



Rizzetta & Company

Connerton West Community Development District

Board of Supervisors' Regular Meeting July 12, 2021

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

www.connertonwestcdd.org

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

District Board of Supervisors	Vacant	Chairman
	Daniel Novak	Vice Chairman
	Chris Kawalec	Assistant Secretary
	Fredrick Lise	Assistant Secretary
	Tyson Krutsinger	Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Attorney	Roy Van Wyk	Hopping Green & Sams, P.A.
District Engineer	Greg Woodcock	Cardno

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 · 5844 OLD PASCO RD SUITE 100, WESLEY CHAPEL, FL 33544
www.connertonwestcdd.org

Board of Supervisors
Connerton West Community
Development District

July 6, 2021

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Connerton West Community Development District will be held on **Monday, July 12, 2021 4:00 p.m.**, at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638. The following is the tentative agenda for this meeting.

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. District Counsel**
 1. Update on Blocked Easements
 - B. District Engineer**
 1. Update on Trail Project
 2. Update on Storybrook
 3. Discussion of Cardo Boardwalk Assessment
 - C. Field Inspection Report**
 1. Reply to May 19th Field Inspection Report.....Tab 1
 2. June Field Inspection Report.....Tab 2
 - D. Irrigation Report.....Tab 3**
 - E. Aquatics Report (under separate cover)**
 - F. Property Maintenance Report – Stan Zeurcher.....Tab 4**
 - G. District Manager**
- 4. BUSINESS ITEMS**
 - A. Consideration of RASI Amenity Services Contract.....Tab 5**
 - B. Consideration of Resolution 2021-07, Declaring Fiscal Year 2021-2022 O&M Assessments and Setting Public Hearing.....Tab 6**
 - C. Consideration of Boundary Cost Funding Agreement.....Tab 7**
 - D. Consideration of Cattle Pen Roadway Special Warranty Deed....Tab 8**
 - E. Consideration of CLM Tree Removal Proposal.....Tab 9**
 - F. Consideration of LED Lighting Proposals.....Tab10**
 - G. Consideration of Resolution 2021-08, Re-Designating Assistant Secretary – Matthew Huber.....Tab 11**
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Budget Workshop Meeting held on May 18, 2021.....Tab 11**
 - B. Consideration of Minutes of the Board of Supervisors' 2nd Audit Meeting held on May 18, 2021.....Tab 13**
 - C. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on May 18, 2021.....Tab 14**

- D. Consideration of Minutes of the Board of Supervisors'
Regular Meeting held on June 7, 2021.....Tab 15
- E. Consideration of Operation and Maintenance
Expenditures for May 2021.....Tab 16
- 6. **SUPERVISOR REQUESTS**
- 7. **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) 994-1001.

Sincerely,

Matthew Huber

Matthew Huber
District Manager

cc: Roy Van Wyk, Hopping Green & Sams, P.A.

Tab 3

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: June 28, 2021

PROJECT: Connerton West – Land O'Lakes

RE: Irrigation System

Routine maintenance was conducted throughout the month and any alarms detected by the Hunter IMMS software were addressed as quickly as possible. Between May 27th and June 27th, three decoders were replaced. Unfortunately, all three were out of warranty.

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

- Replaced E59 valve.
- Started troubleshooting electrical issue on D-controller that is taking down the entire controller. Located several splice boxes that were previously unknown and discovered wire with missing insulation, meaning bare wire is exposed to rain and humidity.
- With the summer rains returning, irrigation frequencies were reduced to help prevent overwatering.

The ET sensor located on the Hunter ACC controller at the EP1 pump station recorded 4.39" of ET and 5.97" of rain between May 27th and June 27th. There were four significant rainfall events of 0.25" or more during this same period, the greatest occurring on June 24th, when 1.81" was recorded. The site was shut down for a total of 7 days to take advantage of what nature provided.

Reclaimed water availability is still an issue, so wet checks can only be conducted when water is available. The smaller parks with battery operated controllers are routinely inspected for any signs of broken pipes or damaged sprinklers. Hopefully, with the increased rainfall, reclaimed water will be available soon.

According to the Water Management District, the 12-month rolling water usage for the month of May was 46,457 gpd. This is well below the permitted quantity of 419,000 gpd.

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

Sincerely,

Gail Huff

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



Tab 4

CONNERTON DAILY JOB LOG
PAY PERIOD 5/17/21– 5/30/21
FOR: STAN ZUERCHER

DATE:

5/17/21 (CDD) Check site, checked fountain & fill, checked playgrounds, empty trash, re level mulch @ playgrounds, empty & fill dogipot stations, empty park trash cans, picked up roadway trash, checked bike trail, empty trash, completed pressure washing Pertola Gardens wall on inside by residence, pressure washed bike trail benches (8.0hrs)

5/18/21 (HOA) CC maint, gym cleaning, repair 2 pieces of gym equipment, blow off patio, set up for CDD meeting, sand & repaint (3) mailboxes (7.5hrs)

5/18/21 (CDD) Checked maint, replace bulb @ south Arbors entrance (.5hrs)

5/19/21 (CDD) Check site, checked fountain & fill, checked bike trail, checked trash, checked playgrounds & parks & emptied trash cans, re level mulch, emptied & filled dogipot stations, checked maint, picked up roadway trash, checked outlying areas, finished pressure washing common area curb & gutters around Storybook park (9.0hrs)

5/20/21 (HOA) CC maint, met w/ Brandon Elec., lights & timer, met w/ Ryan Mitchell room reno, watched pool area during party, met w/ sub for re marcite bid, painted 3 mailbox flags, completed mailbox so. Charm, worked on sanding of Bonica Pl, went to HD for more sanding disks for drill (8.0hrs)

5/21/21 (CDD) Check site, check & fill fountain, checked bike trail, empty & fill dogipot stations, picked up roadway trash, checked playgrounds & trash (2.5hrs)

5/21/21 (HOA) CC maint sand & paint (3) mailboxes (4.5hrs)

5/24/21 (CDD) Check site, checked fountain & filled, checked bike trail, empty trash, blow off trail, cut several vines, checked playgrounds, re level mulch, empty trash, empty & fill dogipot stations, picked up roadway trash, checked maint., trash removal from ponds (6.5hrs)

5/24/21 (HOA) CC maint, cleaning, pump set up for pool draining (1.5hrs)

5/25/21 (HOA) CC maint., pool draining, barricading, cleaning, painted (4) red flags on mailboxes (4.0hrs)

5/25/21 (CDD) Check site, checked maint, picked up roadway trash, checked bike trail, replace (3) boardwalk boards (4.0hrs)

5/26/21 (HOA) CC maint, checked on pool repairs, receive new patio furniture & unpackage (5.0hrs)

5/26/21 (CDD) Check site, check bike trail, checked playgrounds, checked trash, empty & fill dogipot stations, checked maint, picked up roadway trash (3.0hrs)

5/27/21 (CDD) Check site, checked maint., picked up roadway trash, attend meeting w/ Rizzetta Amenities (2.0hrs)

5/27/21 (HOA) CC maint, put out patio furniture, checked pool repairs (6.0hrs)

5/28/21 (CDD) Check site, check fountain, checked playgrounds, checked trash, empty & fill dogipot stations, picked up roadway trash, checked bike trail (2.75hrs)

5/28/21 (HOA) CC maint, worked on doors to pool area, clean up pool area (3.75hrs)

5/28/21 (PTO) (1.5hrs)

CONNERTON DAILY JOB LOG
PAY PERIOD 6/14/21– 6/27/21
FOR: STAN ZUERCHER

DATE:

6/14/21 (CDD) Check site, checked fountain, checked bike trail, empty trash, checked maint, checked playgrounds, picked up trash, empty cans, check for fire ant beds, re level mulch, empty & fill dogipot stations, picked up roadway trash, washed both entry signs @ 41 (6.5hrs)

6/14/21 (HOA) CC maint, picked up trash around property, clean fitness rm (1.5hrs)

6/15/21 (HOA) CC maint, checked building, replaced bulb in bathroom, tightened to pieces of equipment, cabinet door repair in meeting room (4.0hrs)

6/15/21 (CDD) Check site, checked bike trail, checked maint, picked up roadway trash (2.0hrs)

6/16/21 (CDD) Check site, checked playgrounds, checked trash, empty & fill dogipot stations, checked maint, repair railing on bridge, patch concrete walk, replace bulb GPP, remove graffiti from slide (5.0hrs)

6/16/21 (HOA) CC pressure washing curbs (3.0hrs)

6/17/21 (CDD) Check site (.5hrs)

6/17/21 (HOA) CC maint, pressure wash curbs, meet w/ electrician (7.0hrs)

6/18/21 (HOA) CC maint (1.0hrs)

6/18/21 (CDD) Check site, check playgrounds, empty trash, empty & fill dogipot stations, check bike trail empty trash, picked up roadway trash (3.0hrs)

PTO (6.5hrs)

6/21/21 (HOA) CC maint., check Rose Point pedestrian gate, clean gym (1.5hrs)

6/21/21 (CDD) Checked site, change oil & filter, plugs, air filter on John Deere, checked fountain, checked playgrounds, checked for fire ants, empty trash, blew off dog park and several stone walkways @ storybrook park, empty & fill dogipot stations, repair light @ Magnolia Pk, checked bike trail, empty trash, picked up roadway trash (6.5hrs)

6/22/21 (CDD) Check site, checked bike trail, checked maint, picked up roadway trash (1.5hrs)

6/22/21 (HOA) CC maint, picked up trash, checked building, tried to repair rear dbl door weather stripping @ center (look for new weather stripping), went to Lowes for door sweeps, installed sweeps, pressure wash curbs around building (6.5hrs)

6/23/21 (HOA) Work on threshold on door to outside storage, repair tent on water park (1.5hrs)

6/23/21 (CDD) Check site, checked fountain & fill, checked bike trail & trash, checked playgrounds & trash, checked park trash, empty & fill dogipot stations, checked maint, picked up roadway trash, pressure wash bollard lights @ GPP to remove loose paint, pressure wash bugs from gazebo, met w/ site masters jacuzzi removal (6.5hrs)

6/24/21 (CDD) Check site, checked maint (1.0hrs)

6/24/21 (HOA) CC maint, clean up, tie off rope on repaired tent @ waterpark, met w/ camera man (4.0hrs)

6/25/21 (CDD) Check site, check trail, clean up eroded mulch & stone, empty & fill dogipot stations, picked up trash, went to lowes for paint (3.0hrs)

6/25/21 (HOA) CC maint, mount remote boxes on tv's in gym (2.5hrs)

(PTO) (5.5hrs)

Tab 5

CONTRACT FOR PROFESSIONAL AMENITY SERVICES

DATE: October 1, 2021

BETWEEN: **RIZZETTA AMENITY SERVICES, 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, FL 33544

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

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional amenity services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional amenity services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

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

- i. **Management** - services include professional management and oversight to perform the services outlined in this Contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation. The Consultant will upon request, attend meetings in person or via phone to provide any updates or address concerns. The Consultant will be available to any board member for open and direct communications regarding any questions they may have;
- ii. **Personnel** - the Consultant shall provide the services of a Maintenance Manager that will be assigned to the District. A general description of this position is provided below:
 - a. **Maintenance Manager:** Shall be employed as a full time, hourly position to oversee and supervise the District property. They are the onsite representative of the Consultant. The Maintenance Manager shall have the responsibilities of overseeing all outside maintenance



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services and carrying out maintenance procedures.

- iii. All persons performing the services as generally described above and as more specifically set forth in **Exhibit A** of this Contract, at the amenity facilities, will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing services pursuant to this contract are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

B. RESPONSIBILITIES. A detailed description of these services is provided in **Exhibit A** to this contract.

C. 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, 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, presentations, and vendor meetings or 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.



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- i. A schedule of fees for the services described in Sections I, II, and III, of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. The District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.
- iii. Upon the execution of this contract, the District will provide a one-time payroll deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.
- iv. 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.
- v. 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.
- vi. 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 B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation



Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

- vii. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**.
- 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 B**.
- 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 B**.
- 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,



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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. 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 sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any 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.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County,



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Florida.

- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence 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



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settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

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



- XIV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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.



Rizzetta & Company

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

If to the Consultant:

Rizzetta Amenity Service, 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.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and



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their respective representatives, successors, and assigns.

- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXV. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- XXVI. FACILITY REVENUE.** The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.
- XXVII. TAX EXEMPT STATUS.** The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.
- XXVIII. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this contract, not to directly or indirectly solicit, employ, or contract with any individual employed by the Consultant in a managerial position at the amenity facilities.



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 AMENITY SERVICES, 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 – Scope of Services
Exhibit B – Schedule of Fees



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EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
- C. Be available to any board member for open and direct communications regarding any questions they may have.
- D. Managing the recruiting, hiring, training, oversight and evaluation of personnel.

PERSONNEL:

- A. The Consultant shall provide the services of a Maintenance Manager. A general description of this position is provided below:
 - 1. **Maintenance Manager:** Shall be employed as a full time, hourly position to oversee and supervise the District property. They are the onsite representative of the Consultant. The Maintenance Manager shall have the responsibilities of overseeing all outside maintenance services and carrying out maintenance procedures.

RESPONSIBILITIES:

- A. The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:
 - a. Oversee the maintenance of the District and complete work orders.
 - b. Perform site inspections including but not limited to fountain, playgrounds, bike trail, dog park, and lawn maintenance.
 - c. Oversee landscape operations and work with assigned vendor.
 - d. Check conditions of roads, sidewalks, and curbs.
 - e. Check fountain and oversee repairs as needed.
 - f. Check and assess street signs, monuments, and informational signs.
 - g. Perform minor repairs to equipment and facilities as needed.
 - h. Work with the CDD Board and District Manager on special projects and help obtain proposals.
 - i. Empty trash cans and pick up trash on the roadways.
 - j. Empty and fill dog waste stations.
 - k. Pressure washing curbs, gutters, and sidewalks.
 - l. Complete maintenance logs.



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EXHIBIT B
Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1, 2021 to September 30, 2022.**

PERSONNEL:

Maintenance Manager - Full Time Personnel - 40 hrs/wk

	ANNUAL
Budgeted Personnel Total ⁽¹⁾	\$ 88,740.
General Management and Oversight ⁽²⁾	\$ 9,600.
Total Services Cost:	\$ 98,340.

One-time Payroll Deposit ⁽³⁾	\$ 6,896.
---	-----------

(1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.



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The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

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
Regional Licensed Community Association Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Licensed Community Association 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
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00



Tab 6

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET FOR FISCAL YEAR 2021/2022; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the **Connerton West** Community Development District (“**District**”) prior to June 15, 2021, proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has previously considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached pursuant to Resolution 2021-07 is hereby approved as the basis for determining and apportioning Assessments.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” 5844 Old Pasco Rd, Suite 100, Wesley Chapel, Florida 33544. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the

District's Office. The Assessments may be paid in one more installment pursuant to a bill issued by the District in November of 2021, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on imposition of the Assessments is hereby declared and set for the following date, hour and location:

DATE: August 2, 2021
HOUR: 6:00 P.M.
LOCATION: 21100 Fountain Garden Way
Land O' Lakes, Florida 34368

4. PUBLICATION OF NOTICE. The District shall cause notice of the public hearing on Assessments to be published in a newspaper of general circulation published in Pasco County. Additionally, notice of the public hearing shall be mailed to property owners in the manner prescribed in Florida law.

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

6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF JULY 2021.

ATTEST:

**CONNERTON WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Tab 7

**FUNDING AGREEMENT
BETWEEN THE CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
AND LENNAR HOMES LLC**

This Funding Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2021 (the “**Effective Date**”), by and between:

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

LENNAR HOMES, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose principal address is 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 (“**Developer**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190 Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements permitted by the Act; and

WHEREAS, the Developer has approached the District regarding the establishment of a Community Development District to be known as Connerton East Community Development District (“**Connerton East CDD**”); and

WHEREAS, a portion of the lands proposed to be included in the Connerton East CDD is also located within the District (“**Common Lands**”); and

WHEREAS, the Developer desires to have the District and Connerton East CDD, once established, enter into an interlocal agreement (“**Interlocal Agreement**”) setting forth certain details regarding special assessments, maintenance, and other details regarding the Common Lands; and

WHEREAS, the District desires to cooperate with and assist the Developer in the establishment of the Connerton East CDD and preparing the necessary documents without imposing costs on the residents and landowners of the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funding for reimbursement of the actual fees and costs incurred by the District in assisting the Developer in the establishment of Connerton East CDD as well as for the drafting and negotiating of an Interlocal Agreement or any related efforts, including management, engineering, and legal costs necessary to assist the Developer (collectively, the “**Cooperation Costs**”), subject to the terms of this Agreement.

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

1. FUNDING OF DISTRICT'S COOPERATION COSTS. Unless this Agreement is sooner terminated in accordance with the terms hereof, until the formation of the Connerton East CDD (as evidenced by the recordation of a Notice of Establishment for the formation of the Connerton East CDD) and complete execution of an Interlocal Agreement by respective chairpersons of the District and the Connerton East CDD (the "**Funding Expiration Date**"), Developer agrees to reimburse the District each month for the Cooperation Costs incurred in the prior month. Until the Funding Expiration Date or termination of this Agreement, the Cooperation Costs shall be reimbursed by the Developer in accordance with the following provisions:

A. On or before the fifth (5th) day of each calendar month after the Effective Date, the District shall provide the Developer with a written invoice and substantiating documentation (including receipts, invoices and/or billings) evidencing the Cooperation Costs incurred by the District during the prior month. Subject to the terms of this Agreement, no later than fifteen (15) days after Developer's receipt of such invoice and substantiating documentation, Developer agrees to provide to the District funds in an amount equal to the Cooperation Costs evidenced by the monthly invoice and substantiating documentation. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check made payable to the District, cash, wire transfer or other form of payment deemed satisfactory in the reasonable discretion of the District as determined by the District Manager.

B. Notwithstanding anything contained herein to the contrary, the Developer's obligation to reimburse the District for the Cooperation Costs shall not exceed Ten Thousand Dollars (\$10,000.00) in total (the "**Developer Funding Cap**"). To the extent the District reasonably anticipates it will likely incur additional costs in its cooperation with formation of the Connerton East CDD and the negotiating of an Interlocal Agreement beyond the Developer Funding Cap, then (i) the District shall promptly inform Developer of such anticipated additional costs (including the anticipate overage amounts and sources of such costs), and (ii) the District may request in writing to the Developer to consent to increase the Developer Funding Cap by an amount not to exceed Five Thousand Dollars (\$5,000.00) for actual costs incurred by the District in connection with this Agreement, which consent to increase the Developer Funding Cap by such amount shall not be unreasonably withheld by the Developer so long as such increase for additional costs is in accordance with this Agreement. The District shall remain obligated to use good faith efforts to continue assisting and cooperating with the Developer with respect to formation of the Connerton East CDD, the Interlocal Agreement and related efforts. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the District's assistance in the establishment of Connerton East CDD, including the Interlocal Agreement or any related efforts contemplated by this Agreement.

C. In the event that Developer fails to provide any funds for reimbursement of the Cooperation Costs within fifteen (15) days after receipt of the invoice and substantiating documentation pursuant to this Agreement, Developer and the District agree the District's efforts under this Agreement may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such efforts, up to the Developer Funding Cap.

2. COOPERATION. District understands that time is of the essence for the Developer regarding the establishment of the Connerton East CDD. To that end, District agrees

to use all good faith efforts to reach a mutually acceptable Interlocal Agreement with the Connerton East CDD once established, and to timely assist Developer in executing any applications or taking such other actions as are reasonably requested by Developer to facilitate the establishment of the Connerton East CDD.

3. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. In the event of any such termination by Developer, the District shall invoice the Developer for the Cooperation Costs as of and up to the date by when notice of termination is received, and Developer shall pay all outstanding and unpaid Cooperation Costs as evidenced by such invoice and substantiating documentation, up to the date by when notice of termination is received and subject to the Developer Funding Cap. Developer and the District agree that the District may terminate this Agreement due to an uncured default or failure of Developer to provide reimbursement of the Cooperation Costs in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure as provided herein.

4. DEFAULT; NOTICE AND CURE. In the event of a breach of this Agreement by either party (including, without limitation, failure by the Developer to pay any funds due under this Agreement), the non-breaching party shall provide written notice to the other party of such breach, in which event such party shall have fifteen (15) days to cure such breach. In the event such party fails to cure the breach within fifteen (15) days after written notice from the non-breaching party, such party shall be deemed in default of this Agreement. A default by either party under this Agreement 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. However, failure of the parties to reach a mutual agreement as to the terms and conditions of any Interlocal Agreement after using commercially reasonable efforts shall not be considered a default under this agreement by either party.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having, or being deemed to have, structured, written, drafted, or dictated such provisions. Paragraph titles used herein are solely for convenience and are not to be used in interpreting particular provisions of this Agreement. The parties may evidence their acceptance of this Agreement by electronic mail transmission of a copy of this Agreement bearing the respective party's signature, and such electronic mail copy shall be binding for all purposes as fully as a copy bearing the original signature of such party.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

9. NOTICES. All notices, requests, consents and other communications hereunder (“**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:

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

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. **If to Developer:** LENNAR HOMES, LLC
Attn: Laura Coffey
4600 W Lennar St. Suite 200
Tampa, Florida 33607

With a copy to: Lennar Homes, LLC
700 NW 107th Avenue, Suite 400
Miami, Florida 33172
Attn: General Counsel

With a copy to: Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Attn: Christian F. O’Ryan
Attn: Jacob Cremer

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address 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.

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue and jurisdiction for any legal proceedings in connection with, based upon, or arising out of, under, or in connection with, this Agreement shall be in the Federal and State courts located in Pasco County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

16. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE PARTIES. THE PARTIES HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY FURTHER CERTIFIES AND REPRESENTS TO THE OTHER THAT NEITHER SUCH PARTY, NOR ANY REPRESENTATIVE OR AGENT OF SUCH PARTY (INCLUDING, BUT NOT LIMITED TO,

ITS RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO SUCH PARTY OR TO ANY AGENT OR REPRESENTATIVE OF SUCH PARTY (INCLUDING, BUT NOT LIMITED TO, ITS RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**CONNERTON WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Title: Secretary/Assistant Secretary

Print Name: _____
Title: Chairman, Board of Supervisors

LENNAR HOMES, LLC, a Florida limited
liability company

Print Name: _____
Title: _____

Tab 8

Prepared by:
Watson Law Group, PLLC
4925 Greenville Ave., Ste. 604
Dallas, Texas 75206
Attention: Monty Watson

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THAT **Pasco Investment Land LLC**, a Delaware limited liability company, whose mailing address is 1601 Elm Street, Suite 3110, Dallas, Texas, 75201, Attn: Ashley Noonan (“Grantor”), for Ten and No/100 Dollars (\$10.00) paid to Grantor by **CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“Grantee”), the receipt and sufficiency of which consideration are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, certain real property described on Exhibit A attached hereto (the “Land”) and made a part hereof for all purposes, together with (i) all right, title, and interest of Grantor, if any, in and to any and all buildings, structures, fixtures and improvements located on the Land, and (ii) all right, title, and interest of Grantor, if any, in and to all rights, privileges and easements appurtenant to the Land, all strips and gores adjoining or crossing the Land, and all appurtenances thereto (collectively, the “Property”).

This Special Warranty Deed (this “Deed”) is expressly made subject to the conditions, restrictions, reservations and easements of record affecting all or any part of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, Grantee’s heirs, successors, and assigns, forever; and Grantor does hereby bind Grantor, Grantor’s heirs, successors, assigns and legal representatives, except for the Permitted Exceptions and as otherwise provided in this Deed, to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee, Grantee’s heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME. GRANTEE AGREES THAT IT IS ACQUIRING THE PROPERTY ON AN “AS IS, WHERE IS AND WITH ALL FAULTS BASIS”, AND THAT GRANTEE HAS NOT RELIED ON, AND THAT GRANTOR, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE NOT MADE AND HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL PROPERTY AND THAT GRANTEE IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS GRANTEE DEEMS NECESSARY AND ASSUMES THE RISK OF ANY

ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY SUCH INSPECTIONS AND INVESTIGATIONS.

Grantee, by acceptance of this Deed, hereby FOREVER RELEASES AND DISCHARGES Grantor and its affiliates, employees, representatives, agents, members, managers and officers (collectively, the "Grantor Parties") from all responsibility and liability for, attributable to, or in connection with the Property, whether arising or accruing before, on, or after the date of this Deed, including, without limitation: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by any Grantor Parties to Grantee or any representative of Grantee; and (b) any and all liabilities, claims, obligations, demands damages, costs and expenses with respect to the structural, physical, or environmental condition of the Property or the valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; and (c) any implied or express warranties or guaranties of fitness, merchantability or any other implied or express warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. Grantee further hereby WAIVES (and by acceptance of this Deed will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject) concerning the physical characteristics and any existing conditions of the Property.

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$.70 are being paid on \$10.00 consideration in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

*[remainder of page intentionally left blank;
signature page follows]*

EXECUTED effective as of June ___, 2021.

WITNESSES:

Print name: _____

Print name: _____

GRANTOR:

PASCO INVESTMENT LAND LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as the _____ of **Pasco Investment Land LLC**, a Delaware limited liability company, on behalf of said limited liability company, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description of Real Property

TRACT P-14, CONNERTON VILLAGE TWO PARCEL 209, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____ OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Tab 9



Proposal #258

Date: 6/15/2021

PO #

Customer:

John Toborg
Rizzetta
9428 Camden Field Parkway
Riverview, FL 33578

Property:

Rizzetta - Connerton West CDD
21100 Fountain Garden Road
Land O' Lakes, FL 34637

Connerton dead Tree removal

This proposal is to remove the dead trees and replace with sod .

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Tree Removal/Stump Gring		\$1,070.15	\$1,070.15

By _____

Craig Bramblett

Date 6/15/2021 _____

Capital Land Management

By _____

Date _____

Rizzetta - Connerton West CDD

Tree Removal/Stump Gring

All work will be completed as proposed and/or in accordance with plan design unless change orders are agreed upon in writing. All Trees, Palms, Plants and Turf are warranted for thirty (30) days once installed. It is neither implied nor understood that any plant that is transplanted shall be warranted or survival guaranteed. Theft and Vandalism is not warranted. No warranty applies to events caused by Mother Nature such as but not limited to, freeze, drought, flood, winds, natural disasters, ect. No warranty applies to mechanical failure such as but not limited to irrigation systems, wells or other sources of water unless Contractor is found negligent. Grassy weeds in turf such as, but not limited to Torpedo, Carpet, Crab, Goose, Bermuda, ect. cannot be warranted or fully prevented. Balances not paid by the due date are subject to late fees.

Tab 10



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P.O. Box 890

Land O'Lakes, FL 34639

+ 1 813 996-0001

+1 888 NEBULA-5

+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE#

EC13003460

DATE

7/1/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	Multi - See Light Flow
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Custom
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(330)	LINEAR FEET LIGHTING		

		TOTAL PRICE	\$14,850
--	--	-------------	----------

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Fourteen thousand eight hundred and fifty Dollars

\$14,850 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

Date

Signature

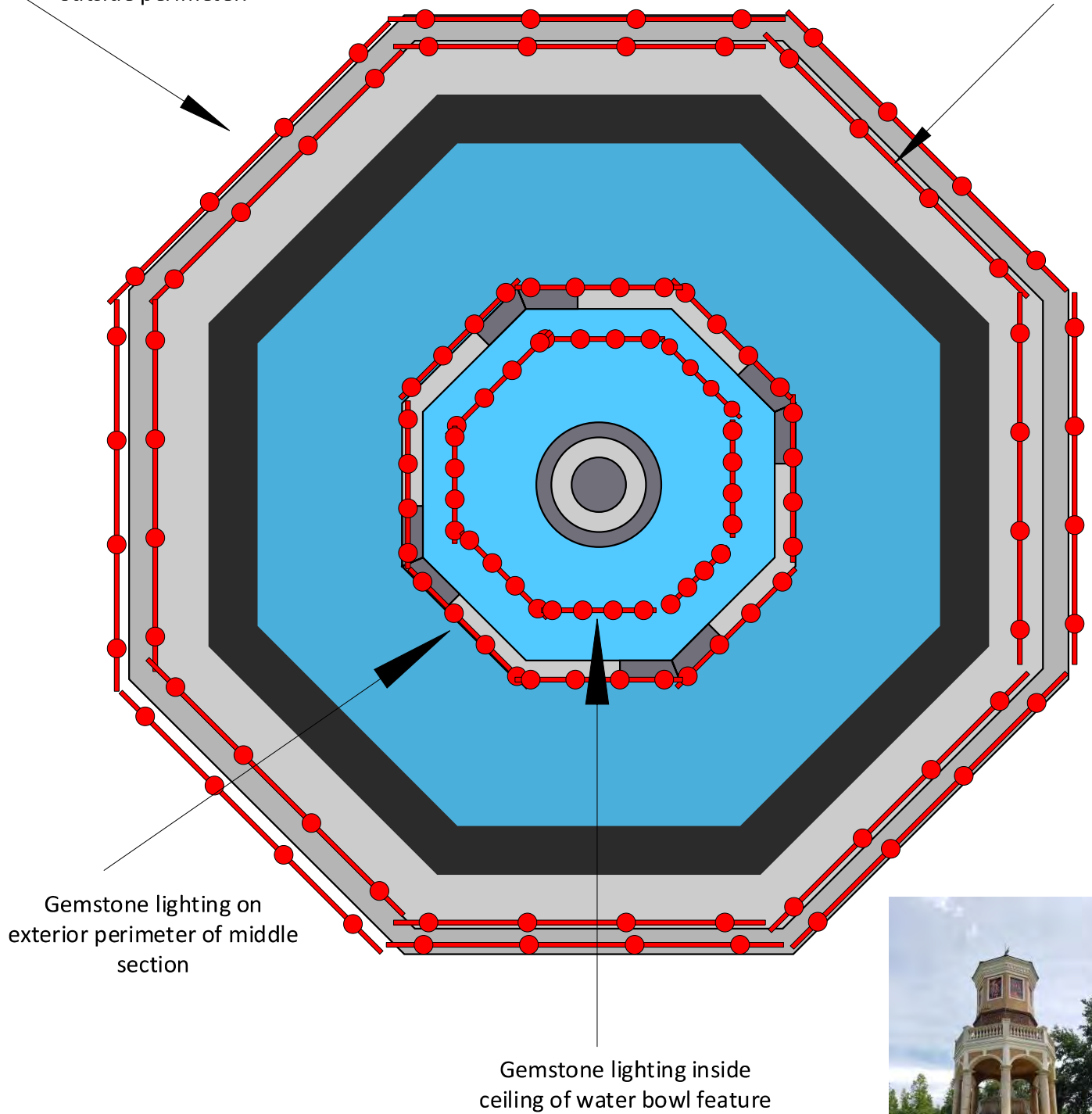
FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



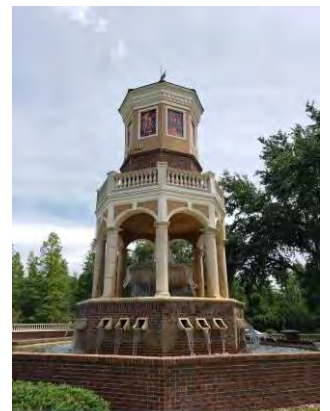
Connerton CDD
Fountain

Gemstone Lighting around
inside perimeter.

Gemstone Lighting around
outside perimeter.



**330 Linear Feet of multi-
colored and multi-
angled track.**



Blank Tab



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+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE# **EC13003460**
DATE 6/29/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	SPL-Plygem Chestnut Brown
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(72)	LINEAR FEET LIGHTING		
15	LINEAR FEET UNPUNCHED TRACK		

		TOTAL PRICE	\$3,219
JASMINE ABBEY 1 & 2			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Three thousand two hundred and nineteen Dollars

\$3,219 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

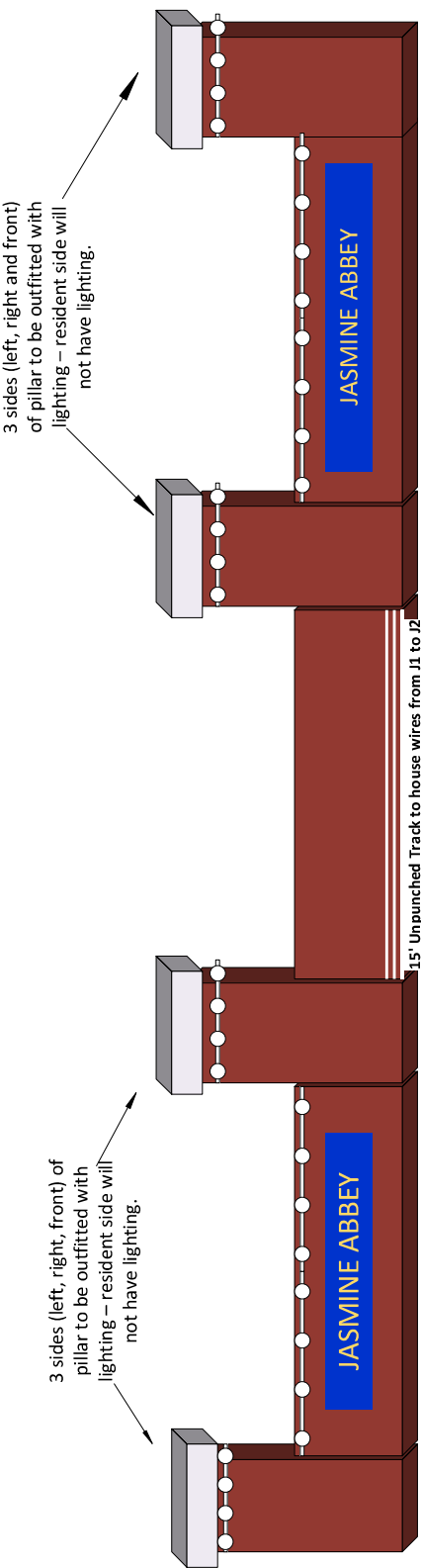
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"Jasmine Abbey" entrance



72 Linear feet of Lighting.
15 Linear feet of Unpunched track.
Color: SPL-Plygem Chestnut Brown.
Single Power Supply & Hub Controller.

Blank Tab



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ESTIMATE/CONTRACT

LICENSE# **EC13003460**

DATE 6/28/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	STD - Wayne Old World Blue
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(58)	LINEAR FEET		

		TOTAL PRICE	\$2,150
Connerton North Entrance			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Two Thousand Three Hundred Dollars

\$2,150 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

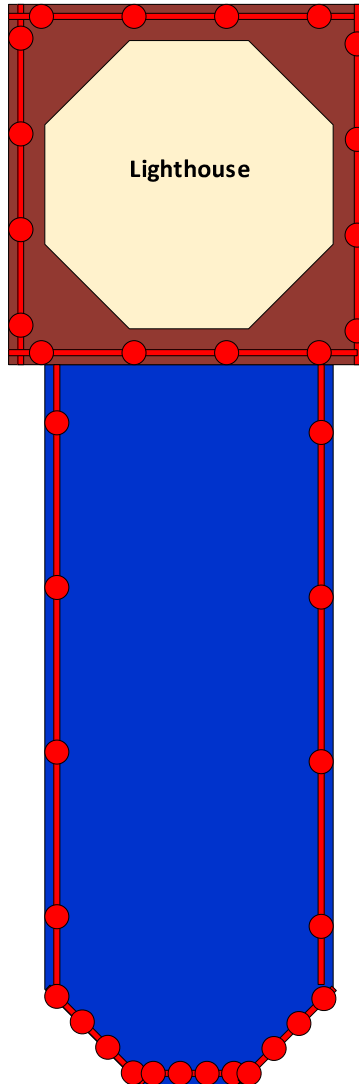
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
Connerton North Entrance



58 Linear Feet
Backtrack
Color: STD – Wayne Old
World Blue
No Light in Lighthouse

Blank Tab



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Land O'Lakes, FL 34639

+ 1 813 996-0001

+1 888 NEBULA-5

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ESTIMATE/CONTRACT

LICENSE# **EC13003460**

DATE 6/29/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	SPL-Plygem Chestnut Brown
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(38)	LINEAR FEET LIGHTING		

		TOTAL PRICE	\$1,406
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All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

One thousand four hundred and six Dollars

\$1,406 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

Date _____

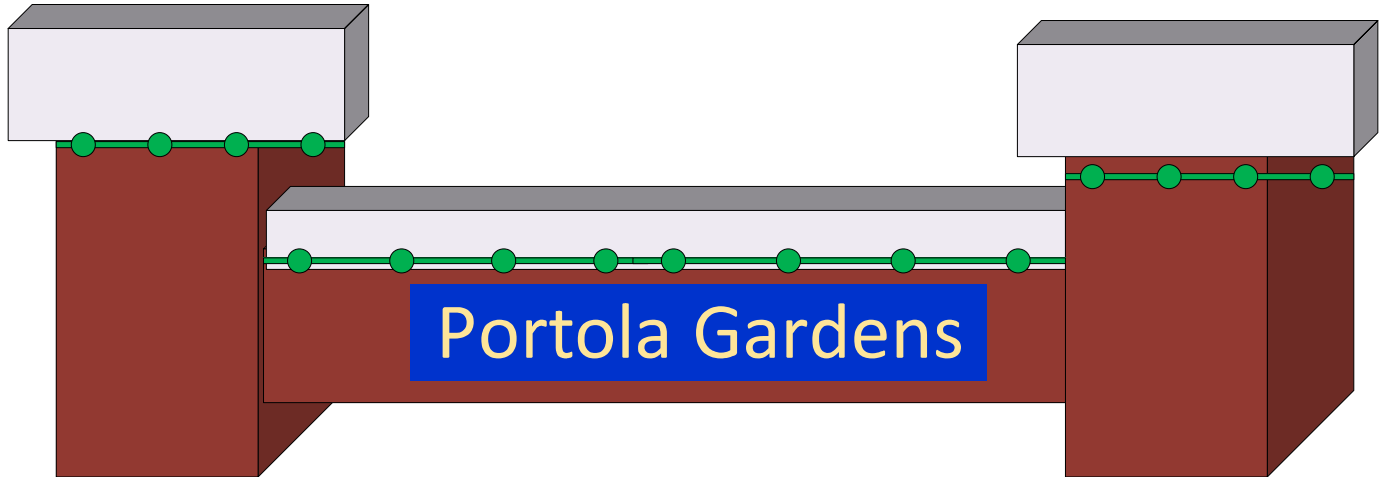
Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"Portola Gardens" Entrance

3 Sides of Pillar (left, right
and front) will be outfitted
with lighting. No lighting on
resident facing side.



38 Linear Feet
Backtrack mounted to brick
facia.
Color: SPL – Plygem Chestnut
Brown to match brick.

Blank Tab



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ESTIMATE/CONTRACT

LICENSE#

EC13003460

DATE

6/29/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	Multi - See light flow
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(85)	LINEAR FEET		

		TOTAL PRICE	\$3,145
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All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Three thousand one hundred and forty five Dollars

\$3,145 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

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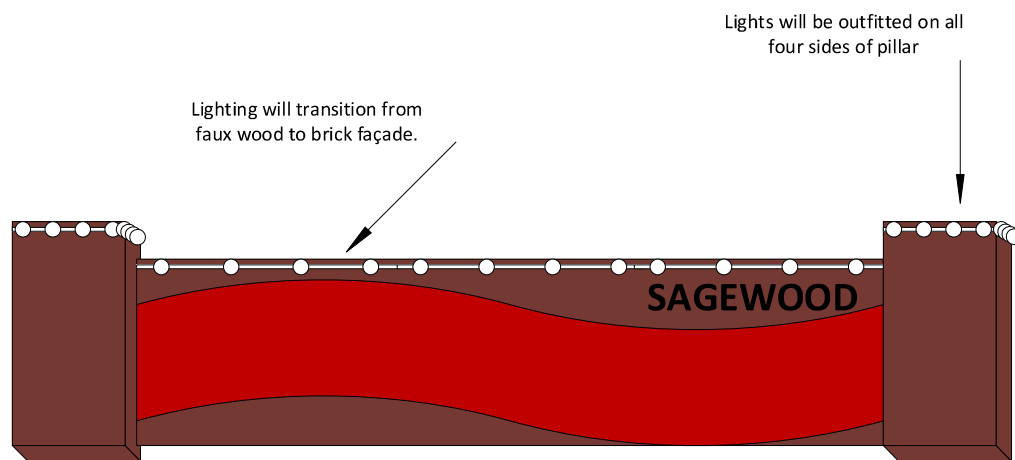
Date

Signature

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"SAGEWOOD" entrance



85 Linear Feet
Backtrack
Colors: STD-Plygem Musket
Brown for wood faux fascia.
STD-Royal Linen for Pillar
tops.
SPL-Plygem Chestnut Brown
for brick façade.

Blank Tab



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ESTIMATE/CONTRACT

LICENSE# **EC13003460**

DATE 6/28/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	STD - Wayne Old World Blue
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(58)	LINEAR FEET		

		TOTAL PRICE	\$2,150
Connerton South Entrance			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Two Thousand Three Hundred Dollars

\$2,150 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

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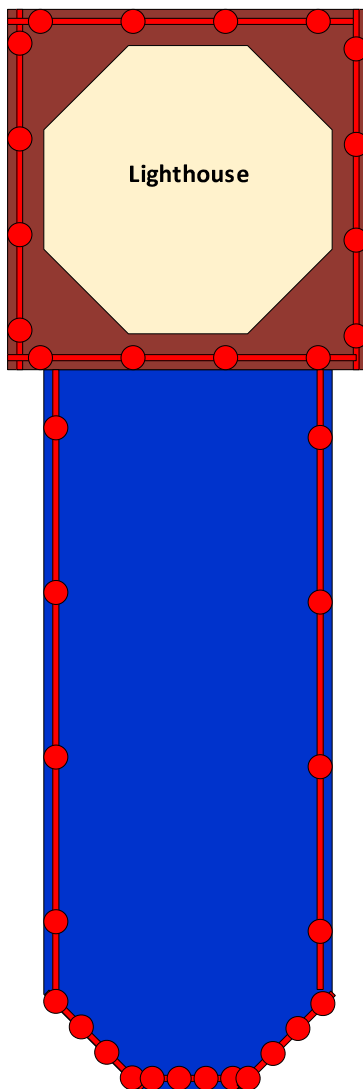
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
Connerton South Entrance



58 Linear Feet
Backtrack
Color: STD – Wayne Old
World Blue
No Light in Lighthouse

Blank Tab



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Land O'Lakes, FL 34639

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ESTIMATE/CONTRACT

LICENSE#

EC13003460

DATE

7/1/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	Multi - See Light Flow
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Custom Hat Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(35)	LINEAR FEET LIGHTING		

		TOTAL PRICE	\$1,295
The Arbors North			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

One thousand two hundred and ninety five Dollars

\$1,295 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

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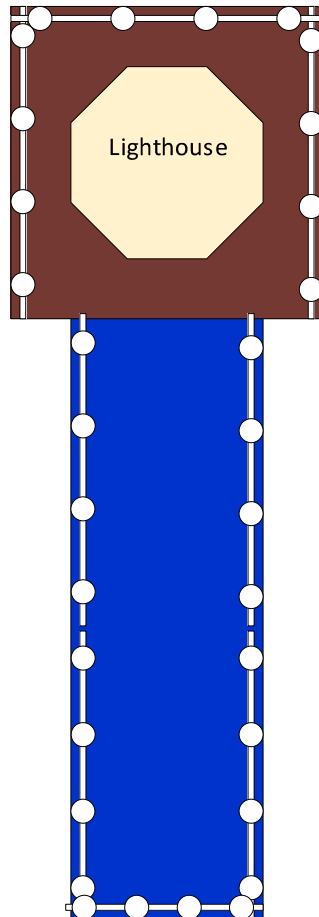
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"The Arbors" North Entrance



35 Linear Feet
Custom angled track
mounted on Angled top edge
of sign.
Color: STD-Wayne Old World
Blue for sign
Color: SPL-Plygem Chestnut
Brown for brick pillar.

Blank Tab



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+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE# **EC13003460**

DATE 7/1/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	Multi - See Light Flow
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Custom Hat Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(35)	LINEAR FEET LIGHTING		

		TOTAL PRICE	\$1,295
The Arbors South			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

One thousand two hundred and ninety five Dollars

\$1,295 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

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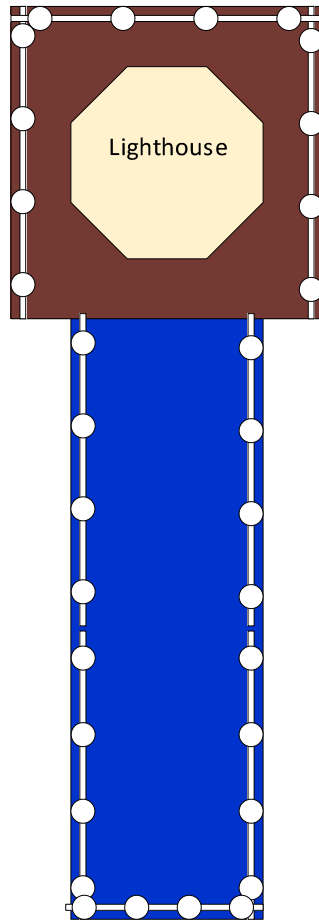
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"The Arbors" South Entrance



35 Linear Feet
Custom angled track
mounted on Angled top edge
of sign.
Color: STD-Wayne Old World
Blue for sign
Color: SPL-Plygem Chestnut
Brown for brick pillar.

Blank Tab



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+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE# **EC13003460**
DATE 6/29/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	Multi - See light flow
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(27)	LINEAR FEET		

		TOTAL PRICE	\$1,000
VERONA			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

One thousand Dollars

\$1,000 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

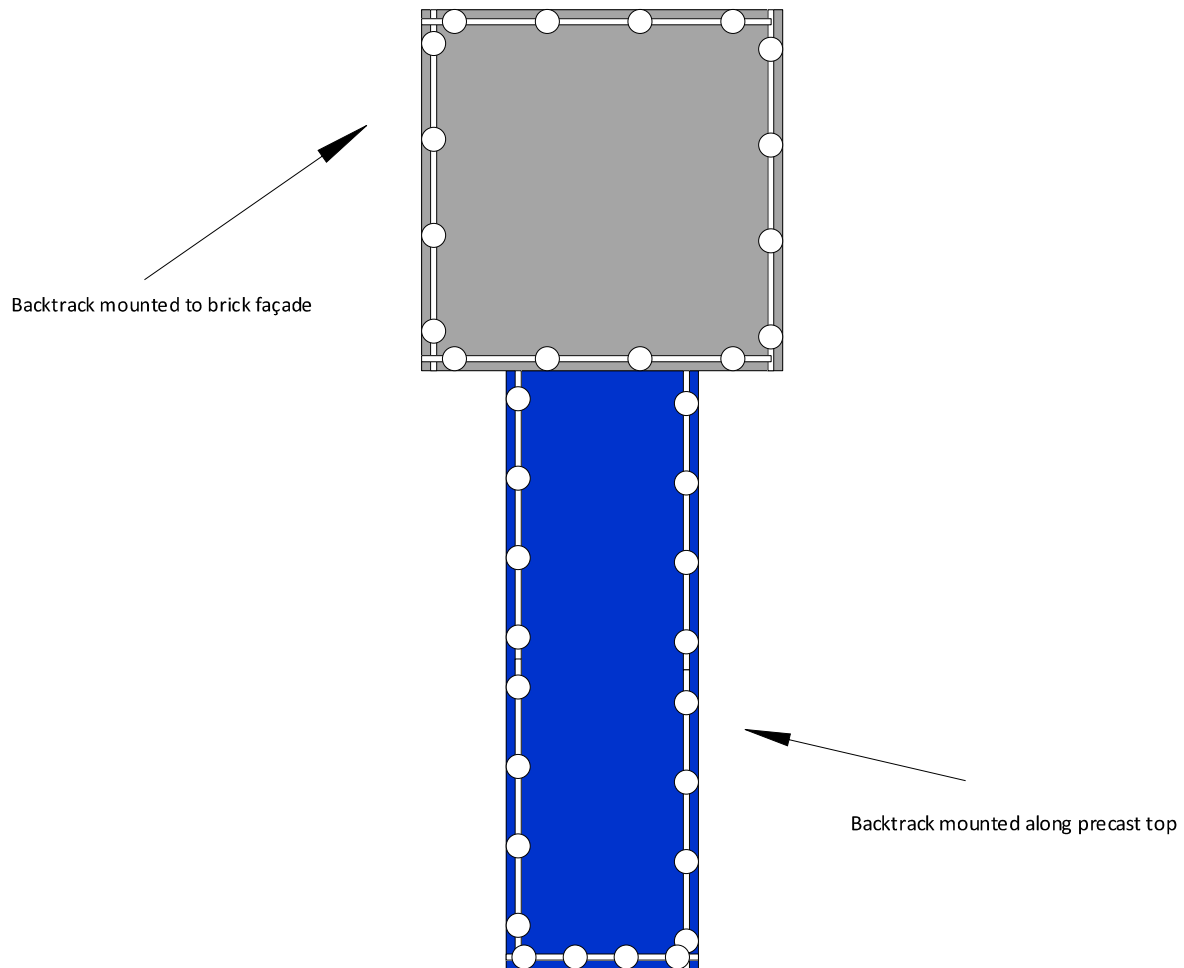
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"Verona" entrance
Aerial view.



27 Linear Feet
Color: SPL Plygem Chestnut
Brown for brick façade.
STD-Gentek Dover Gray 536
for cement precast top.

Blank Tab



www.nebulalighting.com

P.O. Box 890
Land O'Lakes, FL 34639

+ 1 813 996-0001
+1 888 NEBULA-5
+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE# **EC13003460**
DATE 6/28/2021



PROPOSAL SUBMITTED TO (OWNER)

NAME	Daniel Novak c/o Connerton CDD		
ADDRESS	21100 Fountain Garden Way		
CITY	Land O Lakes	FLORIDA	ZIP 34637
PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Nebula LED Lighting System to include:

(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	SPL - Plygem Chestnut Brown
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(57)	LINEAR FEET		

		TOTAL PRICE	\$2,100
Willow Vista at Emery Oak			

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Two Thousand Three Hundred Dollars

\$2,100 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

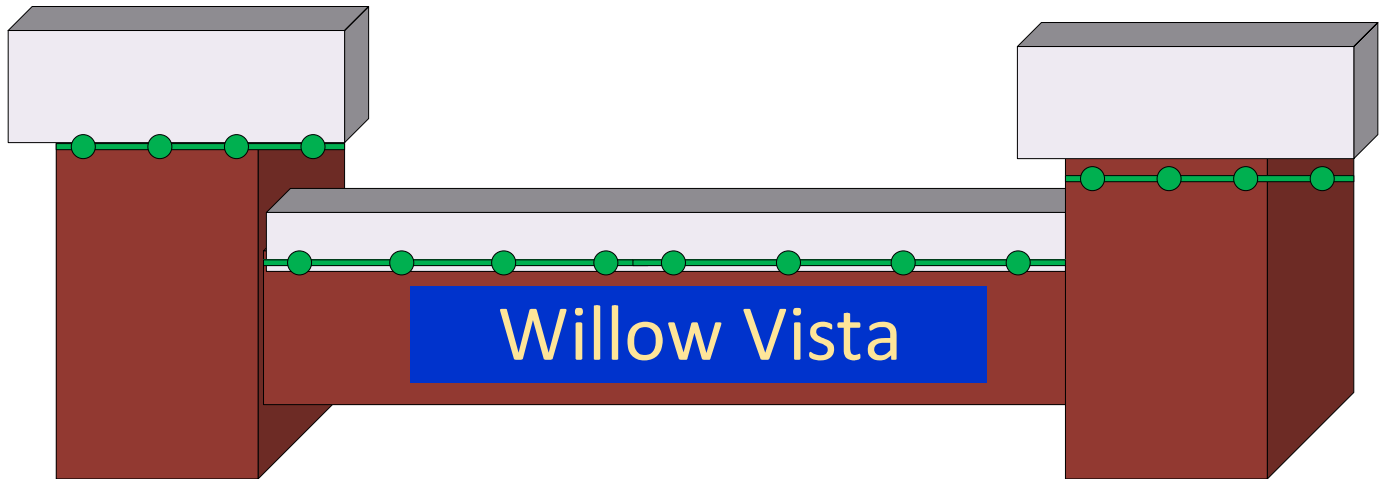
Date _____

Signature _____

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"Willow Vista" Entrance at
Emery Oak



57 Linear Feet
Backrack mounted to brick
facia.
Color: SPL – Plygem Chestnut
Brown to match brick.

Blank Tab



www.nebulalighting.com

P.O. Box 890

Land O'Lakes, FL 34639

+ 1 813 996-0001

+1 888 NEBULA-5

+1 813 907-0077 fax

ESTIMATE/CONTRACT

LICENSE#

EC13003460

DATE

6/28/2021



PROPOSAL SUBMITTED TO (OWNER)

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PHONE	727-421-8262		

WORK TO BE PERFORMED AT

ADDRESS	
EMAIL ADDRESS	seat5@connertonwestcdd.com
GATE CODE:	0

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(x)	GEMSTONE LIGHTING SYSTEM	SOFFIT COLOR	SPL - Plygem Chestnut Brown
(x)	LOW VOLT POWER SUPPLY	TRACK DEPTH	Back Track
()	GFI OUTLET \$150		
(x)	CELL PHONE APP		
()	ADDT'L POWER SUPPLY \$499		
(45)	LINEAR FEET		

		TOTAL PRICE	\$1,665
--	--	-------------	---------

Willow Vista at Connerton/Flou

All material is guaranteed to be as specified, and work to be performed in accordance with drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of :

Two Thousand Three Hundred Dollars

\$1,665 with payments made as follows:

(1/2)	ON DEPOSIT
(1/2)	ON COMPLETION

Per:

Marc Baykara

Note - This proposal may be withdrawn by us if not accepted within 30 days.

PLEASE ALLOW (7) WEEK(S) INSTALLATION (SUBJECT TO CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL).

The above process, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Any customer changes to contract/materials after execution, this may result in additional charges at customer's expense. Payments will be made as outlined above.

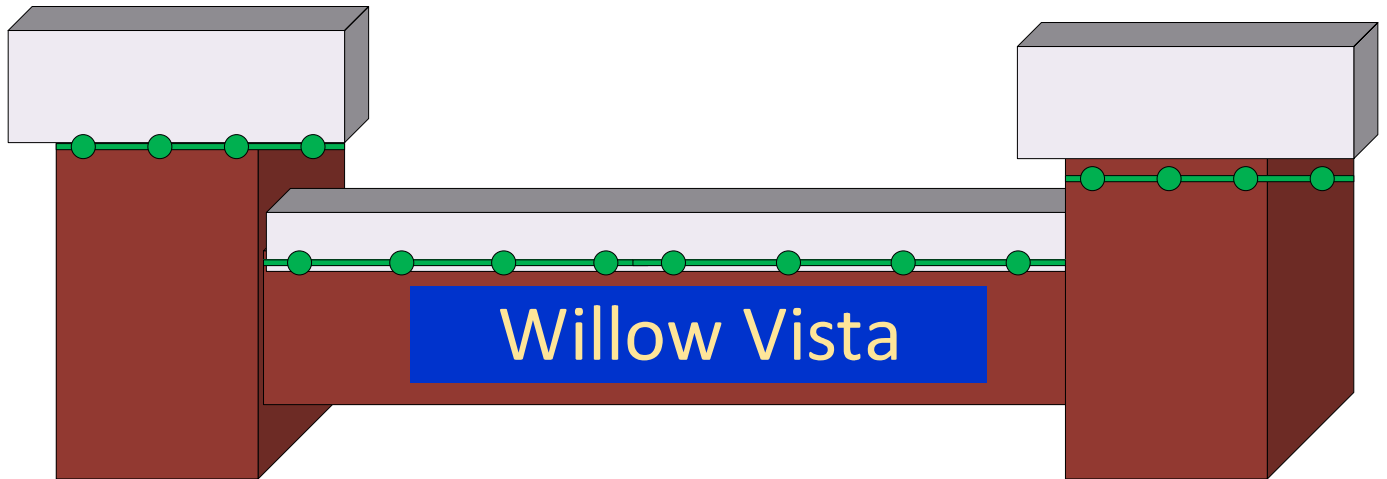
Date

Signature

FIVE (5) YEAR PARTS AND FIVE (5) YEAR LABOR WARRANTY



Connerton CDD
"Willow Vista" Entrance at
Connerton & Flourish



45 Linear Feet
Backrack mounted to brick
facia.
Color: SPL – Plygem Chestnut
Brown to match brick.

Tab 11

RESOLUTION 2021-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
REDESIGNATING ASSISTANT SECRETARY 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 (hereinafter the “Board”) previously designated Greg Cox and Aimee Brandon as Assistant Secretary pursuant to Resolution 2020-14; and

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

Section 1. Matthew Huber is appointed Assistant Secretary.

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

PASSED AND ADOPTED THIS 12th DAY OF JULY 2021.

**CONNERTON WEST
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 12

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, May 18, 2021 at 3:03 p.m.** at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638

Present and constituting a quorum:

Daniel Novak	Board Supervisor, Vice-Chairman
Chris Kawalec	Board Supervisor, Assistant Secretary
Fredrick Lise	Board Supervisor, Assistant Secretary (via phone)
Tyson Krutsinger	Board Supervisor, Assistant Secretary

Also present were:

Aimee Brandon	District Manager, Rizzetta & Company
Michelle Rigoni	District Counsel, Hopping Green & Sams, P.A.
Greg Woodcock	District Engineer, Cardno

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Call to Order

Ms. Aimee Brandon called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members in attendance.

THIRD ORDER OF BUSINESS

**Discussion of Fiscal Year 2021-2022
Budget Planning**

Ms. Brandon presented the FY 2021-2022 Proposed Budget to the Board of supervisors.

Ms. Brandon informed the Board of a 2% increase in Administrative Services, District Management, Assessment Roll, Financial & Revenue Collections and Accounting Services.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
May 18, 2021 - Minutes of Meeting
Page 2

50 A brief discussion was held regarding Deputy Patrols and the possibility of
51 increasing the budget on this item. The Board would like Ms. Brandon to check with the
52 HOA to see if they would be willing to increase the amount of Patrols and still split the cost.

53
54 There was discussion as to whether the water-sewer services budget should be
55 increased or not, ultimately the Board decided to keep the numbers consistent with last
56 years budget.

57
58 The Board discussed the lake/pond bank maintenance and stormwater system
59 maintenance line items. They agreed to keep the line item for lake/pond bank
60 maintenance with no dollar amount on the budget and also agreed to place the budget for
61 stormwater system maintenance at \$10,000.

62
63 Ms. Brandon had a budget of \$4,000 for Wetland Monitoring & Maintenance and
64 discussed with the Board that it may be included in the Aquatics Maintenance budget. She
65 informed the Board that she would investigate this line item and if it is not necessary to
66 have, she will remove this item from the budget.

67
68 Ms. Brandon asked the Board if they would like to increase the budget for
69 Miscellaneous Expenses. The Board agreed that item was not necessary and asked Ms.
70 Brandon to remove this line item from the budget.

71
72 A brief discussion ensued regarding the line item for Landscape Maintenance. Ms.
73 Brandon mentioned to the Board that she placed a 4% increase to \$402,272 for this item.
74 However, after some discussion, the Board felt this increase was not sufficient and asked
75 Ms. Brandon to increase the budget for Landscape Maintenance to \$420,272.

76
77 Ms. Brandon discussed the Irrigation Maintenance line item with the Board. After
78 some discussion, the Board asked Ms. Brandon to increase the budget for this item from
79 \$115,000 to \$120,000.

80
81
82 **Ms. Gail Huff entered the meeting at 4:00 p.m.**

83
84 After a brief discussion with Ms. Huff, the Board decided to increase the budget for
85 Irrigation Filters from \$162 to \$4,000.

86
87 Discussion ensued regarding mulch re-placement and if it was necessary to budget
88 \$62,400 to be done two times a year. The Board agreed that they would like to drop the
89 budget to \$35,000 and only have it done once a year and use the miscellaneous reserves
90 if necessary.

91
92 After discussion of the Conservation Cutback line item, the Board agreed to
93 increase the budget from \$5,000 to \$7,500.

94
95 Ms. Brandon suggested putting an amount in the Street Sign Repair and
96 Replacement line item. Ms. Brandon will work with Mr. Chris Kawalec on getting new
97 signage. The Board agreed to set the budget to \$5,000.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
May 18, 2021 - Minutes of Meeting
Page 3

98 The Board discussed Roadway Repair Maintenance and agreed to set the budget
99 for this to \$10,000.

100
101 Ms. Kelly Klukowski and Ms. Deneen Klenke presented the RASI Proposal and
102 discussed several budget items.

103
104 A brief discussion ensued regarding, benefits offered, vacation hours and training.
105 The Board requested that a member from the RASI team interview Stan. They would also
106 like Ms. Brandon to reach out to the HOA regarding reimbursement. Mr. Novak will work
107 with Ms. Klukowski from RASI regarding the different proposal options.

108
109
110 **Ms. Brandon asked for direction from the Board to close the Budget Workshop at**
111 **5:40 p.m.**

112
113
114 _____
115 Assistant Secretary

Chairman / Vice-Chairman

Tab 13

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
May 18, 2021 - Minutes of Meeting
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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 1st Audit Meeting of the Board of Supervisors of Connerton West Community Development District was held on **Tuesday, May 18, 2021 at 5:47 p.m.** at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638

Present and constituting a quorum:

Tyson Krutsinger	Committee Member
Daniel Novak	Committee Member
Chris Kawalec	Committee Member
Fredrick Lise	Committee Member (via phone)

Also present were:

Aimee Brandon	District Manager, Rizzetta & Company
Jason Liggett	Field Services Manager, Rizzetta & Company
Michelle Rigoni	District Counsel, Hopping Green & Sams, P.A.
Greg Woodcock	District Engineer, Cardno
Gail Huff	Representative, Ballenger
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Aimee Brandon opened the 2nd Audit Committee meeting at 5:47 p.m. and noted that there were no audience members in attendance.

SECOND ORDER OF BUSINESS

Ranking of Audit Proposals Received

During the Ranking of Proposals, the Board provided Ms. Aimee Brandon with their individual scoring sheets to be tallied.

Ms. Brandon tallied the numbers and noted that Grau & Associates ranked highest with a total of 296 points.

The Board unanimously agreed as the Audit Committee that Grau & Associates would be their recommendation.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
May 18, 2021 - Minutes of Meeting
Page 2

THIRD ORDER OF BUSINESS

Adjournment

The Board agreed to close the 2nd Audit Committee at 5:49 p.m.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 14

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, May 18, 2021 at 5:49 p.m.** at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638

Present and constituting a quorum:

Daniel Novak	Board Supervisor, Vice-Chairman
Chris Kawalec	Board Supervisor, Assistant Secretary
Tyson Krutsinger	Board Supervisor, Assistant Secretary

Also present were:

Aimee Brandon	District Manager, Rizzetta & Company
Jason Liggett	Field Services Manager, Rizzetta & Company
Michelle Rigoni	District Counsel, Hopping Green & Sams, P.A.
Greg Woodcock	District Engineer, Cardno
Gail Huff	Representative, Ballenger

Audience	Not Present
----------	--------------------

FIRST ORDER OF BUSINESS

Call to Order

Ms. Aimee Brandon called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

THIRD ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

District Counsel has no report at this time.

Mr. Chris Kawalec questioned why the District has been receiving monthly invoices for the meeting advertisements instead of just the one at the beginning of the fiscal year.

Ms. Rigoni explained that there are two separate statutes that support this.

Ms. Brandon mentioned that they are working on changing the legislation on the requirements of advertising, but they have not finalized it yet.

B. District Engineer – Greg Woodcock

The Board received the District Engineer Report from Mr. Greg Woodcock.

1. Update on Trail Project:

Mr. Woodcock provided the Board with an update on the Trail Project. He informed the Board that the County was still in the review process and that he continues to push for answers.

2. Update on Storybrook Park:

Storybrook Park is currently in for SWFMD today. SWFMD requested that an O&M Inspection be done, proof of ownership must be provided and a curb number calculation for the impervious and pervious sections must be provided.

3. Fence Easement License Agreement Update

Mr. Woodcock explained to the Board that he would be working with Ms. Brandon to get letters out to each of the homeowners to get license Agreements in place.

C. District Manager Report

The Board received the District Manager report from Ms. Brandon.

Ms. Brandon reminded the Board of their next regular scheduled meeting that will be held on June 7th at 6:00 p.m.

Ms. Brandon announced to the Board that there are 2,658 registered voters in Connerton West CDD.

Ms. Brandon discussed the financial statement.

FOURTH ORDER OF BUSINESS

Consideration of RFP for Landscaping

The Board discussed RFP for Landscaping and directed staff to prepare the Request for Proposal documents and advertise for Bids.

On a motion from Mr. Krutsinger, seconded by Mr. Kawalec, with all in favor, the Board of Supervisors approved to proceed with the Landscaping Request for Proposals (RFP) package as presented for the Connerton West Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Audit Committee's
Recommendation for Audit Services &
Award Contract**

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
May 18, 2021 - Minutes of Meeting
Page 3

92
93 The Board received the Audit Committee recommendation to award Grau &
94 Associates with the contract.
95

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board approved the Audit Committee recommendation to award Grau & Associates with a contract for the Connerton West Community Development District.

96
97 **SIXTH ORDER OF BUSINESS**

Consideration of Garden Party Park Exhibits

98
99
100 Mr. Woodcock explained the different options and costs to the Board. A brief
101 discussion ensued; the Board decided to go with option 1.
102

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board approved Option 1 for the Garden Party Park renovation for the Connerton West Community Development District.

103
104 **SEVENTH ORDER OF BUSINESS**

Consideration of Landscape Lighting Proposal

105
106
107 Mr. Woodcock mentioned to the Board that he has been in contact with
108 Bluewave Lighting regarding the Ballard light repairs. Bluewave Lighting gave a not to
109 exceed proposal price of \$950.00.

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board approved the Bluewave Lighting proposal, not to exceed \$950.00, for the Connerton West Community Development District.

110
111 **EIGHTH ORDER OF BUSINESS**

Consideration of Boardwalk Assessment and Fee

112
113
114 The Board reviewed the Boardwalk Assessment and Fee proposal and a brief
115 discussion ensued regarding the NTE amount of \$12,385.00.
116

117 Mr. Krutsinger feels that this proposal amount seems very high. Mr. Woodcock said
118 he can negotiate the cost.
119

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board approved the Cardo Proposal, NTE \$12,385.00, for the Connerton West Community Development District.

120
121 **NINTH ORDER OF BUSINESS**

Supervisor Requests

122
123 During Supervisor request, Mr. Kawalec requested Ms. Brandon reach out to
124 Lennar to find out when they will start to develop the area by Stan's shed.

125

126

TENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Novak, seconded by Mr. Krutsinger, the Board agreed to adjourn the meeting at 6:41 p.m. for the Connerton West Community Development District.

127

128

129

130

131

132

Assistant Secretary

Chairman / Vice-Chairman

DRAFT

Tab 15

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, June 7, 2021 at 6:00 p.m.** at Club Connerton, located at 21100 Fountain Garden Way, Land O' Lakes, FL 34638

Present and constituting a quorum:

Daniel Novak	Board Supervisor, Vice-Chairman
Chris Kawalec	Board Supervisor, Assistant Secretary
Tyson Krutsinger	Board Supervisor, Assistant Secretary
Fredrick Lise	Board Supervisor, Assistant Secretary

Also present were:

Aimee Brandon	District Manager, Rizzetta & Company
Jason Liggett	Field Services Manager, Rizzetta & Company
Roy Van Wyk	District Counsel, Hopping Green & Sams, P.A.
Greg Woodcock	District Engineer, Cardno
Gail Huff	Representative, Ballenger
Craig Bramblett	CLM
Stan Zuercher	Field Operations

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Call to Order

Ms. Aimee Brandon opened the regular CDD Meeting in person at 6:00 p.m. and noted that there were audience members in attendance.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

The Board received audience comments regarding; fence review process as it relates to the HOA and clarification about cutbacks.

THIRD ORDER OF BUSINESS

STAFF REPORTS

A. Operations Report

The Board received the Property Maintenance Report from Mr. Stan Zuercher. The Board asked from Mr. Zuercher to treat the fire ants around the playgrounds

B. Field Inspection Report

The Board received the Field Inspection Report from Mr. Jason Liggett.

The Board discussed beginning the Landscaping RFP process.

The Board agreed to keep the existing scope of work with the addition of Mr. Chris Kawalec's suggested additions.

Mr. Liggett reminded the Board the Cutback RFP will be separate from the Landscaping RFP.

The Board discussed the CLM proposal for annuals and soil in the amount of \$12,650.00. The Board agreed to have CLM plant a combination of Coleus and Zinnia flowers.

On a motion from Mr. Fredrick Lise, seconded by Mr. Kawalec, the Board approved to authorize staff to begin the Landscaping RFP process for the Connerton West Community Development District.

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board approved the CLM proposal for \$12,650.00 for the Connerton West Community Development District.

C. Irrigation Report

The Board received the Irrigation Report from Ms. Gail Huff. A brief discussion ensued regarding EP1 being rusted over and the cause of the stuck valve in Verona.

D. Aquatics Report

The Board received the Aquatics Report from Aquatic Weed Control. The Board requested the vendors' presence at the next meeting.

E. District Counsel

The Board received the District Counsel Report from Mr. Roy Van Wyk.

Mr. Van Wyk discussed the funding agreement with Lennar.

Mr. Van Wyk discussed the license agreement request from the development counsel. He suggested waiting on signing the license agreement until the master agreement with the County was released.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
June 7, 2021 - Minutes of Meeting
Page 3

F. District Engineer – Greg Woodcock

The Board received the District Engineer Report from Mr. Greg Woodcock.

Mr. Woodcock provided the Board with an update on the Trail Project.

Mr. Woodcock also discussed the Storybrook Park and the proposal from Sitemasters for \$600.00.

The Board discussed the Fence Easement License agreement update. Mr. Van Wyk suggested the Board send a letter to the resident who has a chain blocking the CDD easement and access to the pond requesting them to remove it.

The final notices should be sent immediately to those who previously were notified to rectify the issue with the one new address to receive the first notice. All have until July 12th to comply, or Roy is to take further legal action.

On a motion from Mr. Kawalec, seconded by Mr. Lise, the Board approved the Sitemaster proposal for \$600.00 for the Connerton West Community Development District.

On a motion from Mr. Daniel Novak, seconded by Mr. Kawalec, the Board approved District Counsel sending a letter to the resident by the July 12th if the chain has not been removed for the Connerton West Community Development District.

G. District Manager Report

The Board received the District Manager report from Ms. Brandon.

Ms. Brandon discussed cancelling the July Board of Supervisors meeting.

Ms. Brandon provided the Board with an update on their financials.

The Board discussed advertising for the open seat.

Ms. Brandon mentioned the HOA request to see the Verona and The Arbors entrance signs repainted. Mr. Novak said that he would have a couple of recommended vendors we could choose from.

The Board gave District Management authorization to approve painting the signs if the price comes within the threshold of approval.

On a motion from Mr. Kawalec, seconded by Mr. Lise, the Board agreed to cancel the July meeting. The next regular scheduled Board of Supervisors meeting will be held on August 2nd at 6:00 p.m. for the Connerton West Community Development District.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
June 7, 2021 - Minutes of Meeting
Page 4

FOURTH ORDER OF BUSINESS

Update on RASI Amenity Proposal

The Board discussed the RASI Amenity Proposal.

Ms. Brandon provided the Board with an update on the negotiation between RASI and Mr. Stan Zuercher. The new proposal amount for keeping Mr. Zuercher at his current rate would increase to a total of \$98,330.00.

The Board discussed having an effective date of October 1st, 2021 to implement the changes. The Board agreed to discuss with the HOA a possible "cost share agreement" so that the HOA could continue to have work done by Mr. Zuercher.

On a motion from Mr. Novak, seconded by Mr. Kawalec, the Board approved the RASI Amenity Proposal for \$98,330.00 with an effective date of October 1st, 2021 for the Connerton West Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of FY 2019-2020 Audit Report

The Board received the Consideration of FY 2019-2020 Audit Report.

On a motion from Mr. Lise, seconded by Mr. Novak, the Board approved to receive the FY2019-2020 Audit Report for the Connerton West Community Development District.

SIXTH ORDER OF BUSINESS

Public Hearing on Notice of Rule Making

Ms. Brandon requested opening a Public Hearing on Notice of Rule Making.

On a motion from Mr. Novak, seconded by Mr. Lise, the Board agreed to open a Public Hearing on Notice of Rule Making for the Connerton West Community Development District.

The Board received the Consideration of Resolution 2021-05, Adopting a Rule for the Purpose of Setting a Rate for the Fee relating to Fence Applications.

There were no audience comments.

On a motion from Mr. Novak, seconded by Mr. Lise, the Board agreed to Adopt Resolution 2021-05, Adopting a Rule for the Purpose of Setting a Rate for the Fee relating to Fence Applications for the Connerton West Community Development District.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
June 7, 2021 - Minutes of Meeting
Page 5

Ms. Brandon requested to close the Public Hearing.

On a motion from Mr. Lise, seconded by Mr. Kawalec, the Board closed the Public Hearing for the Connerton West Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of FY 2021-2022
Proposed Budget**

The Board received the Consideration for FY 2021-2022 Proposed Budget.

Ms. Brandon discussed decreasing the Reserve amount to offset the increase in the RASI Amenity Proposal so that no residents would incur an assessment increase.

Ms. Brandon noted that the Apartments, Commercial and Unplotted parcels would receive an increase in assessments.

On a motion from Mr. Lise, seconded by Mr. Tyson Krutsinger, the Board approved the FY 2021-2022 Proposed Budget for the Connerton West Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2021-06,
Approving FY 2021-2022 Proposed
Budget and Setting Public Hearing**

The Board received the Consideration of Resolution 2021-06, Approving FY 2021-2022 Proposed Budget & Setting the Public Hearing Date.

On a motion from Mr. Lise, seconded by Mr. Kawalec, the Board approved Resolution 2021-06, Approving FY 2021-2022 Proposed Budget & Setting the Public Hearing Date for the Connerton West Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' 1st Audit Meeting held
on April 5, 2021**

The Board received the Consideration of Minutes of the Board of Supervisors' 1st Audit Meeting held on April 5, 2021.

On a motion from Mr. Novak, seconded by Mr. Lise, the Board approved the Minutes of the Board of Supervisors' 1st Audit Meeting held on April 5, 2021, as presented, for the Connerton West Community Development District.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

June 7, 2021 - Minutes of Meeting

Page 6

TENTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Regular Meeting held
on April 5, 2021**

The Board received the Consideration of Minutes of the Board of Supervisors' Meeting Held on April 5, 2021.

On a motion from Mr. Lise, seconded by Mr. Krutsinger, the Board approved the Minutes of the Board of Supervisors' Meeting Held on April 5, 2021, as presented, for the Connerton West Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for March &
April 2021**

The Board received the Consideration of Operation & Maintenance Expenditures for March & April 2021.

On a motion from Mr. Kawalec, seconded by Mr. Novak, the Board agreed to ratify the O&M Expenditure invoices for March 2021 (\$154,480.55) and April 2021 (\$118,431.42) for the Connerton West Community Development District.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

During Supervisors Request Mr. Novak discussed the meeting he had with a lighting vendor to discuss LED lights at the monuments. The Board agreed to have Mr. Novak obtain a formal proposal for their consideration.

Mr. Kawalec requested and discussed the following: that Mr. Zuercher be asked to clean the monument sign off Pleasant Plains Parkway with a cleaner, asked District Management to find out what the process will be to request funds from the Community Council for District improvements, and asked if someone could find out when Lennar plans on developing the road and area near Mr. Zuerchers' office.

Mr. Kawalec discussed the K&J Pressure washing proposal.

The Board agreed to move forward with the proposal but to eliminate the Flourish Drive section in the amount of \$1535.00 brining the new proposal amount to \$8,346.50.

On a motion from Mr. Novak, seconded by Mr. Kawalec, the Board approved the K&J pressure washing proposal for the Connerton West Community Development District.

CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT
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225 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

On a motion from Mr. Novak, seconded by Mr. Lise, the Board approved to adjourn the meeting at 8:42 p.m. for the Connerton West Community Development District.

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Assistant Secretary

Chairman / Vice-Chairman

DRAFT

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CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.connertonwestcdd.org

Operation and Maintenance Expenditures May 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$100,300.16**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Num</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	003157	21143	Irrigation Maintenance 04/21	\$ 8,175.00
Ballenger & Company, Inc.	003157	21153	SWFWMD Meter Reading/Irrigation Pump Station 04/21	\$ 1,300.00
Ballenger & Company, Inc.	003157	21160	Repair Irrigation System 04/21	\$ 75.00
Ballenger & Company, Inc.	003157	21171	Repair Irrigation System 05/21	\$ 615.00
Ballenger & Company, Inc.	003157	21173	Repair Irrigation System 05/21	\$ 225.00
Ballenger & Company, Inc.	003167	21178	Repair Irrigation System 05/21	\$ 430.00
Capital Land Management Corporation	003151	210927	Fertilization 04/21	\$ 7,300.00
Capital Land Management Corporation	003168	210974	Landscape Maintenance 05/21	\$ 31,100.00
Cardno, Inc.	003158	309791	District Engineer 03/21	\$ 4,400.00
Cardno, Inc.	003158	311375	Monthly Mitigation Maintenance Village 2 Phase A 04/21	\$ 1,550.00
Cardno, Inc.	003169	309813	Monthly Lake Management 03/21	\$ 3,530.00

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

Vendor Name	Check Num	Invoice Number	Invoice Description	Invoice Amount
Christopher Kawalec	003170	CK-051821	Board of Supervisors Budget Workshop 05/18/21	\$ 200.00
Christopher Kawalec	003170	CK051821	Board of Supervisors Meeting 05/18/21	\$ 200.00
Connerton Community Association, Inc.	003164	202104	Salary Reimbursement 04/21	\$ 3,408.00
Daniel Novak	003173	DN-051821	Board of Supervisors Budget Workshop 05/18/21	\$ 200.00
Daniel Novak	003173	DN051821	Board of Supervisors Meeting 05/18/21	\$ 200.00
Fredrick Lise	003172	FL051821	Board of Supervisors Meeting 05/18/21	\$ 200.00
Jeremy R. Cohen	003159	JC040221	Off Duty Patrols 04/21	\$ 350.00
Jeremy R. Cohen	003159	JC042621	Off Duty Patrols 04/21	\$ 200.00
Jerry Richardson	003174	1491	Monthly Hog Removal Service 05/21	\$ 800.00
K & J Pressure Cleaning LLC	003152	8549	Pressure Wash & Clean Retaining Wall 04/21	\$ 1,323.00
K. Johnson's Lawn & Landscaping, Inc.	003153	17903	Mowing Bike Trail 04/21	\$ 700.00

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Num</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kevin Eric Hamilton	003161	KH040721	Off Duty Patrols 04/21	\$ 200.00
Kevin Eric Hamilton	003161	KH042321	Off Duty Patrols 04/21	\$ 200.00
Mobile Mini, Inc.	003165	9010421497	Mobile Storage Rental Acct #10023746 05/21	\$ 223.19
Pasco County Property Appraiser	003154	040121	Non-Ad Valorem Assessment Annual Fee 20/21	\$ 150.00
Patrick J. Elmore	003160	PE043021	Off Duty Patrols 04/21	\$ 200.00
Rizzetta & Company, Inc	003155	INV0000058167	District Management Fees 05/21	\$ 6,430.41
Rizzetta Technology Services, LLC	003156	INV0000007490	Email & Website Hosting Services 05/21	\$ 175.00
Stan Zuercher	003163	050721	Reimbursement-Stan Zuercher 05/21	\$ 107.81
Stan Zuercher	003176	051921	Reimbursement-Stan Zuercher 05/21	\$ 130.88
Suncoast Pool Service	003175	7206	Fountain Service 05/21	\$ 250.00
Times Publishing Company	003162	0000153238 04/25/21	Acct #119853 Legal Advertising 04/21	\$ 154.50

Connerton West Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Numl</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tyson Krutsinger	003171	TK-051821	Board of Supervisors Budget Workshop 05/18/21	\$ 200.00
Tyson Krutsinger	003171	TK051821	Board of Supervisors Meeting 05/18/21	\$ 200.00
Withlacoochee River Electric Cooperative Inc.	003166	Electric Summary Bill 04/21	Electric Summary Bill 04/21	<u>\$ 25,197.37</u>
Report Total				<u>\$ 100,300.16</u>