



Rizzetta & Company

Connerton West Community Development District

Board of Supervisors' Meeting December 3, 2018

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

www.connertonwestcdd.org

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
AGENDA
DECEMBER 5, 2018 at 4:00 p.m.**

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

District Board of Supervisors	Stewart Gibbons	Chairman
	Richard Dombrowski	Vice Chairman
	James Jackson	Assistant Secretary
	Ryan Becwar	Assistant Secretary
	Jack Knowles	Assistant Secretary
District Manager	Greg Cox	Rizzetta & Company, Inc.
District Attorney	Alyssa Willson	Hopping Green & Sams, P.A.
District Engineer	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

Board of Supervisors
Connerton West Community
Development District

November 26, 2018

AGENDA

Dear Board Members:

The Connerton West Community Development District regular meeting of the Board of Supervisors will be held on **Monday, December 3, 2018 at 4:00 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. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED SUPERVISORS**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ADMINISTRATION**
 - A.** Declaration of Vacant Seat #4
 - B.** Consideration of Appointment of Vacant Seat #4
 - C.** Consideration of Minutes of the Board of Supervisors' Meeting held on October 1, 2018 Tab 1
 - D.** Consideration of Operation and Maintenance Expenditures for September & October 2018 Tab 2
 - E.** Consideration of Change Orders 19-23 Tab 3
 - F.** Ratification of Construction Requisitions 12-21 Tab 4
- 5. BUSINESS ITEMS**
 - A.** Consideration of Resolution 2019-01; Designating Officers Tab 5
 - B.** Monthly Landscape Report/Consideration of Proposals ... Tab 6
 - C.** Monthly Irrigation Report Tab 7
 - D.** Monthly Aquatic Service Update Tab 8
 - E.** Discussion of Bond Re-funding Projects
 1. Consideration of Cardno Playground Drainage Proposal Tab 9
 2. Consideration of Cardno Nature Trail Proposal Tab 10
 - F.** Consideration of Field Services Contract Tab 11
 - G.** Discussion of Shared Bike Lane Tab 12
 - H.** Presentation of Series 2006 Arbitrage Report Tab 13
 - I.** Ratification of Holiday Lighting Proposal Tab 14
- 6. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** District Manager
 1. Financial Status Update
 2. Action Item List Tab 15

- 7. **AUDIENCE COMMENTS**
- 8. **SUPERVISOR REQUESTS**
- 9. **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, October 1, 2018 and called to order at 4:03 p.m.** at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

Present and constituting a quorum:

Stewart Gibbons	Board Supervisor, Chairman
Jack Knowles	Board Supervisor, Assistant Secretary
Peter Rundel	Board Supervisor, Assistant Secretary

Also present were:

Greg Cox	District Manager, Rizzetta & Company
Alyssa Willson	District Counsel, Hopping Green & Sams, P.A.
	<i>(via. conf. call)</i>
David O'Brien	District Engineer, Clearview Land Design
	<i>(via. conf. call)</i>

Audience	Present
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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

No audience comments.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
September 10, 2018**

Mr. Cox presented the meeting minutes of the Board of Supervisors' meeting held on September 10, 2018.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
October 1, 2018 - Minutes of Meeting
Page 2

On a Motion by Mr. Knowles, seconded by Mr. Rundel, with all in favor, the Board of Supervisors unanimously approved the minutes of the Board of Supervisors' Meeting held on September 10, 2018, as presented, for the Connerton West Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for August
2018**

Mr. Cox presented the Operations and Maintenance expenditures report for August 2018.

On a Motion by Mr. Knowles, seconded by Mr. Rundel, with all in favor, the Board of Supervisors unanimously ratified the payment of the Operations and Maintenance expenditures for August 2018 in the amount of \$88,680.39 for the Connerton West Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Requisitions 8-11

On a Motion by Mr. Rundel, seconded by Mr. Knowles, with all in favor, the Board of Supervisors unanimously ratified Construction Requisitions 8-11 for the Connerton West Community Development District.

SIXTH ORDER OF BUSINESS

Monthly Landscape Report

Mr. Cox presented the Field Inspection Report. The Board requested information from Brightview about their intentions to follow through with the replacement of bad sod in areas identified in the report and Mr. Van Helden indicated he would check with his Corporate Headquarters and provide a response back to the Board. He informed the Board that Brightview intended to complete all the deficiencies identified in the September 21, 2018 inspection report.

SEVENTH ORDER OF BUSINESS

Monthly Irrigation Report

Mr. Cox presented the irrigation report to the Board.

EIGHTH ORDER OF BUSINESS

Monthly Aquatic Service Update

The Board requested that Mr. Cox contact Cardno to find out why they are no longer submitting reports to the Board.

NINTH ORDER OF BUSINESS

Discussion of Bond Re-funding

The Board approved a proposal from Cardno for Owner Representative work for the playground drainage improvement project with the next step being for Ms. Willson to prepare the agreement with Cardno.

On a Motion by Mr. Rundel, seconded by Mr. Knowles, with all in favor, the Board of Supervisors unanimously approved a proposal from Cardno for Owner Representative work proposal for the playground drainage improvement project and directed District Counsel to prepare the agreement, for the Connerton West Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Fence Proposals

Mr. Cox presented fence proposals from New Tampa Fence and Fence Pro for a fence to be installed at the Gardens playground to the Board.

On a Motion by Mr. Rundel, seconded by Mr. Knowles, with all in favor, the Board of Supervisors unanimously approved the New Tampa Fence proposal in the amount of \$3,780.00, for the Connerton West Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of District Management Contract

Mr. Cox presented a revised District Management contract with Rizzetta & Company to the Board.

On a Motion by Mr. Rundel, seconded by Mr. Gibbons, with all in favor, the Board of Supervisors unanimously approved the Rizzetta & Company District Management contract, for the Connerton West Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Parcel 218 WREC Lighting Agreement

On a Motion by Mr. Knowles, seconded by Mr. Rundel, with all in favor, the Board of Supervisors unanimously approved the Parcel 218 WREC Lighting Agreement, for the Connerton West Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

The Board discussed their concerns regarding the force main connection sidewalk blocking issue and requested that the District Engineer work to see if they can expedite getting the sidewalk open again.

The Board discussed the status of the repair of the sidewalks and the need to coordinate the start of the repairs with the start of a new insurance policy in January.

C. District Manager

Mr. Cox reminded the Board the next regular meeting is scheduled for November 5, 2018 at 6:00 p.m. at Club Connerton, 21100 Fountain Garden Way, Land O' Lakes, FL 34638.

Mr. Cox presented the action item list to the Board.

FOURTEENTH ORDER OF BUSINESS

Audience Comments

Mr. Jim Jackson commented how the builders are still installing Oak trees for street trees in the newly developing sections; the storm drains needing repairs by the builders; and a roadway depression on Passive Porch Street.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Gibbons discussed the upcoming government meetings being held regarding the development of Ridge Road and how important it is that the Board sends a message of how important this roadway will be. The Board acted to authorize staff to prepare a letter from the Board in support of the roadway and to authorize the Chairman to sign the letter on the behalf of the Board and to also send the letter to all the residents along with a request that they sign a petition letter themselves to add more support.

On a Motion by Mr. Gibbons, seconded by Mr. Rundel, with all in favor, the Board of Supervisors unanimously authorized staff to prepare a letter from the Board in support of the roadway and authorized the Chairman to sign the letter on the behalf of the Board and to send the letter to all the residents along with a request that they sign a petition letter themselves add more support, for the Connerton West Community Development District.

The Board requested that Stan put roadway sealant down over those areas where paint was spilled on the roadways.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
October 1, 2018 - Minutes of Meeting
Page 5

154
155 Mr. Knowles requested information about the cleanup of dirt on the streets from
156 construction and Stan informed him that it had been cleaned up.

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158 **SIXTEENTH ORDER OF BUSINESS**

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158 **Adjournment**

On a Motion by Mr. Rundel, seconded by Mr. Gibbons, with all in favor, the Board adjourned the meeting at 5:35 p.m. for the Connerton West Community Development District.

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164 Assistant Secretary

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164 Chairman / Vice-Chairman

Tab 2

Connerton West Community Development District

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

Operations and Maintenance Expenditures September 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$221,976.18**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton West Community Development District
Paid Operation & Maintenance Expenditures
September 1, 2018 Through September 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Ballenger & Company, Inc.	002223	18381	Irrigation Maintenance 08/18	\$ 7,396.00
Ballenger & Company, Inc.	002223	18392	Water Use Reporting to State Agency 08/18	\$ 1,385.00
Ballenger & Company, Inc.	002223	18398	Irrigation Maintenance 08/18	\$ 820.00
BrightView Landscape Services, Inc.	002217	5817909	Bermuda Fertilization 06/18	\$ 3,800.00
BrightView Landscape Services, Inc.	002224	5913005	Additional Maintenance Areas 211-213 08/18	\$ 970.00
BrightView Landscape Services, Inc.	002224	5935213	Remove Dead Trees and Stump Grind on PPP/Install Sod 08/18	\$ 581.25
BrightView Landscape Services, Inc.	002232	5942067	Fill in Twelve Blue Daze Perennials 08/18	\$ 541.20
BrightView Landscape Services, Inc.	002241	5917197	Landscape Maintenance 09/18	\$ 22,677.33
BrightView Landscape Services, Inc.	002241	5951201	Landscape Maintenance 09/18	\$ 5,182.43
Connerton Community Association, Inc.	002233	201816	Salary Reimbursement 08/18	\$ 3,560.00
Connerton Development Holdings, LLC	002242	091918	Reimbursement for WREC Deposit Paid By Developer 09/18	\$ 98,897.00
Disclosure Services, LLC	002234	1	Amortization Schedule Series 2006A-2 5-1-18 09/18	\$ 500.00
Hopping Green & Sams	002218	102168	General Counsel/Monthly Meeting 07/18	\$ 4,397.91
Jack Knowles	002237	JK091018	Board of Supervisors Meeting 09/10/18	\$ 200.00
Jeremy R. Cohen	002225	080918 Cohen	Off Duty Patrols 08/09/18	\$ 350.00
Jeremy R. Cohen	002225	082218 Cohen	Off Duty Patrols 08/22/18	\$ 200.00
Jeremy R. Cohen	002225	082818 Cohen	Off Duty Patrols 08/28/18	\$ 200.00
Jerry Richardson	002246	1145	Monthly Hog Removal Service 09/18	\$ 800.00
K. Johnson's Lawn & Landscaping, Inc.	002244	15508	Mowing of Connerton Bike Trail 09/18	\$ 700.00
Kevin Eric Hamilton	002227	080718 Hamilton	Off Duty Patrols 08/07/18	\$ 200.00
Kevin Eric Hamilton	002227	081418 Hamilton	Off Duty Patrols 08/14/18	\$ 200.00
Kevin Eric Hamilton	002227	081918 Hamilton	Off Duty Patrols 08/19/18	\$ 100.00
Kevin Eric Hamilton	002227	082618 Hamilton	Off Duty Patrols 08/26/18	\$ 100.00
Land Assessment Services, Inc.	002219	01833-00951	Sampling/Chemical Testing Event No.18 06/18	\$ 5,760.00
Mobile Mini, Inc.	002228	9004814172	Acct# 10023746 Mobile Storage Rental 08/26-09/22/18	\$ 194.07

Connerton West Community Development District
Paid Operation & Maintenance Expenditures
September 1, 2018 Through September 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pasco County	002229	Pasco Water Summary	Water Summary 08/18	\$ 64.89
Pasco County	002245	Pasco Water Summary	Water Summary 08/18 A	\$ 43.69
Patrick J. Elmore	002226	081518 Elmore	Off Duty Patrols 08/15/18	\$ 200.00
Patrick J. Elmore	002226	082918 Elmore	Off Duty Patrols 08/29/18	\$ 200.00
Patrick J. Elmore	002226	083018 Elmore	Off Duty Patrols 08/30/18	\$ 200.00
Peter C Rundel	002239	PR091018	Board of Supervisors Meeting 09/10/18	\$ 200.00
Richard A. Dombrowski	002235	RD091018	Board of Supervisors Meeting 09/10/18	\$ 200.00
Rizzetta & Company, Inc	002220	INV0000034730	District Management Fees 09/18	\$ 6,083.33
Rizzetta Technology Services, LLC	002221	INV000003673	Email & Website Hosting Services 09/18	\$ 175.00
Ryan Becwar	002240	RB091018	Board of Supervisors Meeting 09/10/18	\$ 200.00
Site Masters of Florida, LLC	002231	090618-2	Graded Common Areas 09/18	\$ 4,800.00
Site Masters of Florida, LLC	002231	090718-1	Remediated Void at Curb Inlet on Bluesky Vine Dr. 09/18	\$ 2,200.00
Stahl & Associates	002230	083018-01	Utility Bond Renewal #41372939- WREC 08/18	\$ 993.00
Stewart Gibbons	002236	SG091018	Board of Supervisors Meeting 09/10/18	\$ 200.00
Suncoast Pool Service	002247	4728	Swimming Pool Service/Chemical/Debris Removal	\$ 250.00
Times Publishing Company	002238	676788 08/31/18	Acct# 119853 Legal Advertising 08/18	\$ 90.40
Withlacoochee River Electric Cooperative Inc.	002222	Electric Summary Bill-	Electric Summary Bill-07/18	\$ 22,443.73
Withlacoochee River Electric Cooperative Inc.	002248	Electric Summary Bill-	Electric Summary Bill-08/18	<u>\$ 23,719.95</u>
Report Total				<u>\$ 221,976.18</u>

Connerton West Community Development District

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

Operations and Maintenance Expenditures October 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$73,571.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton West Community Development District
Paid Operation & Maintenance Expenditures
October 1, 2018 Through October 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Alexander Conran	002257	092718 Conran	Off Duty Patrols 09/27/18	\$ 200.00
Ballenger & Company, Inc.	002253	18426	Irrigation Maintenance 09/18	\$ 7,396.00
Ballenger & Company, Inc.	002253	18437	SWFWMD Meter Reading/Irrigation Pump Station 09/18	\$ 1,300.00
Ballenger & Company, Inc.	002253	18442	Irrigation Repairs 09/18	\$ 1,200.00
BrightView Landscape Services, Inc.	002250	5958095	Palm Fertilizer 09/18	\$ 728.00
BrightView Landscape Services, Inc.	002250	5958100	Additional Maintenance Areas 211-213 09/18	\$ 970.00
Cardno, Inc.	002254	261742	Monthly Lake Management 08/18	\$ 3,530.00
Cardno, Inc.	002254	261780	Monthly Mitigation Maintenance - V2 PH 1 & 3 08/18	\$ 2,250.00
Clearview Land Design, P. L.	002251	18-11707	Engineering Services 09/18	\$ 2,072.50
Clearview Land Design, P. L.	002251	18-11708	Engineering Services-Refinancing Series 2004 Bonds 09/18	\$ 265.00
Connerton Community Association	002271	99	CDD Meetings 7/18-10/18	\$ 250.00
Connerton Community Association, Inc.	002255	201818	Salary Reimbursement 09/18	\$ 2,390.00
Disclosure Services, LLC	002258	2	Amortization Schedule Series 2015A-2 11-1-18 10/18	\$ 250.00
Hopping Green & Sams	002261	102873	General Counsel/Monthly Meeting 08/18	\$ 5,181.04
Jack Knowles	002262	JK100118	Board of Supervisors Meeting 10/01/18	\$ 200.00
Jeremy R. Cohen	002256	090618 Cohen	Off Duty Patrols 09/06/18	\$ 200.00
Jeremy R. Cohen	002256	092018 Cohen	Off Duty Patrols 09/20/18	\$ 350.00
Jeremy R. Cohen	002256	092618 Cohen	Off Duty Patrols 09/26/18	\$ 200.00
Kevin Eric Hamilton	002260	091818 Hamilton	Off Duty Patrols 09/18/18	\$ 200.00
Kevin Eric Hamilton	002260	091918 Hamilton	Off Duty Patrols 09/19/18	\$ 200.00
Mobile Mini, Inc.	002264	9004975364	Acct# 10023746 Mobile Storage Rental 09/23/18-10/20/18	\$ 194.07
Pasco County	002265	Pasco Water Summary 09/18 A	Water Summary 09/18 A	\$ 80.01
Pasco County	002272	Pasco Water Summary 09/18	Water Summary 09/18	\$ 40.74
Peter C Rundel	002267	PR100118	Board of Supervisors Meeting 10/01/18	\$ 200.00

Connerton West Community Development District
Paid Operation & Maintenance Expenditures
October 1, 2018 Through October 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc	002266	INV0000035336	Assessment Roll Preparation FY 18/19	\$ 5,000.00
Rizzetta & Company, Inc	002266	INV0000035458	District Management Fees 10/18	\$ 6,283.33
Rizzetta Technology Services, LLC	002252	INV0000003760	Email & Website Hosting Services 10/18	\$ 175.00
Schappacher Engineering, LLC	002273	1194	Prepare Map of Sidewalk Repairs 09/18	\$ 123.75
Site Masters of Florida, LLC	002268	101018-2	Remove Wax Myrtles Along Eastern Pond Bank 10/18	\$ 6,000.00
Stahl & Associates	002249	092818-1	Utility Bond For WREC #41372939 FY18/19	\$ 2,724.00
Stahl & Associates	002269	100518-01	Increase Utility Bond For WREC #41372939 FY17/18	\$ 197.00
Stewart Gibbons	002259	SG100118	Board of Supervisors Meeting 10/01/18	\$ 200.00
Times Publishing Company	002263	685973 09/21/18	Acct# 119853 Legal Advertising 09/18	\$ 124.00
Withlacoochee River Electric Cooperative Inc.	002270	Electric Summary Bill- 09/18	Electric Summary Bill-09/18	<u>\$ 22,897.19</u>
Report Total				<u><u>\$ 73,571.63</u></u>

Tab 3

CHANGE
ORDER

Distribution:

Contractor
Subcontractor

Project: Connerton Ph IA, IIA, & Mass Grading
1B, 2B, & 1C

Change order number: 19
Initiation Date: 9/30/2018
Contract for: Site Development

To: (Subcontractor)
Deeb Construction & Development Co.
9400 River Crossing Blvd Suite 102
New Port Richey, Florida 34655

DESCRIPTION
Ferguson Waterworks D.P.O. #218-001

TOTAL
(\$31,883.44)

See attached for source documents

TOTAL FOR THIS CHANGE ORDER (\$31,883.44)

Not valid until signed by the Contractor

Signature of the Subcontractor indicates his agreement herewith, including any adjustment in the
Contract Sum or Contract Time

The Original Contract Sum	\$4,824,688.33
Net change by previously authorized Change Orders	\$382,515.82
The Contract Sum prior to this Change Order was	\$5,207,204.15
The Contract Sum by this Change Order	(\$31,883.44)
The new Contract Sum including this Change Order will be	\$5,175,320.71

Engineer
Clearview Land Design, P.L.
213 E. 6th Avenue
Tampa, FL 33605

Subcontractor
Deeb Construction & Development Co.
9400 River Crossing Blvd Suite 102
New Port Richey, Florida 34655

Owner
Connerton West Community
Development District
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Signature
Date: 10/8/2018

Signature
Date: 10-7-18

Signature
Date:



9400 River Crossing Blvd, Ste 102
New Port Richey, Florida 34655
Phone (727) 376-6831
Fax (727) 376-5973
License # CUC1223808

LETTER OF TRANSMITTAL

Date September 30, 2018
Attn Tiffany Judd
CO # 19
Project Name Connerton PRCL 218
Prepared By Teresa Deeb

To Deeb Construction & Development Co
9400 River Crossing Blvd Ste. 102
New Port Richey, FL 34655

We are sending you the following via ☐ US Mail ☐ Hand Delivery ☒ Email ☐ UPS/Fed-Ex
☐ Facsimile (☐ pages)

Copies	Item/Invoice #	Description/Date	Amount
1	1698518	Ferguson waterworks 9/19/18	\$23,146.07
1	1697052	Ferguson waterworks 9/13/18	\$2,666.25
1	1690318-1	Ferguson waterworks 8/30/18	\$4,266.40
			\$30,078.72

The above items are transmitted to you ☐ For approval ☐ Approved as submitted
☒ For your use ☐ Returned for corrections
☐ As requested ☐ For review & comment
☐ Approved as noted ☐ Review & return by
☐ For bids due ☐ See remarks below

Remarks _____

**9400 River Crossing Blvd, Ste 102
New Port Richey, Florida 34655
Phone (727) 376-6831
Fax (727) 376-5973
License # CUC1223808**

LETTER OF TRANSMITTAL

Date	October 31, 2018
Attn	Tiffany Judd
CO #	22
Project Name	Connerton PRCL 218
Prepared By	Teresa Deeb

To: Deeb Construction & Development Co
9400 River Crossing Blvd. Ste 102
New Port Richey, FL 34655

We are sending you the following via ☐ US Mail ☐ Hand Delivery ☒ Email ☐ UPS/Fed-Ex
☐ Facsimile (pages)

[illegible]

The above items are transmitted to you

<input type="checkbox"/>	For approval	<input type="checkbox"/>	Approved as submitted
<input checked="" type="checkbox"/>	For your use	<input type="checkbox"/>	Returned for corrections
<input type="checkbox"/>	As requested	<input type="checkbox"/>	For review & comment
<input type="checkbox"/>	Approved as noted	<input type="checkbox"/>	Review & return by
<input type="checkbox"/>	For bids due	<input type="checkbox"/>	See remarks below

Remarks.

SOUTHERN PRECAST CONCRETE CORPORATION

1502 Savannah Avenue
Tarpon Springs, FL 34689
727 937-4808
E Mail: southernprecast@verizon.net

☒ INVOICE

Date: 10/22/18

☐ PICKUP TICKET

☐ DELIVERY TICKET

Invoice#4078

Customer: Connerton West CDD
C/O: Rizzeta & Co, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

Project: Connerton Parcel 218, Phase 3

Purchase Order #218-006

Quantity	Description	Unit Price	Total
	Sanitary Manholes		
9 EA	0-6 FT Deep	1088.00	9792.00
5 EA	6-8 FT "	1348.00	6740.00
	Sub Total		16532.00
	Tax		Exempt
	Freight		INCL.
	Balance Due		\$16,532.00

CHANGE
ORDER

Distribution

Contractor

Subcontractor

Project: Connerton Ph IA, IIA, & Mass Grading
1B, 2B, & 1C

Change order number: 23
Initiation Date: 11/15/2018
Contract for: Site Development

To: (Subcontractor)
Deeb Construction & Development Co.
9400 River Crossing Blvd Suite 102
New Port Richey, Florida 34655

DESCRIPTION	TOTAL
WREC SLEEVES Phase 1B & 1C	\$2,000.00

See attached for source documents

TOTAL FOR THIS CHANGE ORDER \$2,000.00

Not valid until signed by the Contractor

Signature of the Subcontractor indicates his agreement herewith, including any adjustment in the
Contract Sum or Contract Time

The Original Contract Sum	\$4,824,688.33
Net change by previously authorized Change Orders	\$240,076.16
The Contract Sum prior to this Change Order was	\$5,064,764.49
The Contract Sum by this Change Order	\$2,000.00
The new Contract Sum including this Change Order will be	\$5,066,764.49

Engineer
Clearview Land Design, P.L.
1213 E. 6th Avenue
Tampa, FL 33605

Subcontractor:
Deeb Construction & Development Co.
9400 River Crossing Blvd Suite 102
New Port Richey, Florida 34655

Owner:
Connerton West Community
Development District
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Signature
Date: 11/20/2018

Signature
Date: 11/15/18

Signature
Date:

CONNERTON WREC SLEEVES
DEEB CONSTRUCTION & DEVELOPMENT
PROPOSAL
11/14/2018

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
WREC SLEEVES	LF	400.00	\$5.00	\$2,000.00
			SUBTOTAL:	\$2,000.00

Tab 4

**CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 CONSTRUCTION ACCOUNT
REQUISITION RECAP FOR BOARD APPROVAL
ON DECEMBER 3, 2018**

REQUISITION NO.	PAYEE	AMOUNT
12	Clearview Land Design PL	\$1,817.50
13	Deeb Construction & Dev.	\$257,360.97
14	Ferguson Waterworks	\$30,078.72
15	Hopping Green & Sams	\$1,550.60
16	Clearview Land Design, PL	\$425.00
17	Deeb Construction & Dev	\$428,747.81
18	Ferguson Waterworks	\$66,294.32
19	Hopping Green & Sams	\$1,097.50
20	Mack Industries, Inc.	\$21,472.00
21	Southern Precast Concrete Corp.	\$16,532.00

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE, SUITE 115 · TAMPA, FLORIDA 33625

October 16, 2018

U.S. BANK NATIONAL ASSOCIATION

Connerton West Capital Improvement Revenue and Refunding Bonds, Series 2018-1 & 2018-2

Attention: Lisa M. Cruz
225 East Robinson Street
Suite # 250
EX-FL-UORT
Orlando, FL 32801

RE: Capital Improvement Revenue and Refunding Bonds, Series 2018-1 & 2018-2
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

- A) DEEB AND FERGUSON VIA UPS**
- B) ALL OTHERS VIA USPS**

REQUISITION NO.	PAYEE	AMOUNT
12	Clearview Land Design, P.L.	\$1,817.50
13	Deeb Construction & Development	\$357,360.97
14	Ferguson Waterworks	\$30,078.72
15	Hopping Green & Sams	\$1,550.60

If you have any questions regarding this request, please do not hesitate to call me at (813) 933-5571. Thank you for your prompt attention to this matter.

Sincerely,
CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT

Greg Cox
District Manager

Tab 5

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS 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 Board of Supervisors of the District desires to designate the Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2018.

**CONNERTON WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 6

CONNERTON WEST

FIELD INSPECTION REPORT



October 8, 2018

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 October, all St. Augustine, Bermuda and Bahia turf shall receive an application of 24-0-11 fertilizer with a pre-emergent herbicide. Additionally, all Ornamentals shall receive an application of 10-4-12 fertilizer.
- ❑ Most Pentas should come out as they are beginning to decline. This is probably due to them needing less water than the Angelonia, yet receiving the same amount.
- ❑ **BV still needs to replace turf at the Soccer Field Park prior to their departure. All previously reported sod issues must be resolved before the end of the contract or the BOS may withhold money to replace it with the incoming contractor.**

The following are action items for BrightView 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.

1. **There has been little, if any, improvement to the stressed sod on Connerton Blvd. near US 41. These areas have been in my reports since at least March. (Pic 1)**



5. There are still too many weeds in the Saw Palmetto bed on the south side of Connerton Blvd. east of US 41.



2. Many of the weeds reported in last month's report may have been sprayed and have died, but there are still far too many live weeds and the dead ones need to be hand removed. (Pics 2a & b>)
3. There is further stressed turf on the Connerton Blvd. median heading east from US 41. (Pic 3, Page 3>)
4. Star Jasmine needs to be tipped on the median east of US 41. Remove tall weeds.



Connerton Blvd.

6. There is no improvement in the condition of this bed on the CB median originally reported last month. (Pic 6)



7. Also last month the beds on the back side of the sidewalk on top of the CB ridge were reported to have been overtaken by weeds and they still are. Closer to the “fishbowl” area, weeds are present that are taller than the Coontie Palms in the same bed.
8. Stressed turf continues eastbound on CB both in the ROW as well as on the median. Pic 8 is near the beginning of Rose Cottage. What is being done to turn this around? (Pic 8>)
9. The sidewalk leading up to the playground area at Rose Cottage is still very weedy.



10. Why are dead Pentas being left in the beds? These should be removed. Both sides as well as the median at the Arbors entrance have many dead Pentas that need to be removed.

11. Eradicate the weeds in the open beds under the Pines in the large lawn east of the Arbors entrance.

12. Also the open bed of mulch in the middle of the median leading up to the Club Connerton roundabout from the west also needs to be maintained weed-free.

13. I also do not understand why the dead plants have remained in the median on Fountain Garden Way on the south side of the roundabout. These need to be removed. There is also questionable turf on this median.

14. Just west of the roundabout there is a Pine that appears to have some sort of Gall near the crotch of two branches and one of the branches is completely dead and should be removed properly.



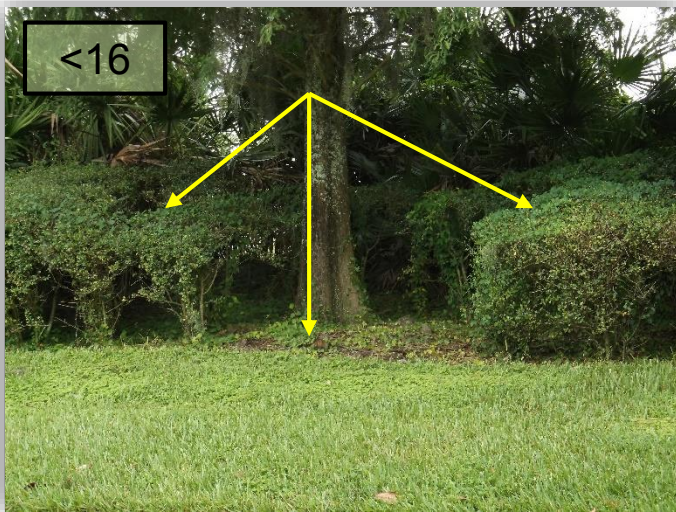
15. Heading west on CB past The Arbors, there is more questionable turf as well as weedy Juniper beds.

16. Beds on the north side of CB a couple hundred feet east of Symphony are once again being overtaken by vining weeds. (Pic 16>)



Connerton Blvd., Gardenia Glen North, Blue Mist

17. Although the weeds in the beds west of Symphony have been treated, the dead weeds now need to be hand removed.
18. Remove the low-hanging limb on the first Oak west of Symphony.
19. Past the Oak mentioned above, hand remove dead growth from Schillings on the north side of the sidewalk and treat with fungicide, if required.
20. The beds just east of where the sidewalk is lifted on the north side of CB by a Pine are all weed covered. Plus an Oak has an extremely low-hanging limb that needs to be removed. Tall Dog Fennel and Salt Bush are also present.
21. There is another area of turf indicative of Chinch Bug infestation on the north side of CB between the street and sidewalk just before getting to the Juniper beds.
22. Judging from the amount of dead weed material above the plants It appears that perhaps an overspray of herbicide was applied to eradicate weeds near US 41 north side of CB. If plants die, we should hold BV accountable. **This bed looks horrible!** (Pic 22>)
23. East of the Gardenia Glen north entrance, trim up the shrub-type Bottlebrush and remove large weeds form the bed. Remove suckers from trees including Hollies in the same area. Remove dead growth from the African Iris.
24. Inspect the Cedars on the east side of GG north entrance and treat accordingly. Report findings and treatment plan.
25. There is an East Palatka Holly that has snapped near the ground and needs to be removed along the Pond Bank N
26. The Ponds along Flourish Dr. leading to the school need to be maintained better at the water's edge as well as around the control structures.
27. Trim the plants in the center of the CB & Blue Mist roundabout. Remove weeds.
28. Diagnose and treat accordingly the turf between the Azaleas and curb and gutter along the Blue Mist ROW heading south to PPP.

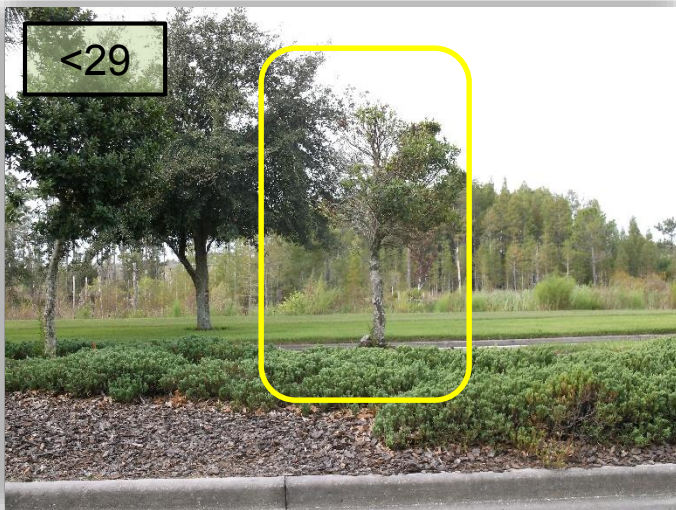


29. Remove a half dead tree approximately half way between the Gardens entrance and the PPP/Blue Mist roundabout. (Pic 29>)
30. Thoroughly drench and cut to a low mound the grasses just past the angled wall on the SE corner of GG. (Pic 30>)



Gardenia Glen, Pleasant Plains Parkway, Lagerfeld

- 31. An Oak on the median a couple hundred feet west of the south GG entrance needs to be limbed up. It has a very wild and unruly branch structure.
- 32. Beds approaching Passive Porch on PPP east bound need to be detailed including weeding and soft-edging.
- 33. Remove a dead tree on the PPP median outside Passive Porch. (Pic 33>)
- 34. When is the turf being replaced on the north side of PPP between Passive Porch and Savory Walk?
- 35. About 300' west of Savory Walk on the north side of PPP, there is more turf indicative of chinch bug damage. (Pic 35>)



- 36. Remove Broom Sedge from the Fakahatchee Grasses west of the south entrance into the Arbors.

- 37. Monitor a Shumard Oak west of Lagerfeld. (Pic 37)



Pleasant Plains Parkway, Jasmine Abbey, Billowy Jaunt, Storybrook Park

38. On the PPP medians where construction was taking place, dead Juniper removal and other cleanup now needs to occur.

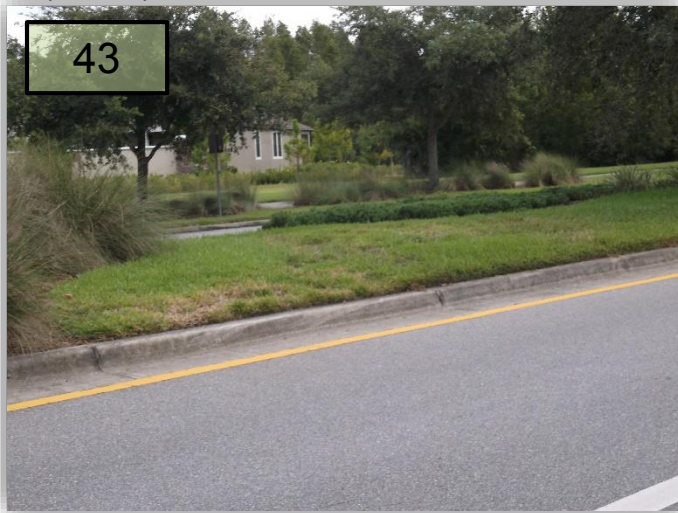
39. Inspect the turf on the median leading to US 41 on PPP just east of McDonalds driveway. Diagnose and report back treatment plan.

40. Remove weeds and vines from the plant beds adjacent to the bank at US 41 on PPP.

41. Monitor another two Shumard Oaks, one on the south side of PPP between the two brick walls at Lagerfeld and Cressida and another on the south side of PPP east of Diamonte. They too have dead leaves that have not yet dropped.

42. Fakahatchee Grasses on the south side of PPP west of Diamonte need to be drenched and cut to a low mound.

43. Inspect the turf on the median of PPP just east of the Forget-Me-Not roundabout first reported, but not photographed, last month. (Pic 43)



44. Eradicate the Torpedograss in the Juniper on the same median as above.

45. There are more patches of stressed turf west of the entrance into Jasmine Abbey. Inspect, diagnose and treat accordingly.

46. The turf in Chrysalis Cay Park should be much greener at this time of year.

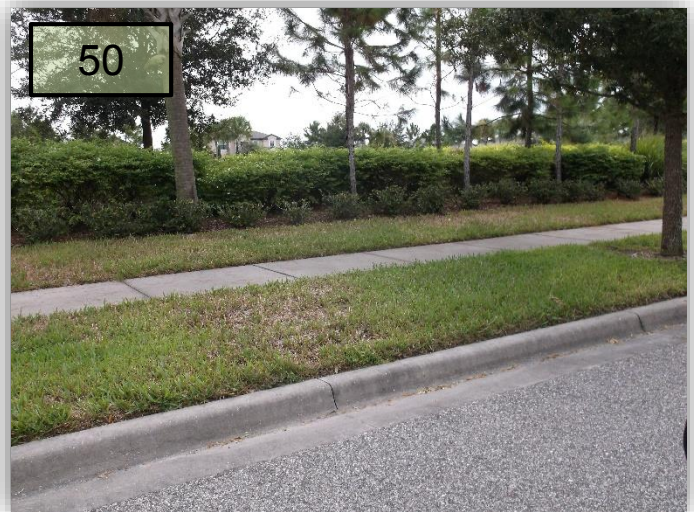
47. Both pocket parks on Winsome Way need to be fertilized and treated for weeds. What is the status of the "Take-All Root Rot" previously thought to be affecting the turf in these two parks?

48. A dumpster needs to be removed on a CDD-maintained tract on the south side of Billowy Jaunt west of Sunlit Horizon. Its presence does not allow this area to be mowed. (Pic 48)



49. Remove dead growth from the bed of African Iris on the NW corner of Storybrook Park.

50. As mentioned in the summary, dead patches of turf remain at Storybrook Park. (Pic 50)



Storybrook Park, Scrolled Gate Park, Garden Party Park

51. Many of the Sandankwa Viburnum around the south end of Storybrook Park are leafless sticks. What is the diagnosis and treatment program for these plants?

52. The turf on the oblong Butterfly Kiss cul-de-sac should be much greener this time of year.

53. The turf needs to be inspected in the cul-de-sac of Shady Pavilion. (Pic 53)



54. Inspect, diagnose and treat the turf in the middle of Scrolled Gate Ct. Park. (Pic 54)



55. Detail Juniper beds at the south end of the Arbors. It may also be necessary to apply a fungicide to the Hollies at this location. Cut back Jasmine from all ornamental grasses. (Pic 55>)

56. Detail the beds on Winsome Way cul-de-sac.

57. Inspect, diagnose and treat a bad patch of turf at the west end of Magnolia Park. (Pic 57)



58. Remove weeds from the beds on the north side of Rose Pointe entrance.

59. Dead annuals in front of the Garden Party Park monument need to be removed. There are also Broom Sedge in the Ornamental Grasses as well as dead growth that both need to be removed at the SE corner of GPP.

60. As mentioned in the summary, there are MANY areas of stressed turf that need to be addressed before the end of BV's contract. Photos 60 a & b represent some of these areas in GPP. (Pics 60 a & b>)



Garden Party Park

61. There are also inexcusable dead rings of turf surrounding trees where herbicide was carelessly applied. These should also be replaced. (Pics 61 a & b)



62. What also appears to be a careless application of herbicide at the north end of GPP by the monument may have resulted in the death of the Pentas. (Pic 62)



63. Sloppy sidewalk edging GPP north. (Pic 63)



Garden Party Park, The Arbors, Rose Cottage

64. The Rose Cottage cul-de-sac needs to be detailed. (Pic 64)



65. The berms separating Rose Cottage from the playground area are both extremely weedy. (Pic 65)



66. There are also just as many weeds in the Arbors entrance on Connerton Blvd. (Pic 66>)



67. No response was provided to last month's question regarding what is causing the Sunshine Ligustrum to fail on the median at Arbors north. Have these even been looked at?



Blank Tab



Connerton CDD Monthly Report

November.2018

		Date Scheduled		Date Scheduled
	<u>Mow</u>		<u>Mulch/Pine Straw</u>	
Connerton Blvd W-Fluorish Dr	Monday	Nov 5,19	April	
Pleasant Plains W-Wonderment Way	Tuesday	Nov 6,20	October	Nov 19-29
Westerland Dr-CH and Other areas	Wednesday	Nov 7,21		
	Thursday	See detail	<u>Palm Trimmings</u>	Aug and Jan
	<u>Detail Day</u>		<u>Annuals</u>	
Connerton Blvd W-Fluorish Dr	1	Nov 8,12,27	March	
Pleasant Plains W-Wonderment Way	2	Nov 13,14,28	June	
Westerland Dr-CH and Other areas	3	Nov 15,26,29	September	
			December	Dec 3-4
	<u>Fertilization</u>		<u>Proposals</u>	
	St. Augustine		Bermuda Care Program	
	Bahia		Property Cleanup	
	Zoysia		WaxMyrtle Pond cleanup	
	Bermuda		Annuals	
8N-2P205-12K20+4Mg 1.5# 364 lbs	Palms	Nov 29,	Mulch	
	Ornamentals			
	<u>Deficiencies</u>		<u>Bush Hog Ponds</u>	
	St. Augustine nutrients		NONE	
	<u>Needs Special Attention</u>		<u>Problem Areas</u>	
	Possible Bermuda nematodes		Bermuda	
	Bermuda soil test/tode assay		Juniper	



PROPOSAL



#3

Date: 10-24-18

PROPERTY: Connerton CDD

SCOPE OF WORK: October Mulch and Pine Straw Topdressing to be completed by November 22.

Install 2000 Bales of Pine Straw at \$6.75 per bale
Total \$13,500

Install 600 CY of Mini Pine Bark Nuggets at \$42.50 per CY
Total \$25,500

Grand Total \$39,000.00

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: Jason Chambrot

Signature

Jason Chambrot

Signature:



PROPOSAL



#4

Date: 10-24-18

PROPERTY: Connerton CDD

SCOPE OF WORK: December rotation of annuals.

Install 5,000 annuals (Red Snap Dragons, White/Blue Pansy, Dusty Miller)

Tentative install is week of December 6

Grand Total \$8,750.00

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: Jason Chambrot

Signature

Jason Chambrot

Signature:



PROPOSAL



#5

Date: 11-12-18

PROPERTY: Connerton CDD

SCOPE OF WORK: Connerton Bermuda Care (Soccer Field Only)

Yearly Bermuda maintenance to include Verticut, Aerification, Roll, topdress, drag, pre/post-emergent herbicide, Soil Amendments, Nematicide and ant control

Area 1- Soccer Field

December 2018

Verticut (breaks up stolons to produce more leaves for a denser turf)

Solid tine Aerify (breaks apart tightly bonded soil particles for water and air flow)

Wetting agent (this repairs Hydrophobic soil which prevents water from penetrating the surface of the soil and gives red ants the perfect habitat)

Roll (just a light roll to smooth out the bumpy surface, heavy topdress and dragging around the soil helps too)

\$3,140.00

2 apps Tribute \$470 each in December 2018 for heavy weed infestation of sedge, crabgrass, goosegrass, spurge and other broadleaf weeds

\$940

4 apps Indemnify (for nematode control based on Nov soil samples)

November and December 2018, June and July 2019 at \$1,330 each

\$5,320.00

Verticut, Core Aerify (remove poor soil), apply wetting agent (for Hydrophobic soil) and roll in May 2019

\$3,140.00



PROPOSAL



Add Soil Amendments in December 2018 Based on Nov soil samples m=1000 sqft
(Does not include May amendments but I would pull samples and propose more amendments based on May's soil sample)

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

\$1,375.00

Topdress and drag 45 Cubic Yards of Comand Topdress soil in May (replace the poor soil with clean soil and help levels low spots in turf)

\$2,850.00

Chemicals and Fertilizer

.67 Ronstar for Goosegrass control February 1, April 30 at \$500 each

\$1,000.00

Specticle 4.5 oz for Goose/Crab/Signalgrass,, Sedge, Spurge and broadleaf weed

Apply July and August at \$250 each

\$500.00

Top Choice make application in January for year long red ant control (not guaranteed along cracks and in any areas where soil may be disturbed.)

\$750.00



PROPOSAL



2018

November \$1,330 Indemnify Nematicide

December \$6,785 Indemnify Nematicide, Verticut, Aerify, Roll, Wetting Agent, Soil Amendments

2019

January \$750 Top Choice

February \$500 Ronstar pre-emergent

April \$500 Ronstar pre-emergent

May \$5,990 Verticut, Aerify, Roll, Wetting Agent, Top Dress

June \$1,330 Indemnify Nematicide

July \$1,580 Spectacle pre-emergent, Indemnify Nematicide

August \$250 Spectacle pre-emergent

Grand Total: \$19,015.00

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: Jason Chambrot

Signature

Jason Chambrot

Signature:

Tab 7



Ballenger & Company, Inc. - 2335 64th Pl. N. St. Petersburg, FL 33702

Irrigation Management Specialists

Telephone 727-520-1082

Fax 727-330-3698

gail@ballengerirrigation.com

IRRIGATION REPORT

DATE: October 25, 2018

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. On October 1st, decoder 85 faulted inside Gardenia Glen. It reset after cycling the power, so Sunrise was not notified of the issue. Between September 24th and October 22nd, a total of four decoders were replaced along with three solenoids. Two of the decoders and all three solenoids were no longer under warranty. On October 3rd new drip was installed below the Jasmine at the people crossing on the north side of Connerton Blvd and the drip on the south side of the road was properly staked down and a filter added. The new plants appear to be doing well and as soon as cooler weather arrives we will start cutting back on the irrigation. On the weekend of October 13th, the EP1 sustain pump started cycling once every 5 minutes. Gail visited the site on Sunday but didn't see obvious mainline leaks or any indication that a zone was hung open. On Monday morning Stan found a valve near the McDonalds that was runover by a vehicle. Dean was able to isolate the area and the repair was completed the following day. Also on October 16th, the team checked all of the irrigation in areas with new turf and made any necessary repairs. Since new turf was installed in some areas that were previously plant beds, there are some nozzle adjustments that still need to be made. Those should be finished by the end of the month.

The ET sensor located on the Hunter ACC controller at EP1 recorded 3.43" of ET and 1.71" of rain between September 24th and October 22nd. There were two significant rainfall events of over 0.25". The first on September 26th when 1" of rain was recorded and the second on October 10th, when 0.43" fell on the site. Since the local forecast called for drier weather in the area, the site was never shut down. The Hunter IMMS software was allowed to determine when to turn the system back on and how long each zone should operate based on ET data from the site. So far the system is working well and the only real adjustments have been for the new plant material.

The new handle for the blast box inside the EPI pump station is in and will hopefully be installed later this month. As previously reported, both pump stations need the filter bearings replaced. In addition, the filter at EP1 needs a new collector shaft and the 8" butterfly valve is very difficult to turn and needs to be replaced. The EP2 pump station needs a new touch screen as the current one is impossible to read. A proposal detailing all these repairs was sent on May 8th for the Board's consideration.

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 8

Connerton West CDD – October 2018 Storm water Pond System and Reservoir,
Observations and Notes.



- During the month of October 2018, Cardno was on site on 4 occasions to make observations, treatment or follow up on previous treatments of storm water ponds, reservoirs and discharge areas.
- The Connerton community experienced slightly below average rainfall, during this period.
- In addition to storm water ponds, critical discharge areas were inspected, to ensure function as engineered.
- The vast majority of Connerton community ponds are at or slightly below sod level and properly functioning.
- Pond (#46 and #42) residents had concern that pond berm had not been mowed in some time. I advised the resident I would note in my communication report.
- We were requested to make observations of pond (#50) regarding dumping of debris. Observations made were then reported, to CDD District Manager for review.
- Please note attached service report.

Thank you for this opportunity to communicate this review of activity with the Connerton West CDD.

Leonard Morrow
Mitigation Coordinator
Leonard.Morrow@cardno.com
Cell # (813)267-4436

RT21708000		Lake Management	✓
Project Name:	Connerton LM	Mitigation Maintenance	
Phase:	3018	Technician:	LDM
		Other	

TREATMENT DATE	AREAS TREATED / METHOD OF TREATMENT / RESTRICTIONS
10/01/18	Pond Treatment Algae and Vegetation
10/04/18	Pond Treatment Algae and Vegetation
10/10/18	Manual Cutting of Vegetation
10/22/18	Pond Treatment Algae and Vegetation

SPECIES TREATED:					
algae	✗	paragrass	-	Additional Services:	
alligator weed	✗	pennywort	✗	dead fish clean up	-
azola	✗	primrose willow	✗	midge treatments	-
bacopa	-	punk tree	-	trash pick-up	✗
bahiagrass	-	ragweed	-		
barnyard grass	-	salt bush	✗		
Bermuda grass	-	sedges	-		
Brazilian pepper	-	sesbania	✗		
caeserweed	-	soda apple	-		
Carolina willow	✗	southern niaid	-		
castorbean	-	Spanish needles	-		
cattail	✗	spike rush	✗		
Chinese tallow	-	thistle	-		
climbing hempvine	✗	torpedograss	✗		
cogongrass	✗	vetch	-		
dayflower	-	vines	✗		
dog fennel	✗	water fern	✗		
dollarweed	✗	water hyacinth	-		
duckweed	✗	water-lettuce	-		
elderberry	-	water-lily	-		
grasses	✗	watermeal	-		
hairy-pod cowpea	-	widgit grass	-		
hydrilla	-	wild taro	-		
hydrocotyle	✗				
indigo	✗				
Comments:					

Cardno made observations and treatment of observed vegetation and Algae. In addition we manually cut and removed excess vegetation as necessary.

Tab 9

**AGREEMENT BETWEEN CARDNO, INC. AND THE CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT
FOR CONSTRUCTION MANAGEMENT AND CONSULTING SERVICES**

This Agreement ("Agreement") is made and entered into effective this ____ day of October, 2018, by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, with a mailing address of 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 ("District"); and

CARDNO, INC., a Delaware corporation, with offices located at 20215 Cortez Boulevard, Brooksville, Florida 34601 (hereinafter "Consultant").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including recreational improvements, which includes, among other things, a playground facility; and

WHEREAS, design plans and specifications for the construction of the playground facility have been prepared and provided to the District by District's engineer, Clearview Land Design, P.L. (the "Design Plans and Specifications"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to solicit and review construction proposals and provide construction management and consulting services for drainage improvements to the playground facility; and

WHEREAS, Consultant provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and Consultant's proposal and scope of services, which are attached hereto as **EXHIBIT A** and incorporated herein by reference; and

WHEREAS, the District and Consultant ("Parties") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services described in Exhibit A (“Services”), attached hereto and incorporated by reference herein. Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met. Consultant shall report directly to the District Manager or his/her designee. The District may require Consultant to provide such evidence as the District requires assuring the District that the Services are provided to the District’s satisfaction. Consultant shall use all due care to protect the property of the District, its residents and landowners from damage.

SECTION 3. AUTHORITY OF CONSULTANT. Consultant shall have no right or authority, express or implied, to commit or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided herein and or specifically authorized in writing by the District.

SECTION 4. COMPENSATION. As compensation for the work, the District agrees to pay Consultant the amount set forth in Exhibit A. All additional work or services, and related compensation, shall be authorized in writing by the District.

SECTION 5. COMPLIANCE WITH LAWS. Consultant shall comply in all material respects with any applicable federal, state, or local laws, ordinances, rules, or regulations. Consultant shall promptly remedy any violation of any such law, ordinance, rule, or regulation known to the Consultant, to the extent that such remedy is in the Consultant’s control, and shall promptly notify the District Manager, District Counsel, of any such violation.

SECTION 6. INSURANCE. Consultant shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

SECTION 7. INDEMNIFICATION.

A. Consultant agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Consultant, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Consultant further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorney's fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

SECTION 12. TERMINATION. The District shall have the right to terminate this Agreement immediately at any time due to Consultant's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. Consultant shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Consultant agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

SECTION 13. INDEPENDENT CONTRACTOR. The Consultant and District agree that Consultant is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Consultant shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 15. AMENDMENT. 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 of the Parties hereto.

SECTION 16. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

SECTION 17. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Consultant: Cardno, Inc
10004 Park Meadows Dr.
Suite. 300
Lone Tree, Colorado 80124
Attn: Lance Lairscey, Director

2. If to District: Connerton West Community
Development District
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314
Attn: Roy Van Wyk

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the addresses set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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.

SECTION 18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 19. ASSIGNMENT. Consultant may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Consultant without the prior written approval of the District are void.

SECTION 20. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue shall be in Pasco County, Florida.

SECTION 21. EFFECTIVE DATE AND TERM. This Agreement shall become effective as of the date stated above and shall remain in effect unless otherwise terminated earlier in accordance with Section 12, above.

SECTION 22. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SECTION 23. 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.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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 **Gregory Cox** ("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 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 the 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 Consultant, 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 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) 933-5571, GCOX@RIZZETTA.COM, 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

SECTION 26. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

[Remainder of Page Left Intentionally Blank]

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

Attest:

**CONNERTON WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary,
Board of Supervisors

Chair/Vice-Chair, Board of Supervisors

CARDNO, INC.,
a Delaware corporation

Witness Signature

Sign: _____

Print Name: _____

Title: _____

Print Name of Witness

Exhibit A: Consultant's Proposal & Scope of Services

Exhibit A

FEE ESTIMATE

10/16/18
03:59 PM

Connerton Drainage Improvements - Owners Representative

TASK	DESCRIPTION	Project Manager	Assist Project Manager	Field Rep	Clerical	Subtask Totals		TOTAL FEE
		\$165.00	\$135.00	\$110.00	\$55.00	Hours	Fee	
		Hrs.	Hrs.	Hrs.	Hrs.			
1.0	Solicit Contractors to Bid on Drainage Project							\$7,463
1.1	Manage Consultants and Contractors. Coordinate with Clearview Land and contractor during the bid and construction process.	0.5	8	0	0.5	9	\$1,190	
1.2	Coordinate with CDD Manager and Multiple Contractors during difference phases of the project.	0.5	8	0	0.5	9	\$1,190	
1.3	Utilize plans provided by Clearview Land and obtain proposals from Contractors	0.5	8	0	0.5	9	\$1,190	
1.4	Prepare project schedule based on input from contractors and oversee during the construction process.	1	4	0	0.5	5.5	\$733	
1.5	Coordination during construction with Owner and Contractor (4 site visits)	8	12	0	4	24	\$3,160	
	Subtotal Services- Owners Representative	10.5	40	0	6	58.5	\$7,463	\$7,463
	REIMBURSABLE EXPENSES (Estimate 5%)							\$400
	Project Grand Total							\$7,863

Tab 10



**SCOPE OF SERVICES
CONNERTON SUBDIVISION
TRAIL ADDITION ACROSS WETLAND 391
ENGINEERING SERVICES**

Cardno

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA

Phone: +1 727 531 3505
Fax: +1 727 539 1294

www.cardno.com

PROJECT DESCRIPTION

Connerton West Community Development District (hereinafter referred to as the “CDD”) has requested this Scope of Services from Cardno (hereinafter referred to as the “CONSULTANT”) for design, permit and construction services related to approximately 1,025 linear feet of 8-foot wide timber boardwalk and 600 linear feet of 6-foot sidewalk through Wetland No. 391. The proposed trail alignment begins at an existing sidewalk on Pleasant Plains Parkway; through Wetland 391 and Pond L1; ending at an existing sidewalk on Southern Charm Drive. The length of boardwalk and sidewalk through Wetland 391 was permitted to vary depending on field conditions and grade elevations. This was due, in part, to the boardwalk alignment potentially returning to grade on three (3) upland islands located within the wetland.

The boardwalk was previously permitted (by others) through the Southwest Florida Water Management District (SWFWMD) under Environmental Resource Permit No. 23534.003, .020 and .021 but was never constructed. The boardwalk was also permitted through the Army Corps of Engineers (ACOE) permit no. SAJ-2004-03712. These construction permits are valid through February 16, 2023 and August 24, 2023, respectively. The permitted plans included an alignment; pre- and post- storm routing; wetland characteristics; and section views of the sidewalk and boardwalk systems. Noth American Bridge Company boardwalk elevation, section and plan views were also provided in the permitted documents. It is unclear as to whether a detailed pile plan was included in the permitted plans.

Cardno engineers attended a pre-application meeting on July 26, 2018 with the SWFWMD to determine the permitting requirements for the project. If the Cardno design complies with the original ERP then only an Individual Minor Modification will be required with no application fee. Otherwise, an Individual Major Modification application will need to be submitted with the associated \$1,092 online application fee.

PHASE I - BASIC SERVICES

The following Basic Services shall be provided prior to developing the construction documents.

1. **Pre-Application Meetings** – No additional pre-application meetings are anticipated beyond the SWFWMD meeting already held.
2. **Survey** – A topographic survey of the proposed alignment will be conducted. This includes cross sections at intervals no greater than 75 feet, together with observed grade breaks. Contours will be extended to 20 feet beyond either side of the centerline. Trees within the alignment that are 10-inch dbh and greater will be located, mapped and classified.
3. **Geotechnical Evaluation** – The geotechnical engineers involvement will be to obtain information concerning subsurface conditions in the vicinity of the proposed boardwalk and sidewalk

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

\\usclwtbefs02.cardno.corp\general\$\DES\DEV\Proposal\2018\Connerton CDD Boardwalk\Prop_Connerton Boardwalk Addition.docx

alignments in order to establish geotechnical parameters and recommendations for use in the design, including soil suitability and timber pile capacities for varying embedment depths.

PHASE II – ENGINEERING SERVICES

A. CONSTRUCTION DOCUMENTS

1. Civil Construction Plans

The CONSULTANT will prepare Construction Documents for the above referenced project including Notes, Details, Demolition, Site Plan, and Boardwalk Plan and profile sheets. The Site Plan will incorporate known regulatory setbacks, buffers and other site constraints identified in the original permit documents to confirm the trail alignment. The existing stormwater management systems in the vicinity of the sidewalk/boardwalk alignment are not proposed to be modified. No wetland, floodplain or off-site drainage impacts beyond those previously permitted are anticipated and, therefore, are not included in with scope and fee. No utility connections, parking or roadway improvements are included in this Scope of Services. Site lighting design and landscape design are also not included in this Scope.

The CONSULTANT will provide submittal packages at the 30%/60% milestones for CDD review and comment prior to permitting. Following incorporation of 60% CDD comments the CONSULTANT will prepare the permitting application package. The CONSULTANT will also prepare an opinion of probable construction cost at each of the milestone intervals.

2. Base Plan Revisions

Revisions to the Base Plan (60% milestone) beyond those required by permitting (i.e., CDD requested changes) will be incorporated on a Time and Material Charge Basis.

B. PERMITTING

The CONSULTANT will prepare and submit permit application forms and exhibits in accordance with agency requirements. The CLIENT understands the CONSULTANT has no control over the final issuance of permits/approvals and the CONSULTANT'S services include only the initial application and *one (1) request for additional information response*.

1. SWFWMD Environmental Resource Permit

The CONSULTANT will prepare and submit, as engineer of record, a SWFWMD ERP Individual Minor Modification application package. It is our understanding that there are no existing conditions including wetland, floodplain or high surface water conditions that will impact design or that will require additional information for permitting.

2. Pasco County Permit

The CONSULTANT will prepare and submit, as engineer of record, a Pasco County permit package. It is our understanding that there are no existing conditions including wetland, floodplain or high surface water conditions that will impact design or that will require additional information for permitting.

PHASE III – BID AND POST DESIGN CONSTRUCTION SERVICES

This scope includes Bid Phase Services limited to preparation of bid package; assisting CLIENT in the solicitation process and a pre-bid meeting; evaluation and ranking of construction bids and a selection recommendation to the CDD.

Post design construction services will be limited to a pre-construction meeting, bi-weekly on-site progress meetings; submittal reviews; request for additional information reviews; pay application reviews; and inspections related to permit closeout procedures. As-built survey shall be prepared by the contractor in accordance with the permitting requirements. Post design services shall be provided for a four (4) month period, the estimated time of construction.

MISCELLANEOUS

Services Not Included

The following is a list of supplemental services that are not included under this proposal. These services shall be charged in accordance with the hourly rates established in the CONSULTANT's Professional Services Fee Schedule (see attached). The CONSULTANT shall only conduct such services upon authorization by the CDD.

1. The CONSULTANT shall not be responsible for attendance at meetings other than those specifically listed within this proposal. The CONSULTANT shall not be responsible for attendance at legal meetings, hearings, variances, attorney conferences or construction claims conferences.
2. The CONSULTANT shall not be responsible for the plans review fee charged by governmental agencies, costs of permits, impact fees, and consultant fees for outside consultants such as attorney's, environmental scientist, arborist, wetland scientist, etc.
3. Planning services including Rezoning, Land-Use Changes, Variances and other planning work are not included in this scope of services.
4. FEMA flood plain analysis, mitigation and wetland impacts are not included in this proposal.
5. Traffic Signalization Design or Traffic/Parking Studies, Offsite roadway improvements, Offsite Drainage, and Offsite Utility relocations are not included under this proposal.
6. Easements, Plats and Subsurface Utility Location (SUE) services of the site or adjacent roadways are not included in this proposal.
7. Means and Methods of construction, job safety, coordination and scheduling of construction work to be performed by the Contractor and/or subcontractor(s) and, therefore, are not included in this engineering scope.

8. CONSULTANT shall not be responsible for acts or omissions of the Contractor, any subcontractor(s), or any contractor or subcontractor(s) agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project.
9. The CDD will provide the following:
 - a. Ownership documents, existing construction plans and surveys (in CADD format), studies, reports, etc. relative to the project and/or subject property.
 - b. Application completion support.
 - c. All regulatory fees associated with permitting and construction.

COMPENSATION AND FEE SCHEDULE

The CONSULTANT's proposes to perform design and permitting services on a lumps sum basis plus reimbursement for expenses. Meetings and coordination will be done on a hourly services basis in accordance with the rate schedule outlined in the current District Engineer contract. Time of Performance for services shall commence upon execution of this Contract and is anticipated to be ready for construction within thirty (30) working days from Notice to Proceed. The CDD understands the CONSULTANT has no control over the final issuance of permits and approvals. This schedule could be altered based on these approvals. Refer to the attached man-hour estimate for breakdown of man-hours by task.

Manhour Estimate									
Task	Task	Project Director	Project Manager	Assistant Project Manager	Designer	Administrative	Sub Consultant Fee	Total Hours	Total
		\$195.00	\$165	\$135	\$110.00	\$65	\$0		
1.1	1.1 - SWFWMD Pre-Application Meeting								
	(Pre-app meeting already attended)		0		0			0	0.00
	Sub Total - Pre-Application Meeting	0	0	0	0	0	0	0	0.00
1.2	1.2 - Survey								
	Topographic Survey		0	4	0			4	540.00
	Sub Total - Topographic Survey	0	0	4	0	0	\$ 4,500.00	4	5,040.00
1.3	1.3 - Geotechnical Evaluation								
	Geotechnical Evaluation		0	8	0			8	1,080.00
	Sub Total - Geotechnical Evaluation	0	0	8	0	0	\$ 14,000.00	8	15,080.00
2.0	2.0 - Engineering Services								
	2.A Construction Plans								
	Plans Production (30%, 60%, Final Submittals)		36	32	80	8		156	19,580.00
	Opinion of Probable Cost Estimate (30%, 60%, Final Submittals)		8	24	8	2		42	5,570.00
	QA/QC	4	12					16	2,760.00
	Structural Design (3 Detail Sheets; 1 P&P Sheet)						\$ 8,500.00		
	2.A Sub Total	4	56	56	88	10	\$ 8,500.00	214	36,410.00
2.B	2.B Agency Coordination and Permitting								
	SWFWMD/Pasco County Submittal and (1) Response to Comments		8	30	4	4		46	6,070.00
	2.B Sub Total	0	8	30	4	4	0	46	6,070.00
3.0	3.0 - Bid and Post Design Construction Services								
	3.A Bid Phase Prepare Bid Documents, Pre-Bid Meeting, Eval Bids and Recommendation to CDD board for award		8	40	6	4		58	7,640.00
	3.B Construction Phase - Pre-con; bi-weekly mtg; submittal, RAI and pay app review; permit closeout		20	40	8	2		70	9,710.00
	3.0 Sub Total	0	28	80	14	6	0	128	17,350.00
Cardno Sub Total: Design/ Permitting/ Bid Phase Services		4	92	178	106	20	\$ 27,000.00	400	79,950.00

Tab 11

CONTRACT FOR PROFESSIONAL FIELD SERVICES

DATE: October 1, 2018

BETWEEN: **RIZZETTA & COMPANY, INC.**
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 professional field management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional field services to the District pursuant to industry standards and best practices. A detailed description of these services is provided below.

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

- i. Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be reduced to writing and executed by both Parties;
- ii. Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items;
- iii. Upon request of the District, attend monthly District meetings in person or via phone to review landscape maintenance inspection report;

- iv. Notify landscape maintenance contractors about deficiencies in service or need for additional care;
- v. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time;
- vi. Provide input for preparation of the District's annual budget;
- vii. Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. This service is only to be provided once per fiscal year at no additional charge to the District. Additional requests for this service will require a proposal be presented to the Board and approval by the District prior to conducting such additional services; and
- viii. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the 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, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to, attendance at additional meetings, District presentations, and vendor responses. 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 acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

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 A** 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 A**. 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 as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. 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 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 unexpected 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 A**. 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, copies, and binding.
- 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 A**. 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 A** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.
- ii. **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 A**.
- iii. **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 A**.
- iv. **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

or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. 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. DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR.

Consultant shall, as necessary, render a written opinion on all claims of District and the landscape contractor relating to the acceptability of the landscape contractor's work or the interpretation of the requirements of the landscape and irrigation contract documents pertaining to the progress of landscape contractor's work.

XI. 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 effected 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 effected 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 thirty (30) 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 off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. 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.

XIII. 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 or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, 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. 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.

XIV. 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.

- XV. 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.
- XVI. 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, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVII. 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:

If to the District:

Connerton West Community
Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 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 & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 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.

- XVIII. 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.
- XIX. 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.
- XX. 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.
- XXI. 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.
- XXII. 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.

- XXIII. 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.
- XXIV. 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.
- XXV. 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.

(Remainder of this page is left blank intentionally)

**CONTRACT FOR PROFESSIONAL FIELD SERVICES
CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**

11

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 & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Witness

Print Name of Witness

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Schedule of Fees

EXHIBIT A
Schedule of Fees

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

MONTHLY

\$700.00

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

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

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 12

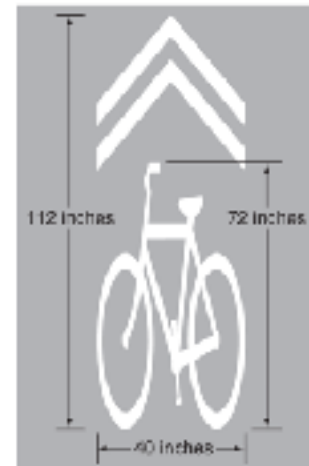
Shared Lane Marking for Bicyclists

Proposal #1

I propose Shared Lane Marking for bicyclists be applied to the right lane of all four (4) lane roads in Connerton Town in accordance with U.S Department of Transportation Manual on Uniform Traffic Control Devices Section 9A.01 Requirements for Bicyclist Traffic Control Devices



Figure 9C-9. Shared Lane Marking



Reasons

- Assist bicyclists with lateral positioning in lanes that are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane.
- Alert road users of the lateral location bicyclists are likely to occupy within the traveled way.
- Encourage safe passing of bicyclists by motorists.
- Reduce the incidence of wrong-way bicycling.

Location

Pleasant Plains Parkway East and West direction
Connerton Blvd East and West direction
Blue Mist Pkwy North and South direction
Wonderment Way North and South direction

and any future four (4) lane road in Connerton Town in the right lanes of both directions of travel in accordance with the U.S Department of Transportation Manual on Uniform Traffic Control Devices.

Shared Lane Marking for Bicyclists

Proposal #2

In conjunction with Proposal #1, I also propose signs be installed in accordance with the U.S Department of Transportation Manual on Uniform Traffic Control Devices Sign designation R4-11



Reasons

- Alert road users of the lateral location bicyclists are likely to occupy within the traveled way.
- Encourage safe passing of bicyclists by motorists.

Location

Pleasant Plains Parkway East and West direction
Connerton Blvd East and West direction
Blue Mist Pkwy North and South direction
Wonderment Way North and South direction

and any future four (4) lane road in Connerton Town in the right lanes of both directions of travel in accordance with the U.S Department of Transportation Manual on Uniform Traffic Control Devices.

Shared Lane Marking for Bicyclists

Maintenance Jurisdiction

PASCO COUNTY PUBLIC WORKS (ROAD & BRIDGE) DEPARTMENT

DEFINITIONS

MAINT FIELD (MAINTENANCE JURISDICTION)

A - PASCO COUNTY MAINTAINED

B - PRIVATELY MAINTAINED/NO GOVERNMENT JURISDICTION

C - CITY MAINTAINED

D - FLORIDA DEPARTMENT OF TRANSPORTATION MAINTAINED

F - INDEPENDENT TAXING DISTRICT MAINTAINED

H - HOMEOWNERS MAINTAIN (MHP, CONDOS/APTS, GATED/PRIVATE)

CLASS FIELD (FUNCTIONAL CLASSIFICATION)

R - RESIDENTIAL (LOCAL)

C - COLLECTOR

A - ARTERIAL

I - INTERSTATE (FREEWAY)

T - TOLL ROAD

NAME	NUMBER	STAT	GRID	MAP	SECT	TOWN	RANGE	DIST	MAINT	CLASS	ROW	WIDTH	LANES	PAVED	UNPAVED	TOTAL
CONNERTON BLVD	009877.00		P20	279	23	25	18	2	A	R	120	48	4	0.68	0.00	0.68
CONNERTON LAND O' LAKES BLVD -E- FOR .68 MILES (ALSO SEC 22) (06-10-08)																
CONNERTON BLVD	009877.01		R21	281	25	25	18	2	B	R	120	48	2	1.04	0.00	1.04
CONNERTON FROM .68 MILES -E- OF LAND O' LAKES BLVD -E- TO BLUE MIST PKWY (ALSO SEC 22)																
CONNERTON BLVD	009877.02		P21	280	24	25	18	2	H	R	142	48	2	0.21	0.00	0.21
CONNERTON BLUE MIST PKWY -N/E- TO FLOURISH DR																
BLUE MIST PKWY	010344.00		R21	281	25	25	18	2	B	R	142	24	2	0.24	0.00	0.24
CONNERTON PLEASANT PLAINS PKWY -N- TO CONNERTON BLVD																
PLEASANT PLAINS	009891.00		R20	282	26	25	18	2	B	R	120	24	2	1.03	0.00	1.03
PKWY CONNERTON US 41 -E & N- FOR 1.03 MILES (WIDTH VARIES) (ALSO SEC 35)																
PLEASANT PLAINS	009891.01		R21	281	25	25	18	2	B	R	120	48	2	0.91	0.00	0.91
PKWY CONNERTON FROM 1.03 MILES -E & N- OF US 41 -E- FOR 0.91 MILES (ROW VARIES)																
WONDERMENT WAY	010345.00		R21	281	25	25	18	2	B	R	120	24	2	0.23	0.00	0.23
CONNERTON BILLOWAY JAUNT DR -N- TO PLEASANT PLAINS PKWY																

Shared Lane Marking for Bicyclists

Statistics

Livable communities that support bicycling and walking are a high priority of the U.S. Department of Transportation. A livable community is one that provides safe and convenient transportation choices to all citizens, whether it's by walking, bicycling, transit, or driving. Each year, unfortunately, pedestrian and bicyclist fatalities comprise about 16 percent of all traffic fatalities with approximately 5,000 pedestrian deaths and 800 bicyclist deaths. Another 65,000 pedestrians and 48,000 bicyclists are injured in roadway crashes annually. These numbers have been rising recently and this is unacceptable. Pedestrian and bicyclist safety improvements depend on an integrated approach that involves the 4 E's: Engineering, Enforcement, Education, and Emergency Services.

Researchers also found that bike deaths across the country are on an incline — 12.2 percent — and are outpacing the overall rise in traffic fatalities.

A Centers for Disease Control and Prevention analysis from 2008 to 2012 found that Florida had the highest rate of bicycling deaths in the continental U.S. Bicyclists die on U.S. roads at a rate double that of vehicle occupants, even though bicycle travel accounts for only about 1 percent of trips across all modes of transportation.

Shared Lane Marking for Bicyclists

Links

U.S Department of Transportation Federal Highway Administration, Pedestrian & Bicycle Safety. https://safety.fhwa.dot.gov/ped_bike/index.cfm

U.S Department of Transportation Federal Highway Administration, Manual on Uniform Traffic Control Devices Section 9A.01 Requirements for Bicycle Traffic Control Devices. <https://mutcd.fhwa.dot.gov/html/2009/part9/part9a.htm#section9A05>

U.S Department of Transportation Federal Highway Administration, Figure 9C-9. Shared Lane Marking. https://mutcd.fhwa.dot.gov/html/2009/part9/fig9c_09_longdesc.htm

U.S Department of Transportation Federal Highway Administration, Figure 9B-1. Sign Placement on Shared-Use Paths

https://mutcd.fhwa.dot.gov/html/2009/part9/fig9b_01_longdesc.htm

Governors Highway Safety Association, "A Right to the Road Understanding & Addressing Bicyclist Safety"

<https://www.ghsa.org/sites/default/files/2017-09/2017BicyclistSafetyReport-FINAL.pdf>

Tampa Bay Times article, "Yet another study names Florida the most deadly place to be a cyclist"

<https://www.tampabay.com/news/publicsafety/accidents/yet-another-study-names-florida-the-most-deadly-place-to-be-a-cyclist/2335019>

TBO "Florida's bike death rate highest in nation"

<https://www.tbo.com/news/politics/floridas-bike-death-rate-highest-in-nation-20150829/>

Tab 13

Memo

To: Greg Cox
From: Shandra Torres
CC:
Date: 10/22/2018
Re: **Connerton West CDD –Arbitrage Rebate Calculation Series 2006A-1 & A-2 Period ending 9/25/2018**

Attached is a copy of the Arbitrage Rebate for **Connerton West CDD – Arbitrage Rebate Calculation Series 2016A-1**. There is no arbitrage liability at this time. The arbitrage calculations are required by the Internal Revenue Service, as well as bond indenture to ensure compliance with the IRS requirements.

This report has been scanned to I:\Connerton West\Bonds\Arbitrage Rebate Calculations\Series 2006

Shandra



LLS Tax Solutions
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

October 16, 2018

Ms. Shandra Torres
Connerton West Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

**Connerton West Community Development District
(Pasco County, Florida)
\$6,265,000 Capital Improvement Revenue Bonds, Series 2006A-1 and
\$4,370,000 Capital Improvement Revenue Bonds, Series 2006A-2**

Dear Ms. Torres:

Attached you will find our arbitrage report for the above-referenced issue for the annual period ended September 25, 2018. This report indicates that there is no cumulative rebate liability as of September 25, 2018.

The next annual arbitrage calculation date is September 25, 2019. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Ms. Leanne Duffy, US Bank, Orlando, FL.

Connerton West Community Development District

*Connerton West Community
Development District (Pasco County, Florida)
\$6,265,000 Capital Improvement Revenue Bonds,
Series 2006A-1 and \$4,370,000 Capital Improvement
Revenue Bonds, Series 2006A-2*

For the period ended September 25, 2018

Tab 14

DECORATING ELVES

Proposal

Make it a Holiday Every Day!

"Avoid the Holiday Hassle"

13670 Roosevelt Blvd #B, St Petersburg, FL 33762
www.decoratingelves.com office@decoratingelves.com
Phone 727 418 4127 1-800-MY-LITES

Bill To:

Connerton CDD - Gregory Cox
Rizzetta and Company
12750 Citrus Park Lane Ste 115
Tampa, FL 33625
gcox@rizzetta.com

DATE: October 24, 2018

INVOICE #

LIC# ES12000805 - CLVLT #1162

FOR: *Holiday Lighting*

Install:

Richard Dombrowski 813-944-7804
Richard Dombrowski: seat1@connertonwestcdd.org
[Ashley Becker an@woodscapital.com](mailto:Ashley.Becker@woodscapital.com)
[813-533-2950](tel:813-533-2950)

DESCRIPTION		AMOUNT
<u>Connerton Blvd @ SR 41</u>		
48" wreath to end of monument, WW C9s hot glued to top of monument	\$	290.00
WW/Green C9 stakes to center nose	\$	630.00
WW/Green C9s to railings each side across from fountain	\$	800.00
2 Oaks behind North wall, 3 smaller behind south wall, WW minis	\$	1,350.00
WW minis to junipers beneath sign monument, terminate where they leave curb	\$	3,000.00
Large Oak behind fountain, Green minis, WW supernovas	\$	1,100.00
2 X 48" Wreath suspended in archways	\$	350.00
WW/Green C9s tied to arch over walkway each side, run inline with added interior Oaks	\$	90.00
WW/Green C9s hot glued to north and south walls	\$	945.00
timers, wiring and system balancing	\$	165.00
All lighting is subject to the availability of current electrical system		
35% Deposit required to reserve spot in schedule	See Page 2	\$ 8,720.00
Balance due upon completion of installation		THANK YOU
<small>Payment is due upon request. All discounts become void on payments 30 days overdue. A 1.5% monthly interest will be added to all overdue invoices. All Deposits are non-refundable after 3 days of being recieved. There is a 25% restocking fee on all returned or canceled orders. Customer hereby authorizes Decorating Elves, to install and / or remove all materials on said property as provided herein. Customer agrees to defend, hold harmless and indemnify Decorating Elves, from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation and / or removal or location of materials. Decorating Elves reserves the right to place a lien on property on any payments outstanding.</small>		
We Also Do: Event Lighting; Outdoor Landscape Lighting Installs, Service & Repairs		

DECORATING ELVES

Proposal

Make it a Holiday Every Day!

"Avoid the Holiday Hassle"

13670 Roosevelt Blvd #B, St Petersburg, FL 33716
www.decoratingelves.com office@decoratingelves.com
Phone 727 418 4127 1-800-MY-LITES

Bill To:

Connerton CDD
Gregory Cox
Rizzetta and Company
Wesley Chapel FL, 33544
gcox@rizzetta.com

DATE: October 24, 2018

INVOICE #

LIC# ES12000805 - CLVLT #1162

FOR: *Holiday Lighting*

Install:

Richard Dombrowski 813-944-7804
Richard Dombrowski: seat1@connertonwestcdd.org
[Ashley Becker an@woodscapital.com](mailto:Ashley.Becker@woodscapital.com)
[813 533-2950](tel:8135332950)

DESCRIPTION		AMOUNT
<u>Pleasant Plains Pkwy @ 41</u>		
WW minis to Junipers	\$	1,500.00
48" WW lit wreath to end of sign monument, WW C9s hot glued to top of monument	\$	290.00
Oak behind monument Green minis, WW supernovas	\$	1,100.00
WW/Green C9 stakes to nose	\$	400.00
<u>Fountain: (Wreaths lit, if power issues persist, they will be unplugged)</u>		
Large Bows bows to Ballustrade (8 total)	\$	600.00
8 X unlit garland with bows to columns	\$	1,200.00
3 X 60" lit wreaths to upper windows and 4 X large bows	\$	975.00
All lighting is subject to the availability of current electrical system		
35% Deposit required to reserve spot in schedule	\$	5,174.75
		\$ 14,785.00
Balance due upon completion of installation		THANK YOU
<small>Payment is due upon request. All discounts become void on payments 30 days overdue. A 1.5% monthly interest will be added to all overdue invoices. All Deposits are non-refundable after 3 days of being recieved. There is a 25% restocking fee on all returned or canceled orders. Customer hereby authorizes Decorating Elves, to install and / or remove all materials on said property as provided herein. Customer agrees to defend, hold harmless and indemnify Decorating Elves, from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation and / or removal or location of materials. Decorating Elves reserves the right to place a lien on property on any payments outstanding.</small>		
We Also Do: Event Lighting; Outdoor Landscape Lighting Installs, Service & Repairs		

Tab 15

Date Entered	Category	Action Item	District Staff Responsible	Vendor Responsible	Target Date	Notes
1/23/2017	O&M	Replace Up-Lighting at Throughout	District Manager	Manny Cermeno	TBD	Work still pending at the Jasmine Abbey Entrance
11/6/2017	O&M	Replace Rose Cottage Area Playground	Greg	TBD	TBD	Bond Project list. Work in Progress.
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	Admin	Wetland Clearing 8440 Westerland	District Manager	TBD	TBD	Trespass signs removed. Vegetation Growing in.
3/5/2018	O&M	Extend the Nature Trails per Refunding Agreement	District Engineer	Cardno	TBD	Reviewed with Project Engineer - getting his quote
9/24/2018	O&M	Place Sealant on Paint in Roadway	Stan	NA	12/3/2018	Stan to cover the spilt paint
10/23/2018	O&M	Repair Sidewalks	Rick Schappacher	TBD	2/1/2019	Waiting Until New Year and New Insurance Provider
Landscape Projects						
Completed						
5/1/2018	Admin	Whistful Yearn Wax Myrtles	DM	SiteMasters	11/5/2018	Completed
2/6/2017	O&M	Fence Install at Garden Playground	DM	New Tampa Fence	11/5/2018	Completed
10/23/2018	O&M	Contract for CLM Landscape Contractor	DM/DC	CLM	11/1/2018	Completed