 115,635	\$ -	\$ 114,463	\$ (114,463)	\$ 114,463	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 1,298,245</b>	<b>\$ -</b>	<b>\$ 1,289,733</b>	<b>\$ (1,289,733)</b>	<b>\$ 1,358,733</b>	<b>\$ 69,000</b>	
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 1,298,245</b>	<b>\$ -</b>	<b>\$ 1,289,733</b>	<b>\$ (1,289,733)</b>	<b>\$ 1,358,733</b>	<b>\$ 69,000</b>	
<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
<b>EXPENDITURES - ADMINISTRATIVE</b>							
Legislative							
Supervisor Fees	\$ 3,200	\$ 7,680	\$ 12,000	\$ 4,320	\$ 12,000	\$ -	10800
Financial & Administrative							
Administrative Services	\$ 2,250	\$ 5,400	\$ 5,400	\$ -	\$ 5,800	\$ 400	2.8% 5400
District Management	\$ 14,792	\$ 35,501	\$ 35,500	\$ (1)	\$ 35,715	\$ 215	2.8% 35500
District Engineer	\$ 7,330	\$ 17,592	\$ 30,000	\$ 12,408	\$ 30,000	\$ -	33781
Disclosure Report	\$ 7,250	\$ -	\$ 7,600	\$ 7,600	\$ 7,600	\$ -	7500
Trustees Fees	\$ 3,230	\$ 7,752	\$ 9,000	\$ 1,248	\$ 8,000	\$ (1,000)	4848
Assessment Roll	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,250	\$ 250	2.8% 5000
Financial & Revenue Collections	\$ 2,083	\$ -	\$ 5,000	\$ 5,000	\$ 5,250	\$ 250	2.8% 5000
Accounting Services	\$ 8,792	\$ 21,101	\$ 21,100	\$ (1)	\$ 22,000	\$ 900	2.8% 21100
Auditing Services	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 4,475	\$ (525)	New Contract
Arbitrage Rebate Calculation	\$ 500	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	1500
Miscellaneous Mailings	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	1253
Public Officials Liability Insurance	\$ 2,571	\$ -	\$ 2,260	\$ 2,260	\$ 2,888	\$ 628	EGIS Est.
Legal Advertising	\$ 581	\$ 1,394	\$ 5,000	\$ 3,606	\$ 3,000	\$ (2,000)	10090
Dues, Licenses & Fees	\$ 825	\$ 1,980	\$ 500	\$ (1,480)	\$ 800	\$ 300	589
Website Hosting, Maintenance, Backup (and	\$ 875	\$ 2,100	\$ 2,100	\$ -	\$ 5,000	\$ 2,900	2100
Legal Counsel							
District Counsel	\$ 18,524	\$ 44,458	\$ 60,000.00	\$ 15,542	\$ 60,000.00	\$ -	65122
<b>Administrative Subtotal</b>	<b>\$ 77,803</b>	<b>\$ 144,958</b>	<b>\$ 206,960</b>	<b>\$ 62,002</b>	<b>\$ 209,278</b>	<b>\$ 2,318</b>	
<b>EXPENDITURES - FIELD OPERATIONS</b>							
Law Enforcement							
Deputy	\$ 3,375	\$ 8,100	\$ 9,650	\$ 1,550	\$ 8,500	\$ (1,150)	8320
Electric Utility Services							
Utility Services	\$ 16,337	\$ 39,209	\$ 39,000	\$ (209)	\$ 39,000	\$ -	39,623
Street Lights - Neighborhood Roads	\$ 64,591	\$ 155,018	\$ 150,000	\$ (5,018)	\$ 155,000	\$ 5,000	157,544
Street Lights - Collector Roads	\$ 24,862	\$ 59,669	\$ 65,000	\$ 5,331	\$ 65,000	\$ -	64795
Water-Sewer Combination Services							
Utility Services	\$ 830	\$ 1,992	\$ 1,500	\$ (492)	\$ 2,000	\$ 500	2442
Stormwater Control							
Stormwater Assessment	\$ 93	\$ -	\$ 55	\$ 55	\$ 100	\$ 45	98
Aquatic Maintenance	\$ 17,650	\$ 42,360	\$ 42,360	\$ -	\$ 42,360	\$ -	42360
Mitigation Area Monitoring & Maintenance	\$ 13,800	\$ 33,120	\$ 32,800	\$ (320)	\$ 36,800	\$ 4,000	33460
Stormwater System Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
Ground Water Testing	\$ 4,250	\$ 10,200	\$ 12,500	\$ 2,300	\$ 12,520	\$ 20	Contract Amount
Miscellaneous Expense	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
Other Physical Environment	\$ -						
Field Maintenance Personnel	\$ 11,950	\$ 28,680	\$ 47,020	\$ 18,340	\$ 50,000	\$ 2,980	31020
General Liability Insurance	\$ 3,676	\$ -	\$ 4,847	\$ 4,847	\$ 3,413	\$ (1,434)	EGIS Est.
Property Insurance	\$ 11,159	\$ -	\$ 10,795	\$ 10,795	\$ 6,151	\$ (4,644)	EGIS Est.
Entry & Walls Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 500	\$ (2,000)	0
Landscape Maintenance	\$ 136,044	\$ 326,506	\$ 320,634	\$ (5,872)	\$ 322,000	\$ 1,366	Contract CLM
Holiday Decorations	\$ 15,657	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	14635

**Proposed Budget**  
**Connerton Community Development District**  
**General Fund**  
**Fiscal Year 2019/2020**

Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
Irrigation Maintenance	\$ 43,108	\$ 103,459	\$ 93,112	\$ (10,347)	\$ 102,120	\$ 9,008	Ballenger Contracts
Irrigation Repairs	\$ 18,170	\$ 43,608	\$ 30,000	\$ (13,608)	\$ 40,000	\$ 10,000	87398
Landscape - Mulch	\$ 49,548	\$ 118,915	\$ 88,400	\$ (30,515)	\$ 90,000	\$ 1,600	Contract CLM
Landscape Miscellaneous	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 1,500	\$ (1,500)	1930
Landscape Replacement Plants, Shrubs, Trees	\$ 10,588	\$ 25,411	\$ 70,000	\$ 44,589	\$ 60,000	\$ (10,000)	Annuals/Fire Ants/Plants
Irrigation Phone Line	\$ -	\$ -	\$ 400	\$ 400	\$ 200	\$ (200)	0
Field Operations - Landscape Inspections	\$ 3,500	\$ 8,400	\$ 8,400	\$ -	\$ 8,400	\$ -	Rizzetta - Toborg
Road & Street Facilities							
Street Light Decorative Light Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	1163
Sidewalk Repair & Maintenance	\$ 124	\$ 298	\$ 5,000	\$ 4,702	\$ 5,000	\$ -	13500
Parks & Recreation							
Vehicle Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	0
Fountain Service Contract	\$ 1,250	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	Contract
Fountain Repairs	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 1,000	\$ (2,500)	530
Playground Equipment and Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	5400
Boardwalk and Bridge Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 1,000	\$ (1,500)	0
Wildlife Management Services	\$ 4,000	\$ 9,600	\$ 9,600	\$ -	\$ 9,600	\$ -	0
Miscellaneous Expense (storage/etc)	\$ 4,807	\$ 11,537	\$ 1,200	\$ (10,337)	\$ 12,000	\$ 10,800	12146
Contingency							
Miscellaneous Contingency	\$ -	\$ -	\$ 7,000	\$ 7,000	\$ 53,291	\$ 46,291	5725
<b>Field Operations Subtotal</b>	<b>\$ 459,369</b>	<b>\$ 1,029,082</b>	<b>\$ 1,082,773</b>	<b>\$ 53,691</b>	<b>\$ 1,149,455</b>	<b>\$ 66,682</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 537,172</b>	<b>\$ 1,174,039</b>	<b>\$ 1,289,733</b>	<b>\$ 115,694</b>	<b>\$ 1,358,733</b>	<b>\$ 69,000</b>	
<b>EXCESS OF REVENUES OVER</b>	<b>\$ 761,073</b>	<b>\$ (1,174,039)</b>	<b>\$ (0)</b>	<b>\$ (1,174,039)</b>	<b>\$ -</b>	<b>\$ 0</b>	

Proposed Budget  
Connerton Community Development District  
Reserve Fund  
Fiscal Year 2019/2020

	Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ -	\$ -	\$ 42,300	\$ (42,300)	\$ 136,500	\$ 94,200	
12								
13	<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,300</b>	<b>\$ (42,300)</b>	<b>\$ 136,500</b>	<b>\$ 94,200</b>	
14								\$ 1,495,233
17	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,300</b>	<b>\$ (42,300)</b>	<b>\$ 136,500</b>	<b>\$ 94,200</b>	
18								
19	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to</i>							
20								
21	<b>EXPENDITURES</b>							
22								
23	Contingency							
24	Capital Reserves	\$ -	\$ -	\$ 42,300	\$ 42,300	\$ 136,500	\$ 94,200	
26								
27	<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,300</b>	<b>\$ 42,300</b>	<b>\$ 136,500</b>	<b>\$ 94,200</b>	
28								
29	<b>EXCESS OF REVENUES OVER</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
30								

**Budget Template**  
**Connerton West Community Development District**  
**Debt Service**  
**Fiscal Year 2019/2020**

12.

Chart of Accounts Classification	Series 2018	Series 2018-1	Series 2018-2	Series 2006A-1	Series 2006A-2 <sup>(2)</sup>	Series 2015A-1	Series 2015A-2	Budget for 2019/2020
<b>REVENUES</b>								
Special Assessments								
Net Special Assessments <sup>(1)</sup>	\$653,977.18	\$311,175.00	\$215,549.50	\$0.00	\$0.00	\$170,850.00	\$12,698.44	\$1,364,250.12
<b>TOTAL REVENUES</b>	<b>\$653,977.18</b>	<b>\$311,175.00</b>	<b>\$215,549.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,850.00</b>	<b>\$12,698.44</b>	<b>\$1,364,250.12</b>
<b>EXPENDITURES</b>								
<b>Administrative</b>								
Financial & Administrative								
Debt Service Obligation	\$653,977.18	\$311,175.00	\$215,549.50	\$0.00	\$0.00	\$170,850.00	\$12,698.44	\$1,364,250.12
<b>Administrative Subtotal</b>	<b>\$653,977.18</b>	<b>\$311,175.00</b>	<b>\$215,549.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,850.00</b>	<b>\$12,698.44</b>	<b>\$1,364,250.12</b>
<b>TOTAL EXPENDITURES</b>	<b>\$653,977.18</b>	<b>\$311,175.00</b>	<b>\$215,549.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,850.00</b>	<b>\$12,698.44</b>	<b>\$1,364,250.12</b>
<b>EXCESS OF REVENUES OVER EXPEN</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Collection Costs (2%) and Early Payment Discount (4%) applicable to the county:

6.0%

**Gross assessments**

**\$1,450,095.79**

**Notes:**

Tax Roll Collection Costs (2%) and Early Payment Discounts (4%) for Pasco County is a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received

<sup>(2)</sup> **Maximum Annual Debt Service subject to change with redemption of additional principal.**



**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2019/2020 O&M & SL ASSESSMENT TABLE**

13.

<b>2019/2020 O&amp;M Budget:</b>		\$1,495,233.00
<b>Collection Cost @</b>	<b>2%</b>	\$31,813.47
<b>Early Payment Discount @</b>	<b>4%</b>	\$63,626.94
<b>2019/2020 Total:</b>		<b><u>\$1,590,673.40</u></b>
<b>2018/2019 O&amp;M Budget:</b>		\$1,332,033.05
<b>2019/2020 O&amp;M Budget:</b>		\$1,495,233.00
<b>Total Difference:</b>		<b><u>\$163,199.95</u></b>

<u>LOT SIZE</u>	<u>O&amp;M</u>	<u>FY 2018-2019</u>			<u>FY 2019-2020</u>			<u>PROPOSED INCREASE / DECREASE</u>	
<u>Platted Parcels</u>	<u>Units</u>	<u>O&amp;M</u>	<u>SL</u>	<u>TOTAL</u>	<u>O&amp;M</u>	<u>SL</u>	<u>TOTAL</u>	<u>\$</u>	<u>%</u>
Single Family 55	82	\$866.19	\$129.91	<b>\$996.10</b>	\$866.01	\$125.68	<b>\$991.69</b>	-\$4.41	-0.44%
Single Family 65	82	\$1,042.64	\$156.37	<b>\$1,199.01</b>	\$1,042.42	\$151.28	<b>\$1,193.70</b>	-\$5.31	-0.44%
Single Family 75	46	\$1,187.00	\$178.03	<b>\$1,365.03</b>	\$1,186.76	\$172.23	<b>\$1,358.99</b>	-\$6.04	-0.44%
Single Family 90	54	\$1,443.65	\$216.52	<b>\$1,660.17</b>	\$1,443.36	\$209.47	<b>\$1,652.83</b>	-\$7.34	-0.44%
Commercial	21.75	\$256.65	\$0.00	<b>\$256.65</b>	\$256.59	\$0.00	<b>\$256.59</b>	-\$0.06	-0.02%
Single Family 45	55	\$721.82	\$108.26	<b>\$830.08</b>	\$721.68	\$104.73	<b>\$826.41</b>	-\$3.67	-0.44%
Single Family 55	255	\$866.19	\$129.91	<b>\$996.10</b>	\$866.01	\$125.68	<b>\$991.69</b>	-\$4.41	-0.44%
Single Family 65	186	\$1,042.64	\$156.37	<b>\$1,199.01</b>	\$1,042.42	\$151.28	<b>\$1,193.70</b>	-\$5.31	-0.44%
Single Family 75	68	\$1,187.00	\$178.03	<b>\$1,365.03</b>	\$1,186.76	\$172.23	<b>\$1,358.99</b>	-\$6.04	-0.44%
Apartments	264	\$320.81	\$0.00	<b>\$320.81</b>	\$320.74	\$0.00	<b>\$320.74</b>	-\$0.07	-0.02%
Single Family 45	26	\$721.82	\$108.26	<b>\$830.08</b>	\$721.68	\$104.73	<b>\$826.41</b>	-\$3.67	-0.44%
Single Family 45	156	\$721.82	\$108.26	<b>\$830.08</b>	\$721.68	\$104.73	<b>\$826.41</b>	-\$3.67	-0.44%
Single Family 55	15	\$866.19	\$129.91	<b>\$996.10</b>	\$866.01	\$125.68	<b>\$991.69</b>	-\$4.41	-0.44%
Single Family 65	13	\$1,042.64	\$156.37	<b>\$1,199.01</b>	\$1,042.42	\$151.28	<b>\$1,193.70</b>	-\$5.31	-0.44%
Single Family 75	36	\$1,187.00	\$178.03	<b>\$1,365.03</b>	\$1,186.76	\$172.23	<b>\$1,358.99</b>	-\$6.04	-0.44%
Single Family 40	80	\$184.43	\$0.00	<b>\$184.43</b>	\$641.49	\$93.10	<b>\$734.59</b>	\$550.16	298.30%
Single Family 50	66	\$230.54	\$0.00	<b>\$230.54</b>	\$801.86	\$116.37	<b>\$918.23</b>	\$687.69	298.30%
Single Family 60	58	\$276.65	\$0.00	<b>\$276.65</b>	\$962.24	\$139.65	<b>\$1,101.89</b>	\$825.24	298.30%
Single Family 70	55	\$322.75	\$0.00	<b>\$322.75</b>	\$1,122.61	\$162.92	<b>\$1,285.53</b>	\$962.78	298.31%
<b>Total Platted</b>	<b><u>1618.75</u></b>								
Townhome	56	\$138.33	\$0.00	<b>\$138.33</b>	\$206.70	\$0.00	<b>\$206.70</b>	\$68.37	49.43%
Triplex	60	\$147.55	\$0.00	<b>\$147.55</b>	\$220.47	\$0.00	<b>\$220.47</b>	\$72.92	49.42%
Villa / Duplex	48	\$184.43	\$0.00	<b>\$184.43</b>	\$275.59	\$0.00	<b>\$275.59</b>	\$91.16	49.43%
Single Family 55	27	\$248.99	\$0.00	<b>\$248.99</b>	\$372.05	\$0.00	<b>\$372.05</b>	\$123.06	49.42%
Single Family 75	23	\$341.21	\$0.00	<b>\$341.21</b>	\$509.85	\$0.00	<b>\$509.85</b>	\$168.64	49.42%
Single Family 90	37	\$414.99	\$0.00	<b>\$414.99</b>	\$620.09	\$0.00	<b>\$620.09</b>	\$205.10	49.42%
Commercial	56.5	\$73.78	\$0.00	<b>\$73.78</b>	\$110.24	\$0.00	<b>\$110.24</b>	\$36.46	49.42%
<b>Total Unplatted</b>	<b><u>307.5</u></b>								
<b>Total Community</b>	<b><u>1926.25</u></b>								

## FISCAL YEAR 2019/2020 O&amp;M &amp; STREETLIGHT ASSESSMENT SCHEDULE

Total O&M Budget		\$1,495,233.00
Collection Costs @	2%	\$31,813.47
Early Payment Discount @	4%	\$63,626.94
Total O&M Assessment		\$1,590,673.40

Total Admin Budget		\$209,278.00
Collection Costs @	2%	\$4,452.72
Early Payment Discount @	4%	\$8,905.45
Total O&M Assessment		\$222,636.17

Platted Field		\$1,075,391.00
Collection Costs @	2%	\$22,880.66
Early Payment Discount @	4%	\$45,761.32
Total O&M Assessment		\$1,144,032.98

Unplatted Field		\$55,564.00
Collection Costs @	2%	\$1,182.21
Early Payment Discount @	4%	\$2,364.43
Total O&M Assessment		\$59,110.64

Parcel Streetlight		\$155,000.00
Collection Costs @	2%	\$3,297.87
Early Payment Discount @	4%	\$6,595.74
Total O&M Assessment		\$164,893.62

		Allocation of Admin O&M Assessment			Allocation of Platted Field O&M Assessment			Allocation of Unplatted Field O&M Assessment			Allocation of Parcel Streetlight Assessment				PER LOT ANNUAL ASSESSMENT						
LOT SIZE	O&M	EAU Factor	Total EAU's	Platted EAU's	Unplatted EAU's	% Total EAU's	Admin Per Product	Admin Per Lot	% Total EAU's	Field Per Product	Field Per Lot	% Total EAU's	Field Per Product	Field Per Lot	Parcel SL Units	% Total EAU's	Parcel SL Per Product	Parcel SL Per Lot	O&M	SL	TOTAL
Platted Parcels																					
Single Family 55	82	1.350	110.70	110.70	0.00	4.60%	\$10,240.29	\$124.88	5.31%	\$60,772.81	\$741.13	0.00%	\$0.00	\$0.00	82	6.25%	\$10,305.85	\$125.68	\$866.01	\$125.68	\$991.69
Single Family 65	82	1.625	133.25	133.25	0.00	5.54%	\$12,326.28	\$150.32	6.39%	\$73,152.45	\$892.10	0.00%	\$0.00	\$0.00	82	7.52%	\$12,405.19	\$151.28	\$1,042.42	\$151.28	\$1,193.70
Single Family 75	46	1.850	85.10	85.10	0.00	3.54%	\$7,872.17	\$171.13	4.08%	\$46,718.75	\$1,015.63	0.00%	\$0.00	\$0.00	46	4.80%	\$7,922.56	\$172.23	\$1,186.76	\$172.23	\$1,358.99
Single Family 90	54	2.250	121.50	121.50	0.00	5.05%	\$11,239.35	\$208.14	5.83%	\$66,701.86	\$1,235.22	0.00%	\$0.00	\$0.00	54	6.86%	\$11,311.30	\$209.47	\$1,443.36	\$209.47	\$1,652.83
Commercial	21.75	0.400	8.70	8.70	0.00	0.36%	\$604.79	\$37.00	0.42%	\$4,776.18	\$219.59	0.00%	\$0.00	\$0.00	0	0.00%	\$0.00	\$0.00	\$256.59	\$0.00	\$256.59
Single Family 45	55	1.125	61.88	61.88	0.00	2.57%	\$5,723.74	\$104.07	2.97%	\$33,968.54	\$617.61	0.00%	\$0.00	\$0.00	55	3.49%	\$5,760.38	\$104.73	\$721.68	\$104.73	\$826.41
Single Family 55	255	1.350	344.25	344.25	0.00	14.30%	\$31,844.81	\$124.88	16.52%	\$188,988.60	\$741.13	0.00%	\$0.00	\$0.00	255	19.44%	\$32,048.68	\$125.68	\$866.01	\$125.68	\$991.69
Single Family 65	186	1.625	302.25	302.25	0.00	12.56%	\$27,959.61	\$150.32	14.50%	\$165,931.17	\$892.10	0.00%	\$0.00	\$0.00	186	17.06%	\$28,138.60	\$151.28	\$1,042.42	\$151.28	\$1,193.70
Single Family 75	68	1.850	125.80	125.80	0.00	5.23%	\$11,637.12	\$171.13	6.04%	\$69,062.50	\$1,015.63	0.00%	\$0.00	\$0.00	68	7.10%	\$11,711.62	\$172.23	\$1,186.76	\$172.23	\$1,358.99
Apartments	254	0.500	132.00	132.00	0.00	5.48%	\$12,210.65	\$46.25	6.33%	\$72,466.22	\$274.49	0.00%	\$0.00	\$0.00	0	0.00%	\$0.00	\$0.00	\$330.74	\$0.00	\$330.74
Single Family 45	26	1.125	29.25	29.25	0.00	1.22%	\$2,705.77	\$104.07	1.40%	\$16,057.86	\$617.61	0.00%	\$0.00	\$0.00	26	1.65%	\$2,723.09	\$104.73	\$721.68	\$104.73	\$826.41
Single Family 45	156	1.125	175.50	175.50	0.00	7.29%	\$16,234.61	\$104.07	8.42%	\$96,347.13	\$617.61	0.00%	\$0.00	\$0.00	156	9.91%	\$16,338.54	\$104.73	\$721.68	\$104.73	\$826.41
Single Family 55	15	1.350	20.25	20.25	0.00	0.84%	\$1,873.22	\$124.88	0.97%	\$11,116.98	\$741.13	0.00%	\$0.00	\$0.00	15	1.14%	\$1,885.22	\$125.68	\$866.01	\$125.68	\$991.69
Single Family 65	13	1.625	21.13	21.13	0.00	0.88%	\$1,954.17	\$150.32	1.01%	\$11,597.34	\$892.10	0.00%	\$0.00	\$0.00	13	1.19%	\$1,966.68	\$151.28	\$1,042.42	\$151.28	\$1,193.70
Single Family 75	36	1.850	66.60	66.60	0.00	2.77%	\$6,160.83	\$171.13	3.20%	\$36,562.50	\$1,015.63	0.00%	\$0.00	\$0.00	36	3.76%	\$6,200.27	\$172.23	\$1,186.76	\$172.23	\$1,358.99
Single Family 40	80	1.000	80.00	80.00	0.00	3.32%	\$7,400.39	\$92.50	3.84%	\$43,918.92	\$548.99	0.00%	\$0.00	\$0.00	68	3.84%	\$6,330.60	\$93.10	\$641.49	\$93.10	\$734.59
Single Family 50	66	1.250	82.50	82.50	0.00	3.43%	\$7,631.65	\$115.63	3.96%	\$45,291.39	\$686.23	0.00%	\$0.00	\$0.00	25	1.76%	\$2,909.28	\$116.37	\$801.86	\$116.37	\$918.23
Single Family 60	58	1.500	87.00	87.00	0.00	3.61%	\$8,047.93	\$138.76	4.17%	\$47,761.83	\$823.48	0.00%	\$0.00	\$0.00	24	2.03%	\$3,351.50	\$139.65	\$962.24	\$139.65	\$1,101.89
Single Family 70	55	1.750	96.25	96.25	0.00	4.00%	\$8,903.60	\$161.88	4.62%	\$52,839.95	\$960.73	0.00%	\$0.00	\$0.00	22	2.17%	\$3,584.24	\$162.92	\$1,122.61	\$162.92	\$1,285.53
Total Platted		1618.75	2083.90	2083.90	0.00	86.59%	\$192,770.96		100.00%	\$1,144,032.98		0.00%	\$0.00		100.00%	\$164,893.62					
Townhome	56	0.750	42.00	0.00	42.00	1.75%	\$3,885.21	\$69.38	0.00%	\$0.00	\$0.00	13.01%	\$7,689.78	\$137.32	0	0.00%	\$0.00	\$0.00	\$206.70	\$0.00	\$206.70
Triplex	60	0.800	48.00	0.00	48.00	1.99%	\$4,440.24	\$74.00	0.00%	\$0.00	\$0.00	14.87%	\$8,788.32	\$146.47	0	0.00%	\$0.00	\$0.00	\$220.47	\$0.00	\$220.47
Villa / Duplex	48	1.000	48.00	0.00	48.00	1.99%	\$4,440.24	\$92.50	0.00%	\$0.00	\$0.00	14.87%	\$8,788.32	\$183.09	0	0.00%	\$0.00	\$0.00	\$275.59	\$0.00	\$275.59
Single Family 55	27	1.350	36.45	0.00	36.45	1.51%	\$3,371.80	\$124.88	0.00%	\$0.00	\$0.00	11.29%	\$6,673.63	\$247.17	0	0.00%	\$0.00	\$0.00	\$372.05	\$0.00	\$372.05
Single Family 75	23	1.850	42.55	0.00	42.55	1.77%	\$3,936.08	\$171.13	0.00%	\$0.00	\$0.00	13.18%	\$7,790.48	\$338.72	0	0.00%	\$0.00	\$0.00	\$509.85	\$0.00	\$509.85
Single Family 90	37	2.250	83.25	0.00	83.25	3.46%	\$7,701.03	\$208.14	0.00%	\$0.00	\$0.00	25.79%	\$12,962.25	\$411.65	0	0.00%	\$0.00	\$0.00	\$620.09	\$0.00	\$620.09
Commercial	56.5	0.400	22.60	0.00	22.60	0.94%	\$2,090.61	\$37.00	0.00%	\$0.00	\$0.00	7.00%	\$4,137.84	\$73.24	0	0.00%	\$0.00	\$0.00	\$110.24	\$0.00	\$110.24
Total Unplatted		307.5	322.85	0.00	322.85	13.41%	\$29,865.21		100.00%	\$0.00		100.00%	\$59,110.64		100.00%	\$0.00					
Total Community		1926.25	2406.75	2083.90	322.85	100.00%	\$222,636.17		100.00%	\$1,144,032.98		100.00%	\$59,110.64		100.00%	\$164,893.62					
LESS: Pasco County Collection Costs (2%) and Early Payment Discount Costs (4%)																					
Net Revenue to be Collected									\$209,278.00		\$1,075,391.00			\$55,564.00			\$155,000.00				

## FISCAL YEAR 2019/2020 DEBT SERVICE ASSESSMENT SCHEDULE

										PER LOT ANNUAL ASSESSMENT							
Series 2018 LOT SIZE	Series 2018 Debt Service <sup>(1)</sup>	Series 2018 Debt Service <sup>(1)</sup>	Series 2018-1 Debt Service <sup>(1)</sup>	Series 2018-2 Debt Service <sup>(1)(2)</sup>	Series 2019A-1 Debt Service <sup>(1)</sup>	Series 2006A-2 Debt Service <sup>(1)</sup>	Series 2015A-1 Debt Service <sup>(1)</sup>	Series 2015A-2 Debt Service <sup>(1)</sup>	Series 2018 Assessment	Series 2018 Debt Service Assessment	Series 2018-1 Debt Service Assessment	Series 2018-2 Debt Service Assessment	Series 2006A-1 Debt Service Assessment	Series 2006A-2 Debt Service Assessment	Series 2015A-1 Debt Service Assessment	Series 2015A-2 Debt Service Assessment	Series 2018-1 TOTAL
Single Family 55	82	82							\$53,307.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650.09
Single Family 65	82	79							\$61,819.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$782.52
Single Family 75	46	46							\$40,979.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$890.86
Single Family 90	54	53							\$57,424.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,083.48
Commercial	21.75	21.75							\$15,710.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$722.33
Single Family 45	55		54						\$0.00	\$32,923.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$609.70
Single Family 55	255		237						\$0.00	\$173,398.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$731.64
Single Family 65	186		186						\$0.00	\$163,806.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$880.68
Single Family 75	68		68						\$0.00	\$68,178.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,002.62
Apartments	264								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 45	26		0						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.00
Single Family 45	156						156	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165,300.00	\$0.00	\$1,447.85
Single Family 55	15						15	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,375.00	\$0.00	\$0.00
Single Family 65	13						13	8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,675.00	\$8,930.71	\$0.00
Single Family 75	36						36	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,500.00	\$3,767.73	\$0.00
Single Family 40	80		80	58					\$0.00	\$0.00	\$72,000.00	\$41,090.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50	66		66	57					\$0.00	\$0.00	\$74,250.00	\$50,478.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 60	58		58	56					\$0.00	\$0.00	\$78,300.00	\$59,510.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 70	55		55	52					\$0.00	\$0.00	\$86,625.00	\$64,470.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Platted	1618.8	281.75	545	259	223	0	0	220	11	\$229,241.14	\$438,307.12	\$311,175.00	\$215,549.50	\$0.00	\$0.00	\$170,850.00	\$12,698.44
Townhome	56			56					\$0.00	\$0.00	\$0.00	\$0.00	\$25,190.48	\$0.00	\$0.00	\$0.00	\$0.00
Triplex	60			60					\$0.00	\$0.00	\$0.00	\$0.00	\$28,789.20	\$0.00	\$0.00	\$0.00	\$0.00
Villa / Duplex	48			48					\$0.00	\$0.00	\$0.00	\$0.00	\$28,788.96	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 55	27			27					\$0.00	\$0.00	\$0.00	\$0.00	\$22,266.63	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 75	23			23					\$0.00	\$0.00	\$0.00	\$0.00	\$25,865.11	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 90	37			37					\$0.00	\$0.00	\$0.00	\$0.00	\$49,968.13	\$0.00	\$0.00	\$0.00	\$0.00
Commercial	56.5					56.5			\$0.00	\$0.00	\$0.00	\$0.00	\$14,897.36	\$0.00	\$0.00	\$0.00	\$0.00
Total Unplatted	307.5	0	0	0	0	251	421.5	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$180,868.51	\$14,897.36	\$0.00	\$0.00
Total Community	1926.25	281.75	545	259	223	251	421.5	220	11	\$229,241.14	\$438,307.12	\$311,175.00	\$215,549.50	\$180,868.51	\$14,897.36	\$170,850.00	\$12,698.44
LESS: Pasco County Collection Costs (2%) and Early Payment Discount Costs (4%)																	
Net Revenue to be Collected										\$13,571.08	\$25,947.78	\$18,421.56	\$12,760.53	\$10,707.42	\$881.92	\$10,114.32	\$751.75
										\$215,670.06	\$412,359.34	\$292,753.44	\$202,788.97	\$170,161.09	\$14,015.43	\$160,735.68	\$11,946.69

(1) Reflects the number of total lots with Series 2006A-1, 2006A-2, 2015 and 2018 debt outstanding.

(2) Reflects (21) twenty-one series 2018-2 prepayments.

## Tab 8

## **RESOLUTION 2019-12**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Connerton West Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

**WHEREAS**, the Board set August 5, 2019 as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

## SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2) (a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Connerton West Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District, exclusive of collection costs, during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND – SERIES _____	\$_____
TOTAL ALL FUNDS	\$_____

## SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

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

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF AUGUST, 2019.**

ATTEST:

**CONNERTON WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary

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

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2019/2020

**Exhibit A:**

Adopted Budgets for Fiscal Year 2019/2020



## Tab 9

## RESOLUTION 2019-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit “A,”** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

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

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 5<sup>TH</sup> day of August, 2019

ATTEST:

**CONNERTON WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary

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

Its:\_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2019/2020

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

**Exhibit A:**

Adopted Budgets for Fiscal Year 2019/2020

**Exhibit B:**

Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

## **Tab 10**



## RESOLUTION 2019-11

**A RESOLUTION OF THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY THE DISTRICT'S IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Connerton West Community Development District ("District") is a local unit of special-purpose government of the State of Florida, located in Pasco County, Florida, and created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Rule 42PP-1 of the Florida Land and Water Adjudicatory Commission effective on June 14, 2004; and

**WHEREAS**, the District, has previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District issued its \$3,015,000 Capital Improvement Revenue Bonds, Series 2004A-1 and \$5,880,000 Capital Improvement Revenue Bonds, Series 2004A-2 (together the "Series 2004A Bonds"); \$6,265,000 Capital Improvement Revenue Bonds, Series 2006A-1 and \$4,370,000 Capital Improvement Revenue Bonds and Series 2006A-2 (together the "Series 2006A Bonds"); \$25,430,000 Capital Improvement Revenue Bonds, Series 2007B (the "Series 2007B Bonds"); \$2,275,000 Capital Improvement Revenue and Refunding Bonds, Series 2015A-1 and \$3,110,000 Capital Improvement Revenue and Refunding Bonds, Series 2015A-2 (together the Series 2015A Bonds"); and the Series 2018-1 Capital Improvement Revenue Bonds and Series 2018-2 Capital Improvement Revenue and Refunding Bonds (the "Series 2018 Bonds"); and the Series 2018A-1 and Series 2018A-2 Revenue and Refunding Bonds (the "Series 2018A Bonds") (all together, the "Prior Bonds"), pursuant to that certain *Master Trust Indenture* (the "Master Indenture") dated November 1, 2004, as supplemented, to fund a portion of the costs associated with such infrastructure improvements, as described in the *Master Engineer's Report* (the "Master Engineer's Report") dated August 2006, as amended (the "Improvements"); and

**WHEREAS**, the District has previously adopted Resolution Nos. 2006-09, 2006-10, 2006-12, 2018-04, 2018-05, and 2018-08 levying and imposing special assessments upon the lands within the District in accordance with the District's Master Assessment Report dated November 23, 2004, as updated on September 25, 2006, as further amended by the *Amended and Restated*

*Master Special Assessment Report*, dated January 22, 2018, (the “Master Assessment Report”); and

**WHEREAS**, to account for changes in the development plan, the District desires to adopt the Amended Supplemental Special Assessment Allocation Report Capital Improvement Revenue Bonds, Series 2006A-2 (the “Amended 2006 Supplemental Assessment Report”) for the undeveloped lands within the District (the “Undeveloped Lands”); and

**WHEREAS**, such changes are detailed in the Amended 2006 Supplemental Assessment Report; and

**WHEREAS**, the lien being proposed by Resolution 2019-11, is to reallocate the costs of Improvements not previously funded through the collection of special assessments upon the Undeveloped Lands; and

**WHEREAS**, by Resolution 2019-08, the District has declared its intent to impose reallocated special assessments (“Assessments”) on the Undeveloped Lands within the District as described in the Amended 2006 Supplemental Assessment Report specially benefitted by the Improvements in proportion to the benefits received; and

**WHEREAS**, the District’s Board of Supervisors (the “Board”) has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of the Assessments;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is in the best interests of the District that (i) the District provided for the financing of the Improvements; (ii) the cost of such Improvements be assessed against the lands specially benefited by such Improvements; and (iii) the District issued the Bonds to provide funds for such purposes.

(e) The nature and location of the Improvements is described in Resolution 2019-08, and is shown in the District's *Master Engineer's Report*, as supplemented, (the "Engineer's Report"), attached hereto as **Exhibit A**, and incorporated herein by reference), and the plans and specifications on file in the offices of the District Manager at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, and the District's local records office located at 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida 33544.

(f) The provision of said Improvements, the levying of the reallocated Assessments and the sale, issuance or utilization of such Bonds serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents.

(g) By Resolution 2019-08, the Board determined to continue to provide for the financing of the Improvements and to defray the costs thereof by levying the reallocated Assessments on benefited property. Resolution 2019-08 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2019-08, said Resolution 2019-08 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2019-08, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2019-09 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of the Assessments or the Improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefitted property or parcel, and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On August 5, 2019, at the time and place specified in the resolution and notice referred to above, the Board met as an equalization board and heard and considered all complaints and testimony as to the matters described above. The Board has made such modifications in the

preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the financing, and all comments and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the total estimated cost of construction of the Improvements is as set forth in Resolution 2019-08, and its attachments;

(ii) it is reasonable, proper, just and right to assess the cost of the Improvements against the properties specially benefitted thereby using the method determined by the Board set forth in the Master Assessment Report, as supplemented by the Amended 2006 Supplemental Assessment Report (attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Assessments set forth on the final assessment roll;

(iii) it is hereby declared that the Improvements will constitute a special benefit to the real property according to the final assessment roll and that the benefit will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) that the cost of the Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**; and

(v) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

**SECTION 3. ASSESSMENT EQUALIZATION AND IMPOSITION.** Special assessments as provided for in Chapter 190, *Florida Statutes*, are hereby imposed and levied on benefitted lands within the District in accordance with **Exhibit B**. The Assessments on the property specially benefitted by the Improvements, all as specified in the final assessment roll, are hereby equalized, approved, and confirmed. The lien of the Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution. The Assessments against the respective property shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 4. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

(a) The Assessments may be paid in not more than nineteen (19) substantially equal consecutive annual installments of principal and interest as further detailed in the Assessment Methodology Report, or such other schedule as may be set by the amortization schedule for the Bonds. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution by the

District accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessments if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Bonds, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect the Assessments by directly billing landowner(s) and enforcing said collection in any manner authorized by law. Notwithstanding anything herein to the contrary, the District will collect the Assessments consistent with what is required under the terms of any bond documents.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector and/or the Property Appraiser of Pasco County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

(d) In the event that an assessment payment is not made in accordance with the schedule referenced above, such assessment and any future scheduled assessment payments shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments.

**SECTION 5. ASSESSMENT ROLL.** The District's final assessment roll, attached to this Resolution as **Exhibit B**, is hereby adopted.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's final assessment roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the final assessment roll, the District Manager shall file the updates in the District records.

**SECTION 7. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 8. NO WAIVER OF CONTRACTUAL OBLIGATIONS.** Nothing in this resolution is intended or shall be construed as a waiver of any right to payment the District may have pursuant to contract, if any, with the Developer, a lender or otherwise.

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

**SECTION 10. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Connerton West Community Development District.

*[Remainder of page left blank]*

**APPROVED THIS 5<sup>TH</sup> DAY OF AUGUST, 2019.**

**ATTEST:**

**CONNERTON WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**

*Master Engineer's Report, dated August 2006*

**Exhibit B:**

*Amended and Restated Master Special Assessment Allocation Report,  
dated January 22, 2018, as supplemented by the Amended Supplemental  
Special Assessment Allocation Report Capital Improvement Revenue  
Bonds, Series 2006A-2*

## Tab 11



**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT  
WILDLIFE MANAGEMENT SERVICES AGREEMENT**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 1st day of June, 2019, by and between:

**Connerton West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District**”); and

**Jerry State Wildlife Trapper**, whose address is 2103 W. Rio Vista Avenue, Tampa, Florida 33603 (“**Contractor**,” and collectively with the District, “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide certain wildlife management services; and

**WHEREAS**, the District intends to retain the services of the Contractor to perform wildlife management services pursuant to this Agreement; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

**2. SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** (“**Work**”). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**3. MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor shall be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any Work Authorization executed by the Parties in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District. The performance of the services by the Contractor under this Agreement shall conform to **Exhibit A** and any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or Exhibit A, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement, pursuant to the terms of the executed Work Authorization.
- B. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
  - 1. The District hereby designates its District Manager to act as its representative.
  - 2. Upon request by the District Manager, or the District's representative identified above, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- C. Work shall include: monitoring and observation of wild hog population and movement; identification of isolated locations on District property for conducting certain wild hog trapping exercises; setup of temporary materials or equipment necessary for wild hog trapping exercises; and removal of wild hog and other materials as necessary to return the District property to its original condition prior to the wild hog trapping exercises. No firearms shall be used in the Work under this Agreement.
- D. Contractor shall use all due care to minimize visibility of the wild hog trapping exercises to residents and visitors of District. The Contractor shall at all times use all due care to foresee and minimize risk of property damage or injury to persons while conducting wild hog trapping exercises on District property.
- E. Contractor shall not cut or damage trees, crops, roads, dwellings, fences, buildings, or other personal property when conducting Work. The Contractor

shall make no additional entrances onto the District property other than those already in existence without the prior approval of District. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- F. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the services.

**4. WARRANTIES.** Contractor hereby covenants to the District that it shall perform the Work: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.

**5. SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**6. EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

**7. COMPENSATION; TERM.**

- A. As compensation for the Services described in this Agreement and **Exhibit A**, the District shall pay Contractor monthly payments of Eight Hundred Dollars (\$800.00). In the event this Agreement is terminated pursuant to the terms of this Agreement, payment will be prorated for the payment period during which termination becomes effective.
- B. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date or earlier as may be required by the Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.
- C. Work shall commence on June 1, 2019 and end May 31, 2020, unless terminated pursuant to the terms of this Agreement. Contractor acknowledges

that the price contained within Section 7A is firm through the original term.

**8. INSURANCE.**

**A.**

(1) Commercial General Liability Insurance covering the legal liability of Contractor for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with the Contractor's operations and activities.

(2) Automobile Liability Insurance for bodily injuries in limits of not less than \$20,000/accident, \$10,000/person bodily injury and \$10,000/accident for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** District and District's staff, consultants, agents and supervisors shall be named as an additional insured and certificate holders. Contractor shall furnish District with the Certificate of Insurance, with endorsement, evidencing compliance with this requirement by Contractor. No certificate shall be acceptable to Contractor unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Contractor hereby waives any and all future claims that may otherwise be brought against the District as a result of Contractor's lack of Worker's Compensation Insurance coverage.

**C.** If Contractor fails to have secured and maintained the required insurance, District have the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with District's obtaining the required insurance.

**9. INDEMNIFICATION.**

**A.** Contractor acknowledges that this Agreement authorizes access to District property that exists in "as is" condition and further understand that trapping of wild hogs is an inherently hazardous activity. There may be hidden hazards such as holes, fence wire, snakes, wells, swamps, unauthorized

careless persons, or other risks that may cause injury or death. Contractor waives District from any and all liability associated with the Contractor's access, occupation, or use of the District property. The Contractor assumes all risks associated with the access, occupation, or use of the District property as its own responsibility. District hereby disclaims all representations as to any and all hazardous condition(s) of the District property subject to this Agreement.

- B.** Contractor agrees to defend, indemnify, and hold harmless District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, including Contractor's employees, any corporation or other entity for injuries, death, or property damage of any nature, arising out of, or in connection with: (i) the work performed by the Contractor; and (ii) the use of the District property for any purpose by the Contractor, its employees, members, guests, agents, successors, assigns, tenants, subtenants, or their respective employees, contractors or agents under this Agreement.
- C.** Contractor agrees that nothing herein shall constitute or be construed as a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- D.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. Contractor agrees to abide by all laws, rules, covenants and regulations governing the District property and all nuisance wildlife laws and regulations established by the State of Florida, or any other governing entity with authority to establish and enforce such laws and regulations. Contractor's failure to abide by such laws and regulations is justification for the District to terminate this Agreement. Moreover, Contractor acknowledges that it is Contractor's responsibility to confirm that trapping and removal of wild hogs from the District property is not in violation of any laws, rules, covenants and regulations and hereby agree to indemnify, defend and hold harmless District, and District's agents and representatives, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising from the Contractor's use of the District property in violation of any law, rule, covenant or regulation prohibiting such use.

**11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall

be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, the District may terminate this Agreement immediately with or without cause by providing written notice of termination to the Contractor. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**15. PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor, as may be required by applicable state or local law or regulation.

**16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

**17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this

Agreement.

**18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**19. AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document, and the Scope of Services (Exhibit A), this document shall control.

**20. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

**21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**23. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Connerton West Community  
Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attn: Alyssa Willson

**B. If to Contractor:** Jerry State Wildlife Trapper  
2103 W. Rio Vista Ave.  
Tampa, Florida 33603  
Attn: Jerry Richardson

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

**30. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise 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 the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any



duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GREG COX, C/O RIZZETTA & COMPANY, 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544, (813) 994-1001 [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM).**

**31. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

**33. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties execute this Agreement as set forth below.

**ATTEST:**

**CONNERTON WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

- ☐ Secretary
- ☐ Assistant Secretary

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

- ☐ Chairperson
- ☐ Vice Chairperson

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

**ATTEST:**

**JERRY STATE WILDLIFE  
TRAPPER**

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**Exhibit A:    Scope of Services**

# Proposal

If the CDD request us to assist with other wildlife that is causing damage such as raccoons, armadillos or other nuisance animals other than our traps are designs for we have other control methods and shall be discussed with the CDD controlling different species require different trap designs and methods. We will continue to work efficiently and effectively using an integrated approach to remove feral swine from CDD or HOA property.

Our monthly service fee \$ 800.00 per month or \$ 9,600 annually or (12) months to include multiple traps and camera setups including bait and all necessities to attract and contain wild hogs to limit and prevent property damage endured by feral hogs. Monthly Invoices will be due the 1st of each month.

Any and all illegal activity that we notice will be reported to the appropriate authorities along with the property manager.

We are fully licensed and insured in the State of Florida to trap and remove all nuisance Wildlife. There is a ~~set-up &~~ removal fee of \$ 375.00 per trap location. **WAVE SETUP AS AREADY IN USE BUT WILL APPLY FOR REMOVAL.**

Please note that there will be **\$185 Bio-Hazardous fee** for the removal of any roadside animals removed within the CDD boundaries if called upon.

All of the work is to be completed in a substantial and workmanlike manner for the sum of **\$800.00**. ~~The entire amount of the contract \$800.00 or per month is to be paid within 10 days after completion or a 15% fee will be added. All payments are due first day of the month. Under no circumstance shall this contract be superseded by any other terms or conditions other than stated agreement.~~

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed, and will become an extra cost.

~~By signing this contract, you acknowledge the term to be 2 year. If you choose to terminate this contract prior to the 30 month term, you will still be billed for the remaining months there are no prorated fees. Upon termination of contract a 30 day written notice needs to be sent. All One year or other contracts will continue unless a notice to end Service is submitted by signing this contract, you are agreeing to all terms and conditions.~~

By signing this contract, you provide authorization for Trapper Jerry Richardson license number NWT-14255 to set traps and Hunt feral Hogs that are causing landscape damage in the common areas **as well as the private Land, and or lots of the community.**

Mr. Richardson and his agents are authorized to set traps as he sees fit on the areas throughout the Land within Boundaries of said propriety where hog damage may occur.

Always striving to provide quality professional service at a reasonable price. Thank you for your business Jerry Richardson State Wildlife Trapper NWT - 14255

Authorized Signature \_\_\_\_\_

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for \_\_\_\_\_. \_\_\_\_\_ agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Jerry Richardson  
Signature

7-12-19  
Date

## **Tab 12**

## **CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES**

---

**DATE:** August 5, 2019

**BETWEEN:** **RIZZETTA TECHNOLOGY SERVICES, LLC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** **CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

**A. ONE-TIME SERVICES.** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**B. STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**II. ADDITIONAL SERVICES.** In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the



District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

**V. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

#### **B. PAYMENT TERMS.**

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by

the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**VII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

**IX. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**X. TERMINATION.** This Contract may be terminated as follows:

**A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

**B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

**XI. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## **XII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIII. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**XIV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>If to the District:</b>	Connerton West Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: District Manager
----------------------------	--

**With a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
P.O. Box 6526  
Tallahassee, FL 32314  
Attn: District Counsel

**If to the Consultant:**

Rizzetta Technology Services, LLC.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to



this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA TECHNOLOGY SERVICES, LLC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: \_\_\_\_\_

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

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

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

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

**Exhibit A – Scope of Services**  
**Exhibit B – Schedule of Fees**

**EXHIBIT A**  
Scope of Services

**ONE-TIME SERVICES:** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

**Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

**E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**STANDARD ON-GOING SERVICES:** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**REQUIRED WEB SITE CONTENT:** Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
  5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
  6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
  7. A description of the boundaries or service area of, and the services provided by, the special district.
  8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
  9. The primary contact information for the special district for purposes of communication from the department.
  10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
  11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
  12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
  13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
  14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
  15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
  16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
  17. The public facilities report, if applicable.
  18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
  19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

**LITIGATION SUPPORT SERVICES:** Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**EXHIBIT B**  
Schedule of Fees

**One-Time Services** will be billed at a fee pursuant to the following schedule:

Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
<b>Total One-Time Services:</b>			<b>\$_____</b>

**Standard On-Going Services** will be billed in advance monthly pursuant to the following schedule:

	<b>MONTHLY</b>
Website Compliance and Management:	\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:	
Board Supervisor Account _____ X \$15.00	\$_____
Onsite Staff Account _____ X \$15.00	\$_____
Miscellaneous Account _____ X \$15.00	\$_____
<b>Total Standard On-Going Services:</b>	<b>\$_____</b>

**ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

## **Tab 13**

**RESOLUTION 2019-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

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

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Pasco County, a schedule of the District's regular meetings.

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

**PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF AUGUST, 2019.**

**CONNERTON WEST COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
CHAIRMAN / VICE-CHAIRMAN

\_\_\_\_\_  
SECRETARY / ASST. SECRETARY



## **EXHIBIT A**

### **BOARD OF SUPERVISORS MEETING DATES CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2018/2019**

October 7, 2019

November 4, 2019 \*

December 2, 2019

January 6, 2020

February 3, 2020 \*

March 2, 2020

April 6, 2020 \*

May 4, 2020

June 1, 2020 \*

July 6, 2020

August 3, 2020 \*

September 14, 2020

*(2<sup>nd</sup> Monday due to Labor Day)*

All meetings will convene at 4:00 p.m., except for the months of November, February, April, June and August which will convene at 6:00 p.m. at the location is Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

## **Tab 14**

Date Entered	Category	Action Item	District Staff Responsible	Vendor Responsible	Target Date	Notes
1/23/2017	O&M	Replace Rose Cottage Area Playground	Greg	TBD	10/7/2019	Late August Equipment Arrival Estimate
11/6/2017	O&M	Add Playground to Garden Party Park	Greg	TBD	TBD	Bond Project list. Waiting on Rose Cottage Playground
11/6/2017	O&M	Extend the Nature Trails per Refunding Agreement	District Engineer	Cardno	TBD	Cardno Working on Project - Update at Meeting.
3/5/2018	O&M	Repair Sidewalks	Rick Schappacher	TBD	TBD	Proposal approved to repair common area sidewalks
<b>Completed</b>						
6/3/2019	Admin	Roadway / Sidewalk Responsibility Chart	District Engineer	TBD	TBD	Board requested status update